



**CITY OF CARLSBAD  
CONTRACT DOCUMENTS**

**FOR:**

**Alga Norte Park Pool Replaster  
Project No. 4733  
PWS24-3464FAC**

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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 August 21, 2024 at **11 a.m.** through the online bidding portal ([Contracting & Purchasing | Carlsbad, CA \(carlsbadca.gov\)](https://carlsbadca.gov/contracting-purchasing)) for the construction of the Work entitled:

**Alga Norte Park Pool Replaster  
PWS24-3464FAC  
Project No. 4733**

### 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: Replaster pools and replace appurtenances all as shown on, and included in, the plans and contract documents. The Work Site is located in the City of Carlsbad, in the County of San Diego, California.

### 3. COMPLETION OF WORK.

The Contract Time is established as seventy-five (75) Calendar Days. The Contract Time shall begin twenty (20) Days from the date of receipt of the Notice to Proceed. The Engineers’ estimate for this Project is \$1,400,000.

### 4. OPENING AND AWARD OF BIDS.

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

### 5. PERIOD FOR AWARD.

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

### 6. BIDDER QUALIFICATIONS.

Bidders shall be licensed contractors pursuant to Business and Professions Code Sections 7000 *et seq.* under the classification of C-53 (Swimming Pool 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.

All of the work in sections 13 11 00 - 13 11 07 is to be the responsibility of one experienced swimming pool contractor primarily engaged in the construction of commercial public-use swimming pools. The contractor must have also, in the last five years constructed at least five (5) commercially designed municipal and public-use swimming pools, each of which shall have incorporated a minimum size of 6,000 square feet of water surface area with a concrete and ceramic tile perimeter overflow gutter and self-modulating balance tank.

## 7. PRE-BID CONFERENCE.

The Agency will conduct a mandatory Pre-Bid Conference at the Agency's office (address listed below) **on August 12, 2024, at 8:00 a.m.**

Address: The swimming pool entrance located at 6565 Alicante Rd, Carlsbad, CA 92009.

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

## 8. OBTAINING CONTRACT DOCUMENTS.

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

## 9. BID GUARANTEE AND BONDS.

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



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

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

#### **10. PREVAILING WAGE RATES AND LABOR COMPLIANCE.**

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

#### **11. PROJECT ADMINISTRATION/QUESTIONS.**

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

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

The answers to questions submitted during the bidding period will be published in an addendum and provide to those bidding on the Project.

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.

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other parts of the Contract Documents, or discrepancies in or omissions from the Drawings and Specifications, may promptly submit a written request for information, interpretation,

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

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

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

#### 4. QUESTIONS.

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

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

#### 5. PRE-BID CONFERENCE.

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

Representatives of the Agency and its consultants, if any, will be present to the extent possible. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing and shall be sent to all Bidders present at the Pre-Bid Conference.

A Pre-Bid Conference may include a Project Site visit. Personal Protective Equipment (PPE) is required of all Job Walk attendees. Attendees are required to wear closed toe shoes, long pants, no sleeveless shirts, safety glasses (may be prescription with side shields if in process areas), safety vests and hard hats. Only those possessing such attire will be allowed on the Job Site. The Agency will not provide personal protective equipment to Job Walk attendees.

## 6. ADDENDA.

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

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

## 7. ALTERNATE BIDS.

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

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

## 8. COMPLETION OF BID FORMS.

Bids shall only be prepared using the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than legible and correct photocopies of those provided by the Agency are prohibited. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Use of black or blue ink, indelible pencil, or a typewriter is required. Deviations from these instructions may result in the Bid being deemed non-responsive.

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

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

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

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

## 9. GOVERNING GENERAL PROVISIONS.

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

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

## 10. MODIFICATIONS OF BIDS.

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered.

## 11. BID GUARANTEE.

Each Bid shall be accompanied by: (a) a cashier’s check; or, (b) a certified check made payable to Agency; or, (c) a Bid Bond secured from a surety company satisfactory to the Board, the amount of which shall not be less than 10% of the total bid price, made payable to Agency as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120.

The bid security shall be provided as a guarantee that within 10 Working Days after the Agency provides the successful Bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security may be declared forfeited if the successful Bidder fails to enter into a contract and provide the necessary bonds and certificates of insurance. Any Bid received that does not comply with these Bid Guarantee instructions may be rejected as non-responsive, and Agency may enter into a contract with the next lowest, responsive, responsible Bidder, or may call for new Bids. No interest shall be paid on funds deposited with the Agency. Copies of Bid Bonds submitted to the Agency shall have the same force and effect as the original.

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

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

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

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

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

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

## **13. SUBSTITUTION OF SECURITY.**

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The Agency will retain a percentage of each progress payment as provided by

the Contract Documents. At the request and expense of the successful Bidder, the Agency will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

#### 14. OPTIONAL ESCROW FOR SECURITY DEPOSIT.

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

#### 15. INSURANCE REQUIREMENTS.

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

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

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

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

Insurance must be placed with insurers that:

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

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

- 1) Meet the conditions stated above for all insurance companies.

- 2) Cover any vehicle used in the performance of the Contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.

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

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

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

## 16. LICENSING REQUIREMENTS.

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

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

## 17. SUBCONTRACTORS.

Bidder shall set forth the name, address of the place of business, and contractor license number of each Subcontractor who will perform work, labor, furnish materials or render services to the bidder on the Contract. This requirement includes each Subcontractor licensed by the State of California who, under subcontract to Bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one-half of one percent (0.5%) of the total Bid price. Additionally, the Bidder shall indicate the portion of the Work to be done by each Subcontractor in accordance with Public Contract Code Section 4104.

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

This form will be used by the Agency to determine the percentage of work that the Bidder proposes to perform. Bidders are cautioned that failure to provide complete and correct



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

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

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

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

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

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

#### **18. BIDDER INFORMATION AND EXPERIENCE FORM.**

Each Bidder shall complete the provided questionnaire and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the Bid to be rejected as non-responsive. The Agency may reject any Bid if an investigation of the information submitted does not satisfy the Agency that the Bidder is qualified to properly carry out the terms of the Contract.

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

#### **19. NON-COLLUSION AFFIDAVIT.**

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

## 20. IRAN CONTRACTING ACT OF 2010.

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

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

## 21. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION.

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

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

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

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

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

## 22. PREVAILING WAGES.

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

## 23. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS.

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

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

## 24. SIGNING OF BIDS.

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

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

## 25. SUBMISSION OF SEALED BIDS.

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

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

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

Original Bid Bond shall be submitted to:

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

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

## 26. OPENING OF BIDS.

Bids submitted on the online bidding portal will be reviewed by the Agency. Once the Bid Submission Deadline has passed, Bidders, proposers, the general public, and Agency staff are able to immediately see the results online. Agency shall consider award of the Contract to the lowest, responsive, responsible Bidder as determined by the Agency consistent with Section 32 below. In case of a discrepancy between the line item entries submitted in the online bidding portal and the Bid Form, the online bidding portal shall prevail. In the event of any discrepancies, written numbers (e.g., fifty, hundred) will govern over numerical numbers (e.g., 50, 100) on the Bid Form.

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

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

## 27. WITHDRAWAL OF BID.

Any Bid may be withdrawn via written letter, incurring no penalty, at any time before the scheduled closing time for receipt of Bids. Requests to withdraw Bids shall be worded to not

reveal the amount of the original Bid. Withdrawn Bids may be resubmitted until the Bid Submission Deadline, provided that resubmitted Bids are in conformance with these Instructions to Bidders.

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

## **28. BIDDERS INTERESTED IN MORE THAN ONE BID.**

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

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

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

## **30. PERMIT AND INSPECTION FEE ALLOWANCE.**

Notwithstanding anything contained in these Instructions to Bidders, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency. The allowance is included within the Bid Form to eliminate the need by Bidders to research or estimate the costs of traffic control permits and construction inspection fees before submitting a Bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the Agency. No other costs payable by Contractor to the Agency are included within the allowance.

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

## **31. BASIS OF AWARD; BALANCED BID.**

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

The Agency may reject any Bid which, in its opinion when compared to other Bids received or to the Agency's internal estimates, does not accurately reflect the cost to perform the Work. The Agency may reject as non-responsive any Bid which unevenly weights or allocates costs, including

but not limited to overhead and profit to 1 or more particular Bid items or otherwise violates Public Contract Code Section 9203.

### **32. AWARD PROCESS.**

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

### **33. EXECUTION OF CONTRACT.**

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

### **34. BUSINESS LICENSE**

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

### **35. PARTICIPATION OF MINORITY AND WOMEN-OWNED BUSINESSES.**

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

### **36. USE OF RECYCLED MATERIALS**

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

### **37. STATUTORY REFERENCES**

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

## **END OF SECTION**

**00 41 00 BID FORM**

**NAME OF PROJECT:** Alga Norte Park Pool Replaster

**CONTRACT NO.:** PWS24-3464FAC

**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

Item No.	Item Description	Unit Of Measure	Price (Figures)
1	Replaster Competition Pool and Instructional Pool	Lump Sum	

The TOTAL BID PRICE on Bid Schedule A:

Total Bid Price in Numbers: \_\_\_\_\_

Total Bid Price in Written Form: \_\_\_\_\_

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

## Schedule B

Item No.	Item Description	Unit Of Measure	Price (Figures)
1	Replaster Spa	Lump Sum	

The TOTAL BID PRICE on Bid Schedule B:

Total Bid Price in Numbers: \_\_\_\_\_

Total Bid Price in Written Form: \_\_\_\_\_

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

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

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the Agency makes no representation that the actual quantities of Work performed will not vary from



the estimates. Final payment shall be determined by the Engineer from measured quantities of Work performed based upon the Unit Price.

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

## 2. TOTAL BID PRICE

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):

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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:


**END OF SECTION**

**00 43 10 BID BOND FORM**

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

**NAME OF PROJECT: Alga Norte Park Pool Replaster**

**CONTRACT NO.: PWS24-3464FAC**

**NAME OF BIDDER: \_\_\_\_\_**

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

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

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

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

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

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

PRINCIPAL:

Executed by SURETY

\_\_\_\_\_  
(Name of Principal)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By:

SURETY:

\_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(name of Surety)

\_\_\_\_\_  
(Print name here)

\_\_\_\_\_  
(address of Surety)

\_\_\_\_\_  
(Title and Organization of Signatory)

\_\_\_\_\_  
(telephone number of Surety)

By:

\_\_\_\_\_  
(signature of Attorney-in-Fact)

\_\_\_\_\_  
(printed name of Attorney-in-Fact)

**Required Attachments:**

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

**END OF SECTION**



**00 43 20 BID SECURITY**

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

**NAME OF PROJECT: Alga Norte Park Pool Replaster**

**NAME OF BIDDER:** \_\_\_\_\_

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

\_\_\_\_\_  
BIDDER

Required Attachments:

- Certified Check or Cashier’s Check

**END OF SECTION**

**00 43 30 PROPOSED SUBCONTRACTORS FORM**

**NAME OF PROJECT: Alga Norte Park Pool Replaster**

**NAME OF BIDDER:** \_\_\_\_\_

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

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

Attach additional pages as required.

\_\_\_\_\_  
(Signature of Bidder)

Name of Subcontractor	Location of Business	CSLB Contractor License No./ Exp Date	DIR Registration Number / Exp. Date	Type of Work to be done by Subcontractor	% of Work	Amount of Work by Subcontractor in Dollars*

Pursuant to Public Contract Code Section 4104, subdivision (a)(3)(A), receipt of the information preceded by an asterisk (\*) may be submitted by the Bidder up to 24 hours after the deadline for submitting bids contained in the "Notice Inviting Bids."

**END OF SECTION**

**00 43 40 BIDDER INFORMATION AND EXPERIENCE FORM**

**NAME OF PROJECT: Alga Norte Park Pool Replaster**

**CONTRACT NO.:** PWS24-3464FAC

**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 \$200,000) and 3 clients (projects over \$200,000) attach additional sheet if needed.

	Company Name	Contact Name	Phone Number	Email Address
Trade ≥\$200k				
Trade ≥\$200k				

Trade $\geq$ \$200k				
Client > \$200k				
Client $\geq$ \$200k				
Client $\geq$ \$200k				

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

---

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

---

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## 2. LIST OF CURRENT PROJECTS (BACKLOG)

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

<b>Project Name Sub or Prime?</b>	<b>Description of Bidder's Work</b>	<b>Client Name</b>	<b>Completion Date</b>	<b>Cost of Bidder's Work</b>

**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.

<b>Project Name Sub or Prime?</b>	<b>Description of Bidder's Work</b>	<b>Client Name</b>	<b>Completion Date</b>	<b>Cost of Bidder's Work</b>



## EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

**Personnel:**

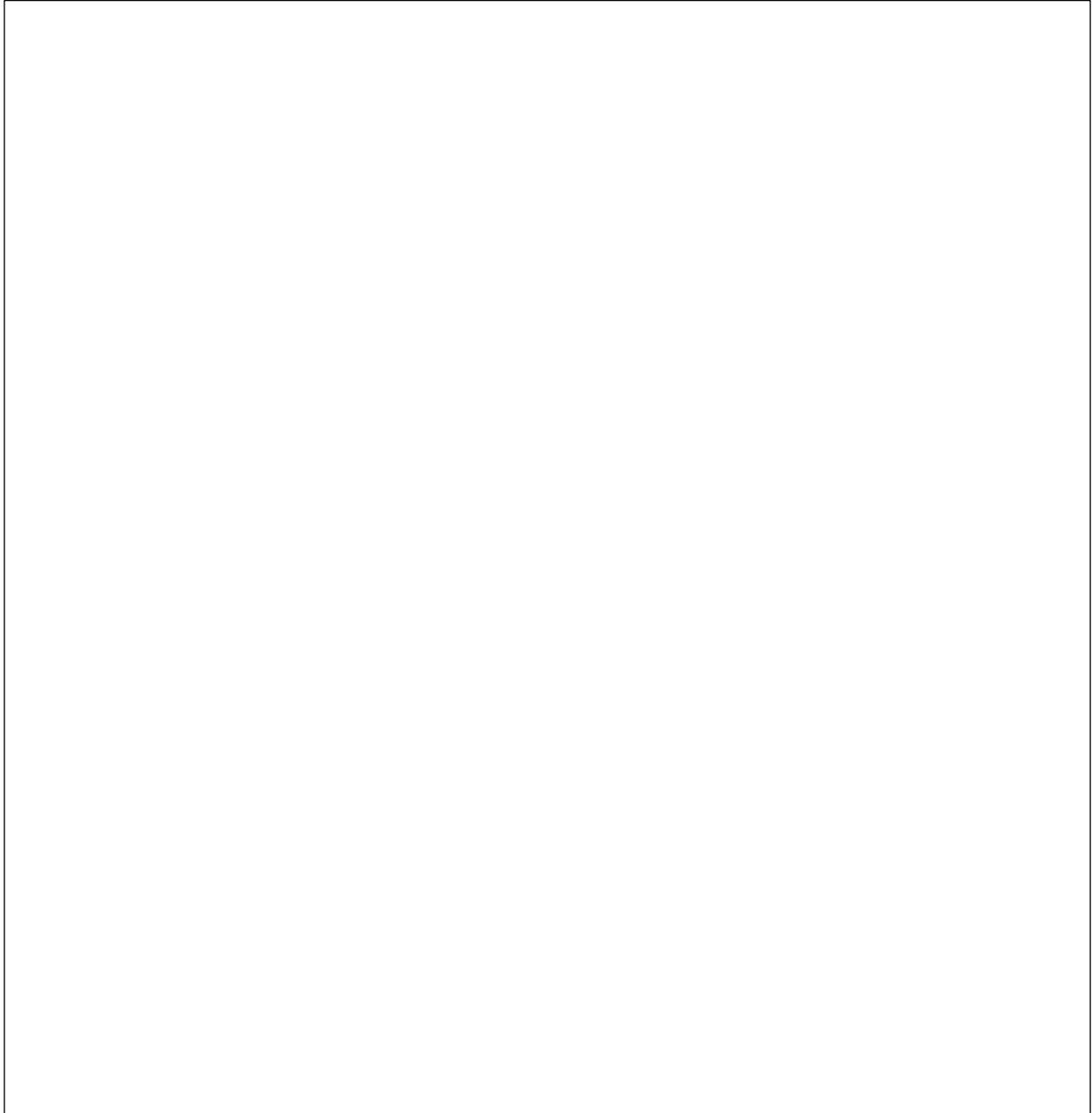
The Bidder shall identify the key personnel to be assigned to this Project in a management, construction supervision or engineering capacity. Add additional pages to identify ALL key personnel. Bidder may submit a 2-page resume of each key personnel mentioned above.

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.

<b>Job Title Name % time on this Project</b>	<b>Specialized Education</b>	<b>Years of construction experience relevant to the Project</b>	<b>Summarize the experience</b>

**Additional Bidder's Statements:**

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



### 3. VERIFICATION AND EXECUTION

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

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

Name of Bidder: \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**END OF SECTION**

**00 45 10 NON-COLLUSION AFFIDAVIT**

**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

**NAME OF PROJECT: Alga Norte Park Pool Replaster**

**NAME OF BIDDER:** \_\_\_\_\_

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

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Bid.

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

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

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**END OF SECTION**

**00 45 15 IRAN CONTRACTING ACT CERTIFICATION**

**NAME OF PROJECT: Alga Norte Park Pool Replaster**

**NAME OF BIDDER:** \_\_\_\_\_

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**END OF SECTION**

**00 45 20 PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

**NAME OF PROJECT: Alga Norte Park Pool Replaster**

**NAME OF BIDDER:** \_\_\_\_\_

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

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

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

Name of Bidder: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

DIR Registration Expiration: \_\_\_\_\_

Bidder further certifies:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF SECTION**

## 00 45 25 CERTIFICATE OF INSURANCE

**NAME OF PROJECT:** Alga Norte Park Pool Replaster

**NAME OF BIDDER:** \_\_\_\_\_

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

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

**END OF SECTION**

**00 45 30 STATEMENT REGARDING DEBARMENT**

**NAME OF PROJECT: Alga Norte Park Pool Replaster**

**NAME OF BIDDER:** \_\_\_\_\_

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

- YES
- NO

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

party debarred	party debarred
public agency	public agency
period of debarment	period of debarment

BY CONTRACTOR:

By: \_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(print name/title)

Page \_\_\_\_\_ of \_\_\_\_\_ pages of this Statement Regarding Debarment form

**END OF SECTION**



## 00 45 35 DISCLOSURE OF DISCIPLINE RECORD

**NAME OF PROJECT: Alga Norte Park Pool Replaster**

**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. 4733 ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Carlsbad, California, a California municipal corporation ("Agency") and \_\_\_\_\_ ("Contractor"), whose principal \_\_\_\_\_ place of business is \_\_\_\_\_.

The parties agree:

### 1. SCOPE OF WORK.

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

#### **NAME OF PROJECT: Alga Norte Park Pool Replaster**

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

### 2. TIME OF COMPLETION.

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

### 3. CONTRACT PRICE.

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

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

### 4. LIQUIDATED DAMAGES.

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

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

## **5. CONTRACT DOCUMENTS.**

The “Contract Documents” include the following:

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

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

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

**6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.**

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

**7. INDEMNIFICATION.**

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

**8. PREVAILING WAGES.**

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

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**NOTARIAL ACKNOWLEDGMENT OF EXECUTION BY ALL SIGNATORIES MUST BE ATTACHED**

(CORPORATE SEAL)  
CONTRACTOR

City of Carlsbad, California, a California  
municipal corporation

By:

By:

\_\_\_\_\_  
(sign here)

\_\_\_\_\_  
Keith Blackburn, Mayor

\_\_\_\_\_  
(print name/title)

ATTEST:

By:

\_\_\_\_\_  
(sign here)

\_\_\_\_\_  
for Sherry Freisinger, City Clerk

\_\_\_\_\_  
(print name/title)

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

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

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

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

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

BY: \_\_\_\_\_  
Assistant City Attorney

**END OF SECTION**

## 00 61 10 LABOR AND MATERIALS BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the City of Carlsbad ( "Agency") has awarded to \_\_\_\_\_ ("Principal,") a Contract for the Work described as follows: Contract No **PWS24-3464FAC** Project No. 4733 Name of Project: Alga Norte Park Pool Replaster (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.

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Executed by PRINCIPAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by SURETY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
(name of Contractor)

\_\_\_\_\_  
(name of Surety)

By: \_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(address of Surety)

\_\_\_\_\_  
(print name here)

\_\_\_\_\_  
(telephone number of Surety)

\_\_\_\_\_  
(title and organization of signatory)

By: \_\_\_\_\_  
(signature of Attorney-in-Fact)

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

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

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

APPROVED AS TO FORM:

CINDIE K. McMAHON, City Attorney

BY: \_\_\_\_\_  
Assistant City Attorney

**END OF SECTION**

## 00 61 20 FAITHFUL PERFORMANCE AND WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the City of Carlsbad ( "Agency") has awarded to \_\_\_\_\_ ("Principal,") a Contract for the Work described as follows: Contract No **PWS24-3464FAC** Project No. 4733 Name of Project: Alga Norte Park Pool Replaster (the "Project") in strict conformity with the drawings and specifications, and other Contract Documents now on file in the Office of the City Clerk of the City of Carlsbad and all of which are incorporated by this reference; and

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

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

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

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

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

As a condition precedent to the satisfactory completion of the Work unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of 1 year after the acceptance of the Work by the Agency. During this 1-year period, if Contractor fails to make full, complete, and satisfactory repair and replacements and totally protect the Agency from loss or damage resulting from or caused by defective materials or faulty workmanship in connection with Contractor's Work on the Project, the obligations of Surety under this bond shall continue

so long as any obligation of Principal remains to the Agency. Nothing in this bond shall limit the Agency's rights or the Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, Code of Civil Procedure Section 337.15.

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed by PRINCIPAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by SURETY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
(name of Contractor)

\_\_\_\_\_  
(name of Surety)

By: \_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(address of Surety)

\_\_\_\_\_  
(print name here)

\_\_\_\_\_  
(telephone number of Surety)

\_\_\_\_\_  
(title and organization of signatory)

By: \_\_\_\_\_  
(signature of Attorney-in-Fact)

\_\_\_\_\_  
(printed name of Attorney-in-Fact)

(attach corporate resolution showing current power of attorney)

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

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

APPROVED AS TO FORM:

CINDIE K. McMAHON, City Attorney

BY: \_\_\_\_\_  
Assistant City Attorney

**END OF SECTION**

**00 61 30 OPTIONAL ESCROW AGREEMENT**

**NAME OF PROJECT: Alga Norte Park Pool Replaster**

**NAME OF BIDDER:** \_\_\_\_\_

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

Agency, Contractor and Escrow Agent agree as follows:

1. Pursuant Public Contract Code Section 22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Agency pursuant to the construction contract entered into between Agency and Contractor for Alga Norte Park Pool Replaster in the amount of \_\_\_\_\_ dated \_\_\_\_\_ ("Contract"). Alternatively, on written request of Contractor, Agency shall make payments of the retention earnings directly to Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Agency within 10 Calendar Days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract. Securities shall be held in Agency’s name and shall designate Contractor as the beneficial owner.
2. Agency shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When Agency makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Agency pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of Agency. These expenses and payment terms shall be determined by Agency, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Agency.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Agency to Escrow Agent that Agency consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. Agency shall have a right to draw upon the securities in the event of default by the Contractor. Upon 7 Calendar Days' written notice to Escrow Agent from Agency of a default, Escrow Agent

shall immediately convert the securities to cash and shall distribute the cash as instructed by Agency.

8. Upon receipt of written notification from the Agency certifying that the Work required by the Contract is final and complete and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from Agency and Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and Agency and Contractor shall hold Escrow Agent harmless from Escrow Agent's release, conversion and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notices or to receive written notice on behalf of Agency and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

For Agency (Finance Director) Title \_\_\_\_\_  
Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Address \_\_\_\_\_

For Contractor Title \_\_\_\_\_  
Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Address \_\_\_\_\_

For Escrow  
Agent

Title

---

Name

---

Signature

---

Address

---

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

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

For Agency

Title

---

Name

---

Signature

---

Address

---

For Contractor

Title

---

Name

---



Signature

---

Address

---

For Escrow  
Agent

Title

---

Name

---

Signature

---

Address

---

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

BY: \_\_\_\_\_  
Assistant City Attorney

**END OF SECTION**

## 00 73 00 AGENCY SUPPLEMENTAL GENERAL PROVISIONS

### INTRODUCTION

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

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

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

### PART 1 GENERAL PROVISIONS

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

##### GENERAL

ADD the following:

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

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

#### TERMS AND DEFINITIONS

Where applicable ADD/REPLACE the following:

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

17. **City Council** - The legislative body that governs the City of Carlsbad and has the authority to pass ordinances and appropriate funds.
18. **City Engineer** - The term "City Engineer" is defined as the Transportation Director, or designee, and is the person authorized to perform the functions of the City Engineer as defined in Government Code Section 66416.5. The City Engineer is the City's "duly authorized officer" for the purposes of Public Contract Code Sections 4107 and 4107.5.
19. **City Manager** – The appointed official who directs the administration of the City of Carlsbad.
20. **Construction Documents** - Plans and details, including Plans showing installation of major systems, equipment, fixed furnishings and graphics, the technical specifications and all other technical drawings, schedules, diagrams and specifications, accepted Shop Drawings, Working Drawings, and submittals that are necessary to set forth in detail the requirements for the Project.
21. **Construction Manager** – The City's Consultant Project Inspector and the Engineer's designated representative for the first level of appeal for informal dispute resolution. Contractor to review all work progress, monthly payment applications, monthly schedule updates and project documentation (e.g., submittals, RFI's, etc.) with the Construction Manager.
22. **Construction Work** - The portion of the Work to construct the Project as set forth in the Contract Documents in conformance with 2-1, "WORK TO BE DONE."
23. **Contract** – The written agreement between the Agency and the Contractor covering the Work.
24. **Contract Documents** - Contract Documents include the following: The signed Contract, Addenda, Notice Inviting Bids, funding agency provisions, Bid including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, Permits, CEQA documents, Standard Specifications (the "Greenbook"), Agency Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications, and Change Orders. Contract Documents, when applicable, shall also include Site and Coastal development permits, NEPA documents, re-vegetation plans, biological letters or technical reports, habitat mitigation plans, storm water documents, and local, state, and federal resource agency permits.
25. **Contract Time** - The number of Working Days to complete the Work as specified in the Contract Documents.
26. **Contractor** – The individual, partnership, corporation, joint venture, or other legal entity having a Contract with the Agency to perform the Work. In the case of Work being done under permit issued by the Agency, the permittee shall be constructed to be the Contractor. The term "prime contractor" shall mean Contractor.
27. **Critical Path** – In the Construction Schedule, the sequence of activities that represents the longest path through the Project network of activities and the shortest possible Project duration.
28. **Days** – Days shall mean consecutive calendar days unless otherwise specified in this Contract.
29. **Defective Work** - Work that does not conform to the Contract Documents.

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

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

<b>Holiday</b>	<b>Observed On</b>
New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Indigenous Peoples' Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> 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.

- 45. **Limited Notice to Proceed (LNTP)** - A written notice given from the Agency that authorizes the Contractor to start a limited amount of work that, as described in the notice, is not Construction Work.
- 46. **Minor Bid Item** – a single contract item constituting less than 10 percent (10%) of the original Contract Price bid.
- 47. **Night Work** - See Working Night.
- 48. **Normal Working Hours** - Unless specified otherwise, Normal Working Hours core periods shall be 7:00 AM to 5:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and Agency Holidays are excluded. For Traffic Control Permits, Normal Working Hours are defined as 8:30 AM to 3:30 PM, unless specified otherwise.
- 49. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Work has been completed and accepted by the Agency.
- 50. **Notice to Proceed (NTP)** – A written notice to proceed with the work of the contract as mutually agreed in the Preconstruction Meeting.
- 51. **Party or Parties** - The Agency, the Contractor, or both, their respective permitted successors or assigns, and any other future signatories to the Contract.
- 52. **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.
- 53. **Prime Contractor** - See Contractor.
- 54. **Project Site (Site)** - Areas where the Work is performed pursuant to the Contract.
- 55. **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.

56. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when the Contractor considers that the Work and Services are complete.
57. **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.
58. **Red-lines** - Plans with annotations of changes made during construction to reflect the actual improvements or facilities built during construction whether concealed or visible.
59. **Retention** - The amount withheld from the money due to the Contractor in accordance with 7-3.2, "PARTIAL AND FINAL PAYMENT."
60. **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.
61. **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.
62. **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.
63. **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.
64. **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.
65. **Signal Pre-Check** - The procedure that the City uses to evaluate traffic signal systems prior to Signal Turn-On and generating a Punchlist.
66. **Signal Turn-On** - The day the City activates new traffic signals.
67. **Supplemental Provisions** – See Agency Supplement.
68. **Tonne** – Also referred to as "metric ton." Represents a unit of measure in the International System of Units equal to 1,000 kilograms.
69. **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.
70. **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.
71. **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.

72. **Working Night (Night Work)** - A period of nighttime work, allowed only on Sunday through Thursday, excluding Holidays.

73. **Work Site** - See Project Site (Site).

#### ABBREVIATIONS

1-3.2 Common Usage.

ADD the following:

<b>AML</b>	Approved Material List
<b>CADD</b>	Computer Aided Design and Drafting
<b>CA MUTCD</b>	California Manual on Uniform Traffic Control Devices
<b>CCT</b>	Correlated Color Temperature
<b>CEQA</b>	California Environmental Quality Act.
<b>CFR</b>	Code of Federal Regulations
<b>CGP</b>	Construction General Permit
<b>CIPM</b>	Cured-In-Place-Manhole
<b>CL</b>	Centerline
<b>CMS</b>	Content Management System Database
<b>CNC</b>	Computer Numerical Control
<b>CRI</b>	Color Rendering Index
<b>CSA</b>	Canadian Standards Association
<b>DBE</b>	Disadvantaged Business Enterprise
<b>DCE</b>	Data Computer Equipment
<b>DG</b>	Decomposed Granite
<b>DVBE</b>	Disabled Veteran Business Enterprise
<b>DWT</b>	Detectable Warning Tiles
<b>EOW</b>	Engineer of Work
<b>ESL</b>	Environmentally Sensitive Lands
<b>ESO</b>	Electrical Service Orders
<b>FRP</b>	Fiberglass Reinforced Plastic
<b>GFE</b>	Good Faith Effort
<b>GMT</b>	Greenwich Mean Time
<b>GPS</b>	Global Positioning System



<b>IDA</b>	International Dark Sky Association
<b>IP</b>	Ingress Protection
<b>LCD</b>	Liquid Crystal Display
<b>LD</b>	Laser Diode
<b>LER</b>	Luminaire Efficiency Rating
<b>MBE</b>	Minority Business Enterprise
<b>MDFT</b>	Minimum Dry Film Thickness
<b>MHPA</b>	Multiple Habitat Planning Area
<b>MH</b>	Manhole
<b>MIL</b>	Military
<b>MJ</b>	Mechanical Joint
<b>M&amp;M</b>	Maintenance and Monitoring
<b>MMC</b>	Mitigation and Monitoring Coordination
<b>MOV</b>	Metal Oxide Varistor
<b>NA</b>	Numerical Aperture
<b>NC</b>	Not Connected, Normally Closed
<b>NEPA</b>	National Environmental Policy Act of 1969
<b>NEXT</b>	Near End Crosstalk
<b>NCHRP</b>	National Cooperative Highway Research Program
<b>NOC</b>	Notice of Completion
<b>NPDES</b>	National Pollutant Discharge Elimination System
<b>NTP</b>	Notice to Proceed
<b>OC</b>	On Center
<b>ODP</b>	Open Drip Proof
<b>OFNR</b>	Optical Fiber Nonconductive Riser
<b>OTDR</b>	Optical Time Domain Reflectometer
<b>PB</b>	Pull Box
<b>PCMS</b>	Portable Changeable Message Signs
<b>PCU</b>	Photoelectric Control Unit
<b>PEP</b>	Plant Establishment Period
<b>PIC</b>	Polyethylene Insulated Cable
<b>PL</b>	Property Line
<b>RFP</b>	Request for Proposal
<b>RFI</b>	Request for Information
<b>RPMS</b>	Rubber Polymer Modified Slurry
<b>SIC</b>	Standard Industry Classification
<b>SMS</b>	Short Message Service
<b>SMTP</b>	Simple Mail Transfer Protocol
<b>SOW</b>	Statement of Work, Scope of Work
<b>SOV</b>	Schedule of Values
<b>SPDT</b>	Single Pole Double Throw
<b>SSD</b>	Surge Suppression Devices
<b>TDR</b>	Time Domain Reflectometer
<b>TEES</b>	Transportation Electrical Equipment Specifications

<b>TFFN</b>	Thermoplastic Flexible Fixture Wire Nylon Jacketed
<b>TIG</b>	Tungsten Inert Gas
<b>UF</b>	Underground Feeder
<b>UPRR</b>	Union Pacific Railroad Company
<b>VAC</b>	Volts AC
<b>VPC</b>	Vitrified Polymer Composite
<b>WBE</b>	Women Business Enterprise

### 1-3.3 Institutions.

ADD the following:

<b>AMTRACK</b>	American Track National Railroad Passenger Corp.
<b>ANSI</b>	American National Standards Institute
<b>AASHTO</b>	American Association of State Highway and Transportation Officials
<b>AISC</b>	American Institute of Steel Construction
<b>ANSI</b>	American National Standards Institute
<b>API</b>	American Petroleum Institute
<b>AREA</b>	American Railway Engineering Association
<b>ASTM</b>	American Society for Testing and Materials
<b>AWPA</b>	American Wood Preservers Association
<b>AWS</b>	American Welding Society
<b>AWWA</b>	American Water Works Association
<b>BNSF</b>	Burlington Northern Santa Fe Railway
<b>DSD</b>	Development Services Department
<b>FHWA</b>	Federal Highway Administration
<b>GRI</b>	Geosynthetic Research Institute
<b>IPCEA</b>	Insulated Power Cable Engineers Association
<b>IES</b>	Illuminating Engineering Society (Photometric Data)
<b>ISO</b>	International Organization for Standardization
<b>MTS</b>	San Diego Metropolitan Transit System
<b>NACE</b>	National Association of Corrosion Engineers
<b>NAFP</b>	National Association of Pipe Fabricators
<b>NCTD</b>	North County Transit District
<b>NEMA</b>	National Electrical Manufacturers Association
<b>NOAA</b>	National Oceanic and Atmospheric Administration (Dept. of Commerce)
<b>NFPA</b>	National Fire Protection Association
<b>PCI</b>	Prestressed Concrete Institute
<b>SANDAG</b>	San Diego Association of Governments
<b>SD&amp;AE</b>	San Diego & Arizona Eastern Railroad
<b>SDTI</b>	San Diego Trolley, Inc.
<b>UL</b>	Underwriters' Laboratories Inc.
<b>USGS</b>	United States Geological Survey
<b>UPRR</b>	Union Pacific Railroad Company

## 1-6 BIDDING AND SUBMISSION OF THE BID

### 1-6.2 Subcontractor Listing.

ADD the following:

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

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

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

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

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

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

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

Section 4110 provides that a Contractor violating any of the provisions of the Chapter violates the Contract and the Board may exercise the option either to cancel the Contract or assess the Contractor a penalty in an amount of not more than 10 percent of the Subcontract involved, after a public hearing.

## 1-7 AWARD AND EXECUTION OF THE CONTRACT

### 1-7.1 General.

DELETE in its entirety and SUBSTITUTE with the following:

### **1-7.1 Standard Contract Provisions.**

#### **1-7.1.1 Successor's Obligations.**

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

#### **1-7.1.2 Waiver of Legal Rights.**

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

#### **1-7.1.3 Requests for Information (RFI).**

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

#### **1-7.1.4 Assignment to Awarding Body.**

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

### 1-7.2 Contract Bonds.

ADD the following:

1. Before execution of the Contract, the Bidder shall file surety bonds with the Agency to be approved by the Board in the amounts and for the purposes noted below. Bonds issued by a Surety, who is authorized to issue bonds in California, and whose bonding limitation shown in the circular is enough to provide bonds in the amount required by the Contract shall be deemed approved unless specifically rejected by the Agency. Bonds from all other sureties shall be accompanied by all documents enumerated in Code of Civil Procedure Section 995.660 (a). The Bidder shall pay all bond premiums, costs, and incidentals.

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

ADD the following: 1-7.2.1 Payment.

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

## SECTION 2 – SCOPE OF THE WORK

### 2-1 WORK TO BE DONE

ADD the following:

1. Where approval or acceptance by the Agency is required, only a general approval is required. However, such approval does not relieve the Contractor from the Contractor's responsibility

for complying with all applicable laws, codes, and best industry practices. Contractor has its obligation to fulfill all conditions of the Contract.

2. In accordance with the provisions of California Law, the Contractor shall possess or require the Contractor's Subcontractor(s) to possess valid appropriate license(s) for the Work being performed as conveyed in the Bidding Documents.

## 2-2 PERMITS

DELETE in its entirety and SUBSTITUTE with the following:

### **2-2 PERMITS, FEES, AND NOTICES**

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

#### 2-2.1 Building Permits.

1. The Contractor shall obtain the required building permits from Agency's permitting departments. Any prior approval obtained for the Plans shall not in any way waive this requirement.
2. Request inspections in accordance with the building codes in effect on the permitted Plans and by City's Development Services Department, Building Division or Construction Management and Inspection Department. Any Work performed without the benefit of the required permit and subsequent inspection shall be removed and replaced at the discretion of the City Building Inspector at no additional cost.

3. The payment for procuring Building Permits shall be included in the Allowance Bid item for "Building Permits." If no such Bid item is included in the Bid Schedule, payment shall be included in the various Bid items and no additional payment shall be made.

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

2-3 RIGHT-OF-WAY

ADD the following:

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

2-4 COOPERATION AND COLLATERAL WORK

ADD the following:

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

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.2 Temporary Utility Services.

ADD the following:

1. The Contractor shall furnish, install, maintain, and remove all temporary utility services, such as light, power, electrical, gas, and water, at its own expense for construction and maintenance activities until acceptance of Work. These include piping, wiring, lamps, and other equipment necessary for the Work.

2. The Contractor shall obtain a construction meter for water used for the construction, testing, disinfection and flushing of new water or sewer facilities, vegetation establishment and maintenance, site maintenance, landscaping, cleanup, and all other work requiring water. The Contractor shall contact the water agency that serves the Project Site for requirements.
3. The Contractor shall pay all costs of temporary light, power and water including hookup, service, meter, and any, and all, other charges, deposits and/or fees. The costs shall be considered incidental to the items of Work that they are associated with and no additional payment will be made for them.

## 2-6 CHANGES REQUESTED BY THE CONTRACTOR

ADD the following:

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

ADD the following: 2-6.1 Cost Reduction Proposal.

1. The Contractor may submit to the Engineer in writing, proposals for modifying the Plans, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction.
2. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the Project such as service life, economy of operation, ease of maintenance, quality, desired appearance, or design and safety standards.
3. The following information must be included in the cost reduction proposal:
  - a. A description of both the existing Contract requirements for performing the Work and the proposed changes.
  - b. An itemization of the Contract requirements that shall be changed if the proposal is adopted.
  - c. A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change.
  - d. A statement of the time within which the Engineer shall act on the cost reduction proposal.
  - e. The Contract items of Work affected by the proposed changes, including any quantity variation attributable thereto.
4. This subsection does not require the Engineer to consider any cost reduction proposal. The Agency shall not be liable to the Contractor for not approving or acting upon any cost reduction proposal the Contractor submitted nor for any delays to the Work attributable to the cost reduction proposal.
5. If a cost reduction proposal is similar to the information included in the Contract Documents or adopted by the Agency after the advertisement and prior to Award of the Contract, the Engineer will not accept such proposal and reserves the right to make such changes without compensation to the Contractor under the provisions of this subsection.



6. The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until a Change Order incorporating the cost reduction proposal has been issued.
7. The Engineer is the sole judge of the acceptability of a cost reduction proposal and the estimated net savings. In determining the estimated net savings, the Agency has the right to disregard the Contract Bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.
8. The Agency reserves the right to require the Contractor to share in the Agency's costs of investigating the Contractor's cost reduction proposal. When this is required, the Contractor shall indicate the Contractor's acceptance in writing allowing the Agency to deduct amounts payable to the Contractor.
9. If the Engineer accepts the Contractor's cost reduction proposal in whole or in part, the Engineer shall issue a Change Order to incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect. If the Engineer's approval is conditional, the Change Order shall include any conditions upon which the Engineer's approval is based.
10. The Change Order also includes the estimated net savings in the cost of performing the Work due to the accepted cost reduction proposal and provides that the Contract cost be adjusted by crediting the Agency with 50% of estimated net savings amount.
11. The Contract Time shall not be extended by the acceptance of the cost reduction proposal and the performance of the Work unless specified otherwise in the Change Order.
12. The amount specified as payable to the Contractor in the Change Order is full compensation for the cost reduction proposal and the performance of the Work.
13. The Agency expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the Agency when it determines that the proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal shall be eligible for compensation subject to this subsection, and in that case, only for contracts awarded prior to submission of the accepted cost reduction proposal.
14. The cost reduction proposals identical or similar to previously submitted proposals shall be eligible for consideration and compensation under the provisions of this subsection if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Agency.
15. Subject to the provisions contained in the Contract, the Agency or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.
16. The Contractor shall bear all costs to revise bonds for the Project to include the cost reduction incentive proposal work.

## 2-7 CHANGES INITIATED BY THE AGENCY

### 2-7.1 General.

ADD the following:

1. The Agency may change the Plans, Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive,

does not exceed 25 percent of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written supplemental agreement between the Contractor and Agency, unless both parties agree to proceed with the change by Change Order.

2. Change Orders shall be in writing and state the dollar value of the change or established method of payment, any adjustment in Contract Time of completion, and when negotiated prices are involved, and shall provide for the Contractor's signature indicating acceptance.
3. Unless expressly set forth in writing in a Change Order signed by the Agency and the Contractor, changes initiated by the Agency shall not be construed as the Agency directing the Contractor's means-and-methods in the execution of the Work.

#### 2-7.2 Payment-Contract Unit Prices.

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

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

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

#### 2-7.4 Payment – Decreases of More than 50 Percent

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

#### 2-7.5 Stipulated Unit Prices.

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

#### 2-7.6 Agreed Prices.

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

#### 2-7.7 Schedule of Values.

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

#### 2-7.8 Eliminated Items.

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

### 2-8 EXTRA WORK

ADD the following:

1. New or unforeseen Work will be classified as "Extra Work" when the Engineer determines that it is not covered by Contract Unit Prices or stipulated unit prices.
2. Any request by the Contractor for Extra Work shall be in writing to the Engineer and shall include itemized estimates and in accordance with Section 7-4. The Contractor shall fully itemize the Extra Work cost estimates such as labor and payroll costs, quantities, crew composition, production rates, material costs, Subcontractor and Supplier costs, equipment costs, supplemental costs, and time impact.

### 2-9 CHANGED CONDITIONS

ADD the following:

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

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

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

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

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

1. The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a Change Order, or for the occurrence of any event or other cause, unless the Contractor shall have first given the Engineer written notice of potential claim as specified in this Section 2-9. Compliance with this section shall not be required as a prerequisite to notice provisions in Section 6-4.2(4) Extensions of Time, nor to any claim that is based on differences in measurement or errors of computation as to Contract quantities.
2. The Contractor shall provide the Agency with a written document containing a description of the particular circumstances giving rise to the potential claim, the reasons for which the Contractor believes additional compensation may be due and the nature of any and all costs involved within 20 Working Days of the date of service of the written notice of potential claim for Changed Conditions. Verbal notifications will not be accepted.
3. The potential claim shall include the following certification relative to the California False Claims Act, Government Code Sections 12650-12656.

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

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

#### 2-10 DISPUTED WORK

ADD the following: 2-10.1 Claims.

1. A Claim is a written demand by the Contractor that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any Contract provision. A voucher, invoice, or other routine request for payment is not a Claim.
2. A Claim shall conform to these specifications and may be considered after the Agency has previously denied a request by the Contractor for a Change Order seeking the demanded relief.
3. The Contractor shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which the Contractor asserts the Contractor is entitled as a result of the event(s) giving rise to the dispute. The Contractor's failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-10, "Right to Audit."
4. The Contractor shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The Agency's Claims process specified in the Agency Supplement shall not relieve the Contractor of the Contractor's statutory obligations to present Claims prior to any action under the Government Code.
6. Except for those final payment items disputed in the written statement required in Section 7-3.2, all Claims of any dollar amount shall be submitted in a written statement by the Contractor no later than the date of receipt of the final payment estimate. Those final payment items disputed in the written statement required in Section 7-3.2 shall be submitted no later than 30 Calendar Days after receipt of the Final Payment estimate. No Claim will be considered that was not included in this written statement, nor will any Claim be allowed for which written notice or protest is required under any provision of this Contract, including Sections 2-9 Changed Conditions, 2-10 Disputed Work, 4-1(22) Protection, 6-4.4 Written Notice and Report, or 6-4.2(4) Extensions of Time, unless the Contractor has complied with notice or protest requirements.

7. The Engineer will consider Contractor's filed Claims, which must be detailed enough so the Engineer can determine the basis and amount of the Claims. Contractor shall provide the Engineer additional information to determine the facts or contentions involved in a Claim if requested by the Engineer. If additional information is needed, Contractor must provide Engineer with this information within a reasonable time of being asked for additional information. Failure to submit such information and details will be sufficient cause for denying the Claims.
8. Payment for Claims shall be processed by the next payment application of their resolution for those Claims approved by the Engineer. The Contractor shall proceed with informal dispute resolution under Section 2-10, Disputed Work, for those Claims remaining in dispute.

2-10.1.1 Initiation of Claim.

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

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

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

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

- i. Construction Manager
- ii. Fleet and Facilities Project Manger
- iii. Public Works Manager
- iv. Engineer
- v. City Manager or Executive Manager

2. Consistent with Section 2-10.1.2, the Contractor shall submit a complete report within 20 Working Days after completion of the Disputed Work stating its position on the Claim, the contractual basis for the Claim, along with all documentation supporting the costs, Contract Time, and all other evidentiary materials. At each level of Claim or appeal of Claim the Agency will, within 10 Working Days of receipt of the Claim or appeal of Claim, review the Contractor's report and respond with a position, request additional information or request

that the Contractor meet and present its report. When additional information or a meeting is requested the Agency will provide its position within 10 Working Days of receipt of the additional information or Contractor's presentation of its report. The Contractor may appeal each level's position up to the Deputy City Engineer/Engineering Manager for claims less than \$50,000 and/or up to the City Manager for the City of Carlsbad or Executive Manager for the Carlsbad Municipal Water District for claims greater than \$50,000 after which the Contractor may proceed under the provisions of the Public Contract Code. The Agency's failure to state a position or otherwise respond to a Claim within the timeframes set forth above shall be deemed a rejection of the Claim by the Agency.

3. The authority within the dispute resolution chain of command is limited to recommending a resolution to a Claim to the City Manager for the City of Carlsbad or Executive Manager for the Carlsbad Municipal Water District. Actual approval of the Claim is subject to the Change Order provisions in the Contract.
4. Any remaining Claims not resolved by the informal dispute resolution process described above shall be resolved in accordance with Public Contract Code Section 9204, the relevant portion of which is included below:

(d)(1)(A) Upon receipt of a Claim pursuant to this section, the public entity to which the Claim applies shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Claimant a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, a public entity and a Contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The Claimant shall furnish reasonable documentation to support the Claim.

(C) If the public entity needs approval from its governing body to provide the Claimant a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Claimant a written statement identifying the disputed portion and the undisputed portion.

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

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

shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) The local agency's written response to the Claim, as further documented, shall be submitted to the Claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Claimant in producing the additional information or requested documentation, whichever is greater.

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

(e) Following the meet and confer conference, if the Claim or any portion remains in dispute, the Claimant may file a Claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Claimant submits his or her written Claim pursuant to subdivision (a) until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

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

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

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

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

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

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award

requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

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

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

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

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

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

#### 2-10.1.2 Claim Certification Submittal.

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

#### 2-10.1.3 Agency's Final Determination.

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

#### 2-10.1.6 Mandatory Assistance.

1. If a third-party dispute, litigation, or both, arises out of or relates in any way to the Services provided under the Contract, upon the Agency's request, the Contractor shall assist in

resolving the dispute or litigation. The Contractor's assistance includes, but is not limited to the following:

- a. Providing requested documents in a timely manner.
- b. Providing professional consultations.
- c. Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

#### 2-10.1.6.1 Compensation for Mandatory Assistance.

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

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

ADD the following: 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 the following: 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 the following: 2-10.4 Pre-judgment Interest.

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

**SECTION 3 – CONTROL OF THE WORK**

**3-2 SELF-PERFORMANCE**

ADD the following:

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

### 3-3 SUBCONTRACTORS

ADD the following:

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

### 3-4 AUTHORITY OF THE ENGINEER

ADD the following:

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

### 3-5 INSPECTION

ADD the following:

1. Contractor shall make available to the Engineer accurate books and accounting records regarding all its activities. Contractor shall contractually require all Subcontractors to this Contract to do the same. The Engineer shall have access to the Contractor's, and any Subcontractors documents described in this Section 3-5(1) within San Diego County. The Engineer shall have the right to monitor, assess, and evaluate Contractor's and its Subcontractor's performance pursuant to this Contract. The Engineer's monitoring, assessments, and evaluations will include, but shall not be limited to, audits, inspection of premises, reports, contracts, subcontracts and interviews of Contractor's staff and the staff of all Subcontractors to this Contract. Upon reasonable advance notice, Contractor shall make available to the Engineer for examination, all of its, and all Subcontractors to this Contract, records with respect to all matters covered by this Contract. Contractor shall also permit the Engineer to audit, examine, copy and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Any inspection described in this Section 3-5(1) shall occur as often as the Engineer deems necessary and during normal business hours. However, any such inspection shall not unreasonably interfere with Contractor's ongoing business operations. Contractor and all Subcontractors to this Contract shall maintain such data and records for as long as may be required by applicable laws and regulations.
2. The Agency may utilize consultants to assist the Engineer during construction in observing the Contractor's performance. The consultant shall be the Agency's Representative on the Site assisting the Engineer and must not be confused with a building inspector with the Agency or with a Special Inspector.
3. The Agency may utilize a Special Inspector for inspection of specialty work and materials, whose costs the Agency will pay for unless the Contractor fails inspection. If inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall pay for all corrective measures deemed necessary by the Engineer and also pay the cost of the Agency's subsequent re-inspection and re-testing.
4. Inspections required by codes or ordinances are the Contractor's responsibility.
5. The Contractor's quality control testing and inspections are the Contractor's responsibility. Contractor shall coordinate and schedule all inspections and tests. The Contractor shall give the Engineer notice of tests and inspections made by others. At least 5 Working Days of notice shall be given for offsite inspections. The Contractor shall wait until the Engineer has responded and agreed to Contractor's schedule before scheduling test or inspections.
6. The Agency shall schedule any inspections and tests as the Agency deems necessary to ensure the Work is accomplished in accordance with the requirements of the Contract Documents (other than inspections for work performed in accordance with a permit). The Contractor is responsible for the inspection of all Work performed in accordance with the Contract Documents.
7. Contractor shall provide access in accordance with Cal-OSHA Standards as necessary.
8. Contractor shall remove and replace any items of Work performed without the required permit or inspection. For required subsequent inspection, the Contractor shall remove and replace Work at the discretion of Engineer at no additional cost to the Agency. Inspection of the Work does not relieve the Contractor of full compliance with the Contract Documents.



9. Contractor shall not conceal the Work prior to inspection, testing, or approval required by the Contract Documents, the Engineer's prior written request, or by other agencies. If any item of Work is done prior to obtaining the required approvals when requested by the Engineer, Contractor shall expose the Work for inspection, testing, and/or approval. Upon successful completion of the inspection, testing, or approval, the Contractor shall proceed with the Work. The Contractor shall bear all direct and indirect costs and damages of such uncovering and re-covering and shall not be entitled to an increase in the Contract Price or the Contract Time, unless the Contractor has given the Engineer and any other affected agencies written notice of the Contractor's intention to cover the Work and the Engineer has not acted in response to such notice.
10. When specified, Contractor shall make arrangements for tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Engineer, or with the appropriate public authority. The payment for such tests, inspections, and approvals are included in the Contract Price.
11. Unless specified otherwise, the Contractor shall pay the cost of inspections and tests. If inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Engineer and the cost of the Agency's subsequent re-inspection and re-testing.
12. The Contractor shall, at no charge to the Agency, provide copies of all records in the Contractor's or Subcontractor's possession pertaining to the Work that the Engineer may request.
13. Contractor agrees to maintain and/or make available, to the Engineer, within San Diego County, accurate books, and accounting records relative to all its activities and to contractually require all Subcontractors to this Contract to do the same. The Engineer shall have the right to monitor, assess, and evaluate Contractor's and its Subcontractors performance pursuant to this Contract, the monitoring, assessments, and evaluations to include, but not be limited to, audits, inspection of premises, reports, contracts, subcontracts and interviews of Contractor's staff and the staff of all Subcontractors to this Contract. At any time during normal business hours and as often as the Engineer may deem necessary, upon reasonable advance notice, Contractor shall make available to the Engineer for examination, all of its, and all of its Subcontractors' records with respect to all matters covered by this Contract and will permit the Engineer to audit, examine, copy and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. However, any such activities shall be carried out in a manner so as to not unreasonably interfere with Contractor's ongoing business operations. Contractor and all Subcontractors to this Contract shall maintain such data and records for as long as may be required by applicable laws and regulations.

### 3-6 THE CONTRACTOR'S REPRESENTATIVE

ADD the following:

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

### 3-7 CONTRACT DOCUMENTS

#### 3-7.1 General.

ADD the following:

1. Specifications and Plans are divided into groups by engineering discipline for the Agency's convenience. These divisions are not for the purpose of apportioning the Work or responsibility for the Work among Subcontractors and Suppliers.
2. The Contractor shall supply any Work that may reasonably be inferred from the Specifications or Plans as being required to produce the intended result whether or not it is specifically called for, at no additional cost to the Agency.
3. If referenced documents have been discontinued or updated by the issuing organization, the replacement documents issued or otherwise identified by that organization shall be used or, if there are no replacement documents, the last version of the document before it was discontinued.
4. Scaled dimensions on Contract Documents are approximate. Before ordering materials or commencing the Work, the Contractor shall measure the Site for proper size and fit and verify dimensions and quantities by taking measurements in the field. The Contractor shall be responsible for their accuracy.
5. The Contractor shall verify any conditions affecting the cost of the Work through a reasonable examination of the Work Site prior to submitting the Bid.
6. Existing improvements visible at the Work Site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed, and disposed of by the Contractor.
7. The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative. Anything specified in the Specifications and not shown on the Plans or shown on the Plans and not specified in the Specifications, shall be as though shown on or specified in both.
8. The Plans shall be supplemented by such working drawings and shop drawings as are necessary to adequately control the Work.
9. The Contractor shall ascertain the existence of any conditions affecting the cost of the Work through a reasonable examination of the Work Site prior to submitting the Bid.

10. Existing improvements visible at the Work Site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed, and disposed of by the Contractor.
11. The Contractor shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

### 3-7.2 Precedence of the Contract Documents.

DELETE in its entirety and REPLACE with the following:

1. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence, and most recent in edition, shall control. The order of precedence, from highest to lowest, shall be as follows:
  - a. Permits (issued by jurisdictional regulatory agencies including environmental documents).
  - b. Change Orders and supplemental agreements; whichever occurs last.
  - c. Contract Addenda, whichever occurs last.
  - d. The signed written Contract.
  - e. Bid/Proposal.
  - f. Project Plans.
  - g. Technical Specifications.
  - h. Agency Supplemental General Provisions (Section 00 73 00).
  - i. Agency Supplemental Technical Provisions (Section 00 74 00).
  - j. Standard Drawings
  - k. Standard Plans
    - i. City of Carlsbad Standard Drawings.
    - ii. Carlsbad Municipal Water District Standard Drawings.
    - iii. City of Carlsbad modifications to the San Diego Area Regional Standard Drawings.
    - iv. Traffic Signal Design Guidelines and Standards.
    - v. State of California Department of Transportation Standard Plans.
    - vi. California Manual on Uniform Traffic Control Devices (CA MUTCD).
  - l. "Greenbook" (Standard Specifications for Public Works Construction).
  - m. Reference Specifications.
2. When additional small business/minority/women-owned/veteran or other special requirements by funding sources are included in the Contract Documents, the funding source's requirements shall govern.
  - a. With reference to the Drawings, the order of precedence shall be as follows: Figures govern over scaled dimensions.
  - b. Detail Drawings govern over general Drawings.
  - c. Addenda and Change Order Drawings govern over Plans.
  - d. Plans govern over Standard Drawings.
3. When a conflict exists between the ADA requirements of Title 24, and the Agency Supplemental Provisions, the most restrictive requirement shall be followed.

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

**3-7.3.1 General.**

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

**3-7.3.2 Asset Specific Red-lines.**

1. Utility Red-lines: Utility Red-lines shall show any changes from the Plan for the following:
  - a. Horizontal and vertical bends
  - b. Changes in pipe material or pressure class
  - c. Isolation valves
  - d. Insulating joints
  - e. Blow off valves by stationing and offsets.
  - f. Air vacuum valves by stationing and offsets.
  - g. Water and recycled water meter boxes replaced.
  - h. Water sampling stations
  - i. Cathodic test stations
  - j. Locations of all sewer laterals and cleanouts.
  - k. Items abandoned in place following dewatering operation.

2. **Building Red-lines:** Building Red-lines shall show any changes from the Plans for the following:
  - a. Location by dimension and the depth by elevation of underground lines, valves, plugged tees, and capped ends.
  - b. By dimension or scale Plans, wiring, conduits, and pull boxes as installed.
  - c. Information necessary to maintain and service concealed items of Work.
  - d. Dimensional changes to the Drawings.
  - e. Revisions to details shown on the Drawings.
  - f. Depths of foundations below the first floor.
  - g. Locations and depths of underground utilities.
  - h. Revisions to the routing of piping and conduits.
  - i. Revisions to electrical circuitry.
  - j. Actual equipment locations.
  - k. Duct size and routing.
  - l. Locations of concealed internal utilities.
  - m. Changes made by Change Orders.
  - n. Details not shown on original Plans.

### **3-7.3.3 Payment.**

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

ADD the following: 3-7.4 Measurement and Dimensions.

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

## 3-8 SUBMITTALS

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

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

3-8.4 Supporting Information.

ADD the following:

1. The Contractor shall submit samples of the materials with cut sheets of the products. The Contractor shall organize cut sheets for review and approval by the Engineer prior to use on the Project and identify deviation from any of the specified material clearly, including cut sheets and samples of both the specified material and basis for the substitution. Included should be the Agency's Project Name, Project Number, and the Engineer's name, Contractor Name, and Submittal Number and clearly indicate the specific product to be used.
2. When photos of material are required, they shall be clear in resolution, identify the specific item for review, and shall indicate the name of the item, source, and date taken. The material shown in the photo shall be currently available for use on the Project.
3. Test sections ("Mock ups") of materials as required in the Special Provisions shall be accepted by the Engineer before proceeding with the Work.

4. The Contractor shall provide and keep up-to-date a complete “As-Built” record set of blue-line prints, which shall be corrected in red daily and show every change from the original Drawings and Specifications and the exact “As-Built” locations, sizes and kinds of equipment, underground piping, valves, and all other Work not visible at surface grade. Prints for this purpose may be obtained from the Agency at cost. This set of Drawings shall be kept on the job and shall be used only as a Record Set and shall be delivered to the Engineer within 10 Calendar Days of completion of the Work. Payment for performing the Work required by Section 2-5.4 shall be included in the various Bid items and no additional payment will be made therefore.

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

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

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

3-9 SUBSURFACE DATA. (This section not used)

3-10 SURVEYING. (This section not used)

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

3-12 WORK SITE MAINTENANCE

3-12.1 General.

ADD the following:

1. Maintain Site improvements including any temporary facilities, equipment, or other materials. Remove graffiti encountered on the Site within 24 hours. See also SECTION 400 - PROTECTION AND RESTORATION.
2. As a condition of Final Payment, the Contractor shall submit a signed and notarized affidavit stating that all brush, trash, debris, and surplus materials resulting from this Project have been disposed of in a legal manner. The cost of disposal is the Contractor’s responsibility.
3. The Contractor shall provide and maintain enclosed toilets for the use of their employees. Toilets must be kept in a neat and sanitary condition and ensure that they comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps. The cost of such is the Contractor’s responsibility.
4. If required in the Special Provisions, the Contractor shall provide and maintain enclosed toilets for the use of the Agency’s and Contractor’s officers, employees, or agents. Toilets must be kept in a neat and sanitary condition and ensure that they comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps. The cost of such is the Contractor’s responsibility.
5. The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted, when necessary, by the SWPPP and/ or BMP plan. Such dams shall be removed from the Site as soon as their use is no longer necessary.

6. Work Site maintenance shall be conducted on non-workdays when increased levels of maintenance are deemed necessary, in the opinion of the Engineer, to preserve the health safety or welfare of the public and or to comply with applicable regulations.
7. Disposal of all rubbish and surplus materials is incidental to Work Site maintenance. Disposal shall be made off the Site and shall be in accordance with:
  - a. Local codes and ordinances that govern locations and methods of disposal.
  - b. All applicable safety laws.
  - c. Requirements of Subpart H, Section 1926.252 of the OSHA Safety and Health Standards for Construction.
8. Work Site maintenance is considered incidental to the items of work that they are associated with and no additional payment will be made.
9. Cleanup and Dust Control. Throughout all phases of construction, including suspension of the Work, and until the final acceptance, the Contractor shall keep the Site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

#### 3-12.2 Air Pollution Control.

ADD the following:

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

#### 3-12.3 Noise Control.

ADD the following:

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

#### 3-12.4 Storage of Equipment and Materials.

##### 3-12.4.1 General.

ADD the following:

1. Equipment and material storage shall be confined to areas approved by the Engineer. Disposal of all rubbish and surplus materials shall be at the Contractor's expense.
2. The Contractor shall order, purchase, transport, coordinate delivery, accept delivery, confirm the quantity and quality received, prepare storage area(s), store, handle, protect, move, relocate, remove and dispose excess of all materials used to accomplish the Work.

3. Materials shall be delivered to the Work Site only during Working Hours, and shall be accompanied by bills of lading that shall clearly state for each delivery: the name of the Contractor as consignee, the Project name and number, address of delivery and name of consignor and a description of the material(s) shipped.
4. Prior to storage of any materials which have been shipped to or by the Contractor to any location within the City's boundaries the Contractor shall provide the Engineer a copy of lease agreements for each property where such materials are stored. The lease agreement shall clearly state the term of the lease, the description of materials allowed to be stored and shall provide for the removal of the materials and restoration of the storage site within the time allowed for the Work.
5. All such storage shall conform to all laws and ordinances that may pertain to the materials stored and to preparation of the storage site and the location of the site on which the materials are stored. Storage of hazardous wastes, construction equipment material, and parking and fueling of equipment shall not occur in biologically sensitive areas.
6. Loss, damage or deterioration of all stored materials shall be the Contractor's responsibility. Conformance to the requirements of this section, both within and outside the limits of work is a part of the Work. The Engineer shall have the right to verify the suitability of materials and their proper storage at any time during the Work.
7. The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.
8. Restore the storage area to an equal or better condition as deemed necessary by the Engineer and at no additional cost to the Agency.
10. When required by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each Working Day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.
11. Materials and equipment shall be removed from the Site as soon as they are no longer necessary. Before the final inspection, the Site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.
12. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately, and the area cleaned.
13. Excess excavation material from catch basins or similar structures shall be removed from the Site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the Site as soon as practicable after stripping.
14. Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend Work until the condition is corrected. No additional compensation will be allowed because of such suspension.
15. Cleanup and dust control required in the Contract shall also be executed on weekends and other non-Working Days when needed to preserve the health safety or welfare of the public. The Contractor shall conduct effective cleanup and dust control throughout the duration of the Contract. The Engineer may require increased levels of cleanup and dust control that, in his/her sole discretion, are necessary to preserve the health, safety and welfare of the public.



Cleanup and dust control shall be considered incidental to the items of Work that they are associated with and no additional payment will be made for them.

16. Vermin Control. At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the Work within the Contract time and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.
17. Temporary Light, Power, and Water. The Contractor shall furnish, install, maintain, and remove all temporary light, power, and water at its own expense. These include piping, wiring, lamps, and other equipment necessary for the Work. The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned. The Contractor shall obtain a construction meter for water used for the construction, plant establishment, maintenance, cleanup, testing and all other work requiring water related to this Contract. The Contractor shall contact the appropriate water agency for requirements. The Contractor shall pay all costs of temporary light, power and water including hookup, service, meter and any, and all, other charges, deposits and/or fees for them. These costs shall be considered incidental to the items of Work that they are associated with and no additional payment will be made for them.

#### 3-12.4.2 Storage in Public Streets.

DELETE in its entirety and SUBSTITUTE with the following:

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

#### ADD the following: 3-12.4.3 Storage and Staging Areas.

1. The Contractor may use a small portion of the Alga Norte Aquatic Center parking lot as a staging location. The final approved portion of the parking lot for staging will be finalized by the Engineer at the pre-construction meeting. Additional storage and staging areas are the Contractor's responsibility. If the Plans designate a staging location within the Project or in close proximity, the Contractor may utilize such area for their use. The storage and staging areas shall be as close as possible to the Site. Contractor is responsible for obtaining any permits, leases, or any other items necessary to obtain staging areas.
2. Storage of hazardous wastes, construction equipment material, and parking and fueling of equipment shall not be allowed in the MHPA or other biologically sensitive areas. Ensure the

fueling of vehicles occurs only within designated staging areas using appropriate catch basins and devices.

3. Return the storage and staging area and the adjacent area to an equal or better condition as deemed necessary by the Engineer, at no additional cost to the Agency.
4. The Contractor shall provide the Engineer a copy of the lease agreement for any property to be used for the storage of materials or equipment prior to delivery or storage of any materials or equipment. Each lease agreement shall clearly state the term of the lease and a description of the materials or equipment allowed to be stored and shall provide for the removal of the materials or equipment and restoration of the storage site within the time allowed for the Work.
5. Construction equipment shall not be stored at the Work Site before its actual use on the Work nor for more than 5 Calendar Days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.

### 3-12.6 Water Pollution Controls

#### 3-12.6.2 Best Management Practices (BMPs).

ADD the following:

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

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

ADD the following:

1. The Contractor shall review the criteria requiring the preparation of a SWPPP conforming with the State Water Resources Control Board Order No. 2022-0057-DWQ, NPDES General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (the Construction General Permit or CGP). The CGP and other information are available at:

[https://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml)

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

#### 3-12.6.5 Payment.

DELETE in its entirety and SUBSTITUTE with the following:

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

ADD the following: 3-12.7 Vermin Control.

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

### 3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

#### 3-13.1 Completion.

DELETE in its entirety and SUBSTITUTE with the following:

1. The Contractor shall comply with the following prior to requesting a Pre-Final inspection of the Work and filing of a written assertion that the Work has been completed:
  - a. Provide completed and signed redline drawings and record documents including installation, maintenance and operation instructions, manuals and/or tools for installed equipment.
  - b. Provide and properly label all keys for existing facilities or new permanent work.
  - c. Provide all items specified to be supplied as extra stock and spare parts. Wrap, seal, or place in a container all items as necessary to allow for storage by the Agency for future use. Verify the specified quantities.
  - d. Provide all final Special Inspection reports and certifications required by equipment manufacturers to demonstrate compliance with applicable codes and standards.
  - e. Obtain any required certifications from the Engineer of Record for permanent BMPs.
  - f. Comply with all requirements of permits issued by jurisdictional agencies.
  - g. Remove temporary facilities from the Site.
  - h. Thoroughly clean the Site and remove all mark-outs and construction staking.
2. The Agency Inspector will schedule the Pre-Final inspection within 5 Working Days of receipt of the Contractor's request. The Inspector will generate a list of deficiencies (Punchlist) within 5 Working Days after the Pre-Final inspection.
3. The Contractor shall have 30 Working Days to correct the deficiencies and provide a written response to each Punchlist item. The Inspector will review the corrective work within 5 Working Days of receipt of the Contractor's written response to each Punchlist item. Any outstanding deficiencies will be considered incomplete Work and the Punchlist will be returned to Contractor. Full payment will not be made for any Bid item with outstanding deficiencies and a Final Inspection will not be scheduled until all deficiencies are completed to the satisfaction of the Inspector.
4. The Contractor shall submit a request for Final Inspection which shall include a written assertion that the Work has been completed in accordance with the Contract Documents and

a written response describing the corrective Work completed for all punch list items identified in the Pre-Final inspection(s). The request for Final Inspection will not be considered without the Contractor's written response to the punch list items. The Inspector will schedule the Final Inspection within 10 Working Days of receipt of the Contractor's request and invitees will include the Construction Manager, Engineer and representatives from agencies or utility companies having jurisdiction over the Work. The Contractor's attendance is mandatory.

5. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work, and to which liquidated damages will be computed.

ADD the following: 3-13.1.1 Requirements Before Requesting a Walk-through.

1. The following items are required prior to requesting a Walk-through:
  - a. Remove temporary facilities from the Site.
  - b. Thoroughly cleaning the Site and removing all mark outs and construction staking.
  - c. Provide completed and signed Red-lines in accordance with Contract Document requirements.
  - d. Provide all material and equipment maintenance and operation instructions and/or manuals.
  - e. Provide all tools which are a permanent part of the equipment installed in the Project.
  - f. Provide and properly identify all keys for construction and all keys for permanent work.
  - g. Provide all final Special Inspection reports required by the applicable building code.
  - h. Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the Agency for future use. Verify the specified quantities.
  - i. Ensure that all specified equal opportunity (if applicable) and certified wage rate documentations covering the Contract Time have been submitted.
  - j. Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
2. Contractor shall notify the Engineer to arrange a final inspection of permanent BMPs installed and shall obtain the completed, signed, and stamped DS-563 Form 30 Calendar Days prior to the issuance of the Notice of Completion.

ADD the following: 3-13.1.2 Walk-through and Punchlist Procedure.

1. When Contractor considers that the Work and Services are complete, notify the Engineer in writing that the Project is complete and request that the Contractor and the Engineer perform a Walk-through for the generation of a Punchlist. Contractor shall notify the Engineer at least 7 Working Days in advance of the Walk-through.
2. The Engineer will first determine if the Project is ready for a Walk-through by verifying whether the Contractor have completed all items as required by 3-13.1.1, "Requirements Before Requesting a Walk-through."
3. The Engineer shall facilitate the Walk-through.

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

### 3-13.2 Acceptance

DELETE in its entirety and SUBSTITUTE with the following:

1. Acceptance of the Work will occur after all the requirements of the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will recommend to the City Manager for the City of Carlsbad or Executive Manager for the Carlsbad Municipal Water District that the Contractor's performance of the Contract be accepted. Upon such certification by the Engineer, the City Manager or Executive Manager may accept the Work. Upon the acceptance of the Work by the City Manager or Executive Manager, a "Notice of Completion" will be filed in the office of the San Diego County Recorder. The date of recordation shall be the date of acceptance of the Work.
2. Once the "Notice of Completion" has been recorded, the Engineer will release the retention.

### 3-13.3 Warranty.

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor shall warranty and repair all defective materials and workmanship for a period of 1 year. This warranty period shall start on the date the Work was recorded by the "Notice of Completion" unless the Agency has beneficial use of the Project (excluding water, sewer, and storm drain projects). In addition, Contractor shall warranty the Work against all latent and patent defects for a period of 10 years. Contractor shall provide specific warranties and installer's warranties as identified in the Technical Specifications.

2. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
3. All warranties, express or implied, from Subcontractors, manufacturers, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to the Agency, and shall be delivered to the Engineer prior to the acceptance of the Contractor's performance of the Contract.
4. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If Contractor fails to make such replacements or repairs within the time specified in the notice, the Agency may perform the replacement or repairs at Contractor's expense. If Contractor fails to reimburse the Agency for the actual costs, Contractor's Surety shall be liable for the cost.
5. If, during the warranty period, any item of the Work is found to be Defective Work, Contractor shall correct it promptly after receipt of written notice from the Agency to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

ADD the following: 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 the following: 3-13.3.2 Warranty Format Requirements.

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

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

ADD the following: 3-14 PARTNERING

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

### 3-14.1 Payment.

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

### ADD the following: 3-15 PUBLIC CONVENIENCE

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

### ADD the following: 3-16 SITE ACTIVITIES BY THE AGENCY OR SEPARATE CONTRACTORS

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

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

#### 3-16.2 Integration of the Work with Separate Contractors.

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



the work of the Separate Contractors are, to the extent applicable, properly integrated and jointed in a manner that avoids any damage to the Work or to the work of the Separate Contractors.

### 3-16.3 Coordination.

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

### 3-16.4 Use of Site.

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

### 3-16.5 Deficiency in Work of Separate Contractors.

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

### 3-16.6 Payment.

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

## SECTION 4 – CONTROL OF MATERIALS

### 4-1 PROTECTION

ADD the following:

1. The Contractor shall repair or replace any equipment and materials in the event of vandalism, damage, or theft at no additional cost to the Agency.
2. The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.
3. All costs to the Contractor for protecting, removing, and restoring existing improvements shall be included in the Bid.
4. The Agency and affected utility companies have, by a search of known records, endeavored to locate and indicate on the Plans, all utilities which exist within the limits of the Work.

However, the accuracy and/or completeness of the nature, size and/or location of utilities indicated on the Plans is not guaranteed.

5. The Contractor shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this Work, full compensation for such Work shall be considered as included in the prices Bid for other items of Work.
6. The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the owner or order from the Agency. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.
7. Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with Section 5-1, the Contractor shall, unless otherwise provided, furnish, and place the necessary protection at its expense.
8. Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the Contractor shall immediately notify the Engineer in writing. When authorized by the Engineer, support or protection of the utility will be paid for.
9. The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged. The Contractor shall bear the costs of repair or replacement of any utility damaged if located.
10. When placing concrete around or contiguous to any non-metallic utility installation, the Contractor shall at its expense:
  - a. Furnish and install a 2-inch cushion of expansion joint material or other similar resilient material; or
  - b. Provide a sleeve or other opening which will result in a 2-inch minimum-clear annular space between the concrete and the utility; or
  - c. Provide other acceptable means to prevent embedment in or bonding to the concrete.
11. Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations, the Contractor shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.
12. Unless otherwise specified, the Contractor shall remove all interfering portions of utilities shown on the Plans or indicated in the Bid documents as "abandoned" or "to be abandoned in place." Before starting removal operations, the Contractor shall ascertain from the Agency whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of Work necessitating such removals.
13. When feasible, the owner is responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of Work by the Contractor. When the Plans or Specifications indicate that a utility installation is to be relocated, altered, or constructed by others, the Agency will conduct all negotiations with the owners and work will be done at no cost to the Contractor, except for manhole frame and cover sets to be brought to grade as provided in the Contract Documents. Utilities which are relocated to avoid interference shall be protected in their

position and the cost of such protection shall be included in the Bid for the items of Work necessitating such relocation.

14. After award of the Contract, portions of utilities which are found to interfere with the Work will be relocated, altered, or reconstructed by the owners, or the Engineer may order changes in the Work to avoid interference. Such changes will be paid.
15. When the Plans or Specifications provide for the Contractor to alter, relocate, or reconstruct a utility, all costs for such Work shall be included in the Bid for the items of Work necessitating such Work. Temporary or permanent relocation or alteration of utilities requested by the Contractor for its convenience shall be its responsibility and it shall make all arrangements and bear all costs.
16. The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. When directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. The relocation of such service connections will be paid and will include the restoration of all existing improvements which may be affected by the relocation. The Contractor may agree with the owner of any utility to disconnect and reconnect interfering service connections. The Agency will not be involved in any such agreement.
17. Contractor shall coordinate the Work with utility agencies and companies. Prior to the installation of any and all utility structures within the limits of work by any utility agency or company, or its contractor, the Contractor shall place all curb or curb and gutter that is a part of the Work and adjacent to the location where such utility structures are shown on the Plans and are noted as being located, relocated or are otherwise shown as installed by others. In order to minimize delays to the Contractor caused by the failure of other parties to relocate utilities that interfere with the construction, the Contractor, upon the Engineer's approval, may be permitted to temporarily omit the portion of Work affected by the utility. If such temporary omission is approved by the Engineer, the Contractor shall place survey or other physical control markers sufficient to locate the curb or curb and gutter to the satisfaction of the utility agency or company. Such temporary omission shall be for the Contractor's convenience and no additional compensation will be allowed therefore or for additional work, materials or delay associated with the temporary omission. The portion thus omitted shall be constructed by the Contractor immediately following the relocation of the utility involved unless otherwise directed by the Engineer.
18. The Contractor shall notify the Engineer of its Construction Schedule insofar as it affects the protection, removal, or relocation of utilities. The notification shall be included as a part of the Construction Schedule. The Contractor shall notify the Engineer in writing of any subsequent changes in the Construction Schedule which will affect the time available for protection, removal, or relocation of utilities.
19. The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed.
20. The Contractor may be given an extension of time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing the Work correctly shown on the Plans.

21. The Agency will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the Work if such utilities are not identified in the Contract Documents. The Contractor will not be assessed liquidated damages for any delay caused by failure of Agency to provide for the timely removal, relocation, or protection of such existing facilities.
22. The Contractor will be compensated for damages incurred due to delays for which the Agency is responsible or for delays attributable to interferences, relocations, or alterations not covered by the Contract Documents. These damages for delay will be determined by the Engineer. The Agency shall not be liable for damages which could have been avoided by the judicious handling of forces, equipment, or plant. These avoidable damages will be determined by the Engineer. The Engineer may grant Contractor an extension of time for damages due to delay.
23. When necessary, the Contractor shall so conduct its operations as to permit access to the Work Site and provide time for utility work to be accomplished during the progress of the Work.

#### 4-2 INSPECTION

##### 4-2.1 General

ADD the following:

1. All costs of inspection at the source, including salaries and mileage costs, shall be paid by the Contractor.
2. Materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Contract Documents. For a list of these items or materials, Contractor may refer to the Summary of Work.
3. Location changes to the source of materials requiring inspection without the required 24-hour notification may result in non-compliant material subject to rejection. Contractor shall be responsible for staff charges resulting from last minute changes or cancellations once staff has been deployed. The Engineer shall issue a deductive Field Order for a minimum of 2 hours of staff time to reimburse the Agency for misdirected staff charges. The Contractor shall be notified in writing of the additional staff charges incurred.
4. Agency staff or a qualified inspection agency approved by the Engineer shall witness all welding, lining, coating, and testing. Contractor shall incur additional inspection costs outlined in 4-2.3, "Inspection of Items Not Locally Produced."
5. All parts of production (including but not limited to product fabrication, welding, testing, lining, and coating of straight pieces and specials) shall be performed or produced in the United States.
6. Welding and all testing shall be performed by certified welders and testing staff with credentials traceable in the United States.
7. The Contractor shall provide the Engineer free and safe access to any and all parts of Work at any time. Such free and safe access shall include means of safe access and egress, ventilation, lighting, shoring, dewatering and all elements pertaining to the safety of persons as contained in the California Code of Regulations, Title 8, Industrial Relations, Chapter 4, Division of Industrial Safety, Subchapter 4, Construction Safety Orders and such other safety regulations

as may apply. Contractor shall furnish Engineer with such information as may be necessary to keep the Engineer fully informed regarding progress and manner of work and character of materials. Inspection or testing of the whole or any portion of the Work or materials incorporated in the Work shall not relieve Contractor from any obligation to fulfill this Contract.

#### 4-2.3 Inspection of Items Not Locally Produced

ADD the following:

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

ADD the following: 4-2.4 Specialty Inspection Paid for by the Contractor

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

#### 4-3 TESTING

ADD the following:

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

#### 4-4 TRADE NAMES

ADD the following:

1. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required.
2. Unless stated otherwise, materials or equipment of other suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.
3. For reviews prior to Bid:
  - a. The Engineer shall respond to Contractor's substitution proposal by the last date for issuing an Addendum for the Contract. If the Engineer fails to respond to Contractor's substitution proposal before the Bid due date, the substitution proposal shall be deemed denied.
  - b. Contractor may bring forward a substitution proposal after Award that was denied based on the Engineer's failure to respond by submitting a Cost Reduction Proposal in accordance with 2-6.1, "Cost Reduction Proposal."
4. Include the following information in the request for substitution:
  - a. Whether or not acceptance of the substitute for use in the Work shall require a change in any of the Contract Documents to adopt the design to the proposed substitute.
  - b. Whether or not incorporation or use of the substitute in connection with the Work is subject to the payment of any license fee or royalty.
  - c. All variations of the proposed substitute from the items originally specified shall be identified.

- d. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles (80.5 km) of the Site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
  - e. Certifications from the manufacturer or service provider that the proposed substitute shall perform the intended function adequately under the expected service conditions, achieve the results called for by the general design, and be similar and of equal substance to that indicated.
5. There is no guaranteed time frame for the Engineer's review of the substitution requests. Any lack of action on the Engineer's side within Contractor's requested time does not constitute acceptance of the substitution.
6. If, in the opinion of the Engineer, substitute items are determined to be unsatisfactory in performance, appearance, durability, compatibility with existing equipment or systems, availability of repair parts and suitability of application, the Contractor shall remove the substituted item and replace it with the originally specified item at no cost to the Agency.
7. The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon Contractor. The Engineer may require at Contractor's expense additional data about the proposed substitute.
8. Acceptance by the Engineer of a substitute item does not relieve Contractor of the responsibility for full compliance with the Contract Documents. If the Engineer takes no exceptions to the proposed substitution, it shall not relieve Contractor from Contractor's responsibility to the efficiency, sufficiency, quality, and performance of the substitute material or equipment in the same manner and degree as the material and equipment specified by name.
9. The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, Contractor shall not be entitled to either an extension in Contract Time, an increase in the Contract Price, or both.
10. As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written approval.
11. The Contractor is responsible for the satisfactory performance of substituted items. If, in the sole opinion of the Engineer, the substitution is determined to be unsatisfactory in performance, appearance, durability, compatibility with associated items, availability of repair parts and suitability of application the Contractor shall remove the substituted item and replace it with the originally specified item at no cost to the Agency.

#### 4-5 WEIGHING AND METERING EQUIPMENT

REPLACE the first paragraph with the following:

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

## SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

### 5-1 LAWS AND REGULATIONS

ADD the following:

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

#### 5-3.3 Payroll Records.

ADD the following:

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

#### 5-3.4 Hours of Labor

ADD the following:

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



## 5-4 INSURANCE

### 5-4.1 General.

ADD the following:

1. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by the Contractor, his or her agents, representatives, employees or Subcontractors. The insurance shall meet the City's policy for insurance as stated in City Council Policy No. 70.
  - a. **Coverages and Limits:** Contractor shall maintain the types of coverages and minimum limits specified in these Agency Supplemental General Provisions (00 73 00):
    - i. **Commercial General Liability (CGL) Insurance:** Insurance written on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
    - ii. **Business Automobile Liability Insurance:** \$2,000,000 combined single limit per accident for bodily injury and property damage. In addition, the auto policy must cover any vehicle used in the performance of the Contract, used onsite or offsite, whether owned, non-owned or hired, and whether scheduled or non-scheduled.
    - iii. **Workers' Compensation and Employers' Liability Insurance:** Workers' compensation limits as required by the Labor Code and Employers' Liability limits of \$1,000,000 per incident. Workers' compensation offered by the State Compensation Insurance Fund is acceptable to the City.
  - b. **Additional Provisions:** Contractor shall ensure that the policies of insurance required under this Contract with the exception of Workers' Compensation and Business Automobile Liability Insurance contain, or are endorsed to contain, the following provisions.
    - i. The Agency, its officials, employees and volunteers must be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officials, employees or volunteers. All additional insured endorsements must be evidenced using separate documents attached to the certificate of insurance; 1 for each company affording general liability, and employers' liability coverage.
    - ii. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officials, employees or volunteers.
- iv. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c. **Notice of Cancellation.** Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be nonrenewed, suspended, voided, canceled, or reduced in coverage or limits except after 10 Calendar Days' prior written notice has been sent to the Agency by certified mail, return receipt requested.
- d. **Deductibles and Self-Insured Retention (S.I.R.) Levels.** Any deductibles or self-insured retention levels must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention levels as respects the Agency, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- e. **Waiver of Subrogation.** All policies of insurance required under this Contract shall contain a waiver of all rights of subrogation the insurer may have or may acquire against the Agency or any of its officials or employees.
- f. **Subcontractors.** Contractor shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. Coverages for Subcontractors shall be subject to all of the requirements stated in these Agency Supplemental General Provisions (00 73 00).
- g. **Acceptability of Insurers.** Insurance must be placed with insurers that have a rating in Best's Key Rating Guide of at least A:VII. Insurers must also be authorized to transact the business of insurance by the State of California Insurance Commissioner as admitted carriers as evidenced by a listing in the official publication of the Department of Insurance of the State of California and/or under the standards specified by City Council Policy No. 70.
- h. **Verification of Coverage.** Contractor shall furnish the Agency with certificates of insurance and original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be in forms approved by the Agency and are to be received and approved by the Agency before the Contract is executed by the Agency.
- i. **Coverage and Limits.** Contractor will maintain the types of coverage and minimum limits indicated below unless the Risk Manager or City Manager or Executive Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Contract. Agency, its officers, agents, and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Contract are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to

the named insured shall also be available and applicable to the Agency as an additional insured.

- j. **Cost of Insurance.** The Cost of all insurance required under this Contract shall be included in the Contractor's Bid.

#### 5-6 PATENTS FEES AND ROYALTIES.

DELETE in its entirety and SUBSTITUTE with the following:

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

#### 5-7 SAFETY

##### 5-7.1.1 General.

ADD the following:

1. The Contractor shall respond and initiate corrective action in accordance with OSHA and within 24 hours of the notice of the nonconforming Work that poses an imminent threat to person or property.
2. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and public, and shall use danger signs warning against hazards created by such features of construction as protruding nails, hoists, well holes, and falling materials.

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

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

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

5-7.7 Security and Protective Devices.

5-7.7.1 General.

DELETE in its entirety and SUBSTITUTE with the following:

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

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

5-7.7.2 Security Fencing

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

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

ADD the following: 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 the following: 5-9 CONFLICT OF INTEREST

1. Establish and make known to Contractor's employees appropriate safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others and particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from Subcontractors or potential Subcontractors.
2. Contractor is subject to all federal, state, and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices (Government Code Sections 1090 *et. seq.* and 81000 *et. seq.*, the Agency's Ordinances, and the City of Carlsbad Municipal Code). If, in performing the Work, Contractor makes or participates in a "governmental decision" in accordance with Title 2, Section 18701, subdivision (a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for Agency that would otherwise be performed by an Agency employee holding a position specified in the Agency's conflict of interest code, Contractor shall be subject to a conflict of interest code requiring the completion of 1 or more statements of economic interests disclosing Contractor's relevant financial interests.
3. Statements of economic interests shall be made on Fair Political Practices Commission Form 700 and filed with the City of Carlsbad's City Clerk. Contractor shall file a Form 700 (Assuming Office Statement) within 30 Calendar Days of the Agency's written determination that Contractor shall be subject to a conflict of interest code and file a Form 700 (Annual Statement) on or before April 1st disclosing any financial interests held during the previous calendar year for which Contractor was subject to a conflict of interest code.
4. If the Agency requires Contractor to file a statement of economic interests as a result of the Work performed, Contractor shall be considered an "Agency Official" for conflict of interest purposes, including the prohibition against lobbying the Agency for 1 year following the expiration or termination of the Contract.
5. Contractor's personnel employed on the Project shall not accept gratuities or any other favors from any Subcontractors or potential Subcontractors. Contractor shall not recommend or specify any product, supplier, or other Contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
6. If Contractor violates any conflict of interest laws or any of these conflict of interest provisions, the violation shall be grounds for immediate termination of this Contract. Further, the violation subjects Contractor to liability to the Agency for all damages sustained as a result of the violation.

ADD the following: 5-10 ELECTRONIC COMMUNICATION

1. When specified in the Contract Documents, Contractor shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs, and

transmittals to the Project management website established for the Project. The Contractor shall maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule. The Contractor shall review and act on all communications addressed to the Contractor in the Project management website. A user's guide to the Project management system may be available on the City's website and shall be provided to Contractor at the Pre-construction Meeting.

2. The payment for electronic communications shall be included in the Contract Price.

ADD the following: 5-11 STATUTORY REFERENCES

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

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

### 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

ADD the following:

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

### 6-2 PROSECUTION OF WORK

ADD the following:

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

ADD the following: 6-2.1 Order of Work.

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

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

### 6-3 TIME OF COMPLETION

#### 6-3.1 General.

ADD the following:

1. Unless otherwise specified in the Contract, the time of completion of the Contract shall be expressed in Working Days.
2. The number of Working Days specified for the walk-through, preparation, and the completion of Punchlist items until acceptance shall be included in the stipulated Contract Time.
3. The Contractor shall obtain the written approval of the Engineer to perform any Work outside of normal Work hours. This approval must be obtained at least 48 hours prior to commencement of such Work. The Contractor shall pay any additional costs for inspection or testing of such Work.
4. Work that is required by the Engineer to occur outside of normal Work hours will be identified in the Special Provisions.
5. The Contractor shall not perform Work during moratoriums per 6-2.2 or during any periods of restriction identified in agency permits or Project environmental documents and shall include all such schedule constraints in the Construction Schedule.
6. No additional payment or adjustment of Bid item prices or adjustment of Contract Time will be made for the Contractor's inability to work outside of normal Work hours if Contractor's request is denied by the Engineer or during prohibited periods.
7. Contractor's schedule shall plan for a minimum of 2 weeks after final walk-through to receive a final punch list from the Agency. Punch list items can be worked on during this 2-week period.

### 6-4 DELAYS AND EXTENSIONS OF TIME

#### 6-4.1 General.

ADD the following:

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

#### 6-4.2 Extensions of Time.

DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall be modified only by Change Order.
2. Contractor shall immediately submit to the Agency a written request for a Change Order to modify the Contract Time, but in no event later than 1 Working Day after the occurrence and discovery of the events giving rise to the request. Contractor shall include in Contractor's request a general description of the basis for and the estimated length of any extension and submit supporting data, including a time impact analysis setting forth the claimed Critical

Path impacts to the Construction Schedule consistent with Section 1.14 (Change Orders, Delays, and Extensions of Time).

3. The Engineer shall not grant an extension of Contract Time unless Contractor demonstrates, through an analysis of the critical path, the following:
  - a. The event causing the delay impacted the activities along the Project's critical path.
  - b. The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond Contractor's control and without Contractor's fault or negligence.
  - c. All Project float has been used.
4. The Engineer shall issue a weekly document that stipulates the Contract Time. If Contractor does not agree with this document, Contractor shall submit to the Engineer for review a written protest supporting Contractor's objections to the document within 15 Working Days after receipt of the weekly document. Contractor's failure to file a timely protest shall constitute Contractor's acceptance of the Engineer's weekly document.
  - a. Contractor's protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims."

#### 6-4.4 Written Notice and Report.

DELETE in its entirety and SUBSTITUTE with the following:

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

#### 6-6 SUSPENSION OF THE WORK

##### 6-6.1 General.

ADD the following:

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



## 6-7 TERMINATION OF THE CONTRACT FOR DEFAULT

### 6-7.1 General.

DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the Acceptance of the Work, Contractor shall be found in default of the Contract if:
  - a. Contractor becomes insolvent, assign Contractor's assets for the benefit of Contractor's creditors, are unable to pay Contractor's debts as they become due, or are otherwise financially unable to complete the Work.
  - b. Contractor abandons the Work by failing to report to the Site and by failing to diligently execute the Work to completion.
  - c. Contractor disregards written instruction from the Engineer or materially violates provisions of the Contract Documents.
  - d. Contractor fails to execute the Work according to the Schedule approved by the Engineer.
  - e. Contractor disregards laws or regulations of any public body having jurisdiction.
  - f. Contractor commits continuous or repeated violations of regulatory or statutory safety requirements.
  - g. Contractor fails to notify the Engineer upon discovery of items of Native American, Archaeological, or Paleontological interests.
2. Notices and other written communications regarding default between the Contractor, the Agency, and the Surety shall be transmitted in accordance with 5- 2, "SPECIAL NOTICES."

## 6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

DELETE in its entirety and SUBSTITUTE with the following:

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

- g. Take all necessary steps and actions to minimize all costs to the Agency as a result of the termination.
- h. Take any action that may be necessary or that the Engineer may direct for the protection and preservation of the property related to the Contract that is in Contractor's possession and in which the Agency has or may acquire an interest.

#### 6-8.1 Termination Cost.

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

#### 6-8.2 Termination Settlement.

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

#### 6-8.3 Determination of Amount Due the Contractor.

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

#### 6-8.4 Records and Documents Relating to Termination.

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

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

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

6-9 LIQUIDATED DAMAGES

DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor’s failure to complete the Work within the time allowed shall result in damages being sustained by the Agency. Such damages are, and shall continue to be, impracticable and extremely difficult to determine. For each consecutive Working Day in excess of the time specified for the completion of the Work, as adjusted in accordance with 6-4, “DELAYS AND EXTENSIONS OF TIME,” Contractor shall pay to the Agency, or have withheld from monies due it, the sum described in the table below, along with any other damages that may be sustained by the Agency during the Project, unless otherwise specified in the Special Provisions.
2. The execution of the Contract shall constitute agreement between Contractor and the Agency that the liquidated damage amount described in the table below is the value of the damage caused by Contractor’s failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from Contractor’s payments if such delay occurs.

Contract Value	Liquidated Damage Daily Amount
\$100,000 and more	\$1,500

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

ADD the following: 6-10 RIGHT TO AUDIT

6-10.1 General.

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

#### 6-10.2 Audit.

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

#### 6-10.3 Compliance Required Before Mediation and Litigation.

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

#### 6-10.4 Access to Records on Federally Funded Projects.

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

### SECTION 7 – MEASUREMENT AND PAYMENT

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

#### 7-2 LUMP SUM WORK

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

1. Submit a SOV for the lump sum Bid items of the Work to the Engineer for review and approval at the pre-construction meeting.
2. The SOV shall:
  - a. Subdivide the Work into its respective parts.
  - b. Include values for all items comprising the Work.
  - c. Serve as the basis for monthly progress payments.
3. The Engineer is the sole judge of acceptable numbers, details, and description of values established. If, in the opinion of the Engineer, a greater number of SOV items than proposed by Contractor is necessary, add the additional items identified by the Engineer. When requested by the Engineer, provide substantiating data in support of the SOV.

4. The Contractor shall incorporate the SOV into the cost loading function of the Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK." Monthly progress payment amounts for Lump Sum items shall be determined from the monthly updates of the Schedule activities.
5. The Contractor shall develop the SOV independently but simultaneously with the development of the Schedule activities and logic. Incorporate phase funding impacts, if applicable, into the Schedule.
6. The Contractor shall break down the Work not specifically included in the Bid as necessary for establishment of cost and Schedule activity.
7. Following acceptance of the SOV, the Contractor shall incorporate the changes (if any) into the cost loading portion of the Schedule. Where coordination of the Schedule and the SOV requires changes made to 1 or both documents, the Contractor shall propose changes to the SOV and to the Schedule activities to satisfy the Schedule cost loading requirements.
8. The Contractor shall update and submit these listings in conjunction with the Schedule monthly submittals.
9. The Contractor shall incorporate issued Change Orders or Field Orders in the Schedule into the SOV as single units identified by the Change Order or Field Order number.
10. Changes to the Schedule which add activities not included in the original Schedule but included in the original Work (schedule omissions) shall have values assigned as accepted by the Engineer. Other activity values shall be reduced to provide equal value adjustment increases for added activities as accepted by the Engineer.
11. In the event that the Contractor and the Engineer agree to make adjustments to the original SOV because of inequities discovered in the original accepted SOV, increases and equal decreases to values for activities may be made.
12. The payment for the preparation of the SOV shall be included in the Contract Price.

### 7-3 PAYMENT

#### 7-3.1 General.

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

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

ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements. The Contract Price is not subject to adjustment for tax increases.

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

#### 7-3.2 Partial and Final Payment.

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

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

ADD the following:

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

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

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

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

2. Final Payment and release of Retention shall be paid after Contractor submits the following:
  - a. An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the Agency or the Agency's property might be responsible for or encumbered by. Fewer amounts withheld by the Agency shall have been paid for or otherwise satisfied.
  - b. A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
  - c. Consent of Surety to Final Payment.
  - d. If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the Agency, Contractor may furnish a bond satisfactory to the Engineer to indemnify the Agency against such lien.
  - e. If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
  - f. Required documentation, record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.

ADD the following: [7-3.2.1 Application for Progress Payment.](#)

1. By the 5th day of each month, sign, fill out, and submit to the Engineer a partial payment estimate that identifies acceptable Work performed during the previous month, or since the last partial payment estimate was submitted. If requested by the Engineer, provide such additional data as may be required to support the payment estimate. Such data may include submission of signed field orders and satisfactory evidence of payment for equipment, materials, and labor, including payments to Subcontractors and Suppliers.
2. For application for progress payments, Contractor shall use the format required by the Agency. An electronic copy of the invoice form is available from the Engineer upon request.

Progress payments shall be signed, and the date of the invoice shall be the date that the invoice is submitted.

3. The Agency shall not pay progress or partial payments until Contractor submits to the Engineer an updated Schedule. It is solely the Contractor's responsibility to prepare and submit the Schedule updates.
4. Disputed or incorrect applications shall be returned to the Contractor within 7 Calendar Days with documentation describing the reason for the rejection of the payment request.

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

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

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

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

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

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

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

### 7-3.3 Delivered Materials

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

ADD the following: 7-3.3.1.1 General.



1. When authorized, Contractor may request payment for materials and equipment which has not been incorporated into the Work but will be at a later date and will be delivered and stored at the Project Site.
2. The material shall meet the Contract requirements and the material's required test results and certifications shall be filed with the Engineer.
3. Only non-perishable materials for major items of Work or Materials Subject to Price Adjustment shall be considered for payment for on-site storage. However, each individual item has a value of more than 1% of the Contract Price and shall become a permanent part of the Work.
4. Materials cost shall be evidenced by the manufacturer's paid invoice bearing the statement that Contractor has paid all invoices in full.
5. The payments for the stored materials shall not exceed the invoice price or 60% of the Bid prices for the pay items into which the materials are to be incorporated, whichever is less, unless otherwise approved by the Engineer.
6. Apply for the payment for materials stored on a form provided by the Engineer and attach documentation to show the following:
  - a. The amount paid on the invoice (or other record of production cost) for the stored items.
  - b. The dollar amount of the material incorporated into each of the various Work items for the month.
  - c. The amount that should be retained for stored materials.
  - d. That Contractor has received the materials and equipment free and are clear of all liens, charges, secured interests, and encumbrances.
  - e. That the materials and equipment are covered by the appropriate property insurance in accordance with the insurance provisions and other arrangements that protect the Agency's interest.
7. Contractor shall provide the Engineer, upon request and prior to any partial payment, documentation which transfers full legal title to such materials to the Agency conditional only upon receipt of the Final Payment. Such transfer of title or any partial payment shall not constitute acceptance by the Agency of the materials nor shall it void the right to reject materials subsequently found to be unsatisfactory in accordance with SECTION 4 – CONTROL OF MATERIALS. This shall also not relieve Contractor of any obligation arising under the Contract Documents.
8. The payments for materials on-site are subject to retention as set forth in 7-3.2, "Partial and Final Payment."
9. Contractor shall assume all risks associated with the loss or damage to the stored products for which payment has or has not been received.
10. Equipment and materials shall be stored in accordance with manufacturer's recommendations. The stored products shall be in a form ready for installation. The Agency shall not pay for raw materials or parts and pieces of equipment.
11. Any and all surplus materials that are not incorporated in the Work shall become Contractor's property at no additional cost to the Agency.
12. Unless specifically provided in the Contract, payment for the materials on hand shall not be included when determining the percentage of Work completed.

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

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

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

1. The payment of materials and equipment delivered and stored offsite shall be contingent upon Contractor's compliance with the storage and protective maintenance requirements set forth in the Contract Documents and all other requirements necessary to preserve equipment warranties for the benefit of the Agency.
2. The Agency reserves the right to refuse approval for the payment of any equipment or materials suitably stored offsite in its sole discretion, regardless of whether all conditions in the Contract Documents have been met.
3. Partial payment may be made for products eligible for offsite delivery and storage only upon Contractor's presentation of a bill of sale, a paid invoice, or an affidavit certifying that the material is received by the Contractor free and clear of all liens, encumbrances, and secured interest of any kind including offsite delivery.
4. Partial payment for products delivered and stored offsite shall be contingent upon Contractor's compliance with the storage and protective maintenance requirements set forth in the Contract Documents and all other requirements necessary to preserve equipment warranties for the benefit of the Agency.
5. The cost of materials and equipment delivered but not incorporated into the Work will not be included in the progress estimate.
6. Costs associated with the delivery to and storage at an offsite facility shall be at Contractor's expense regardless of the Engineer's approval to deliver and store the materials.
7. Contractor shall provide written evidence to the Engineer of having made arrangements for unrestricted access by the Agency and the Agency's authorized representatives to the materials wherever stored, including provisions for the Agency to take control and possession of such materials at any time and without restriction. Contractor shall furnish the Engineer a permit of entry, from the owner of the property, for at least 6 months after the NOC has been filed. The permit of entry shall contain information similar to the following:

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

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

#### 7-3.4 Mobilization.

ADD the following:

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

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

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

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

#### 7-4 PAYMENT FOR EXTRA WORK

##### 7-4.1 General.

ADD the following:

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

## 7-4.2 Basis for Establishing Costs.

### 7-4.2.1 Labor.

ADD the following:

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

### 7-4.2.2 Tool and Equipment Rental.

DELETE in its entirety and SUBSTITUTE with the following:

1. No payment shall be made for the use of tools which have a replacement value of \$200 or less.
2. Regardless of ownership, the rates and delay factors to be used in determining equipment rental costs shall not exceed those listed in the latest edition of the Caltrans publication entitled "Labor Surcharge and Equipment Rental Rates" preceding the date the Work is accomplished. The latest edition of the Caltrans publication is available at [www.dot.ca.gov](http://www.dot.ca.gov). The delay factors therein shall be used as multipliers of the rental rates for determining the value of costs for delay to the Contractor and Subcontractors, if any. The labor surcharge rates published therein are not a part of this Contract.
3. Contractor shall be entitled to a rental rate adjustment when Contractor can substantiate that the rental rates prevailing locally exceed the published rates by more than 15%. For equipment not listed in the Caltrans publication, rental rates shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed.

4. Whenever possible, Extra Work shall be accomplished using equipment available on Site or owned by Contractor. If a specific piece of equipment shall be rented to be used exclusively for the Extra Work, the rental rate shall be the invoiced rate. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the Extra Work shall be included.
5. If rental equipment is not being used or used intermittently and could be returned to its rental source rather than holding it at the Work Site, the Contractor shall return the equipment at no expense to the Agency unless Contractor elects to keep it at the Work Site at Contractor's expense.
6. The reported rental time for equipment already at the Work Site shall be the duration of its use on the Extra Work. This time shall begin when equipment is first used on Extra Work, plus the time required to move it from its previous site and back or from its previous site to a closer site.
7. All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used.

7-4.2.3 [Materials.](#)

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

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

7-4.2.4 [Invoices.](#)

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

7-4.3 [Markup.](#)

7-4.3.1 [Work by the Contractor.](#)

DELETE in its entirety and REPLACE with the following:

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

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

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

#### 7-4.3.2 Work by a Subcontractor.

DELETE in its entirety and REPLACE with the following:

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

#### 7-4.4 Daily Reports.

ADD the following:

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

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

The report shall:

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

## SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

### 8-1 GENERAL

ADD the following: 8-1.1 Field Office Maintenance.

1. Contractor shall service, maintain, and clean the field office on a weekly basis to the Engineer's satisfaction.
2. Contractor shall service, clean, and maintain the portable chemical toilet and replenish bottled drinking water supplies.
3. Contractor shall service and maintain field office equipment. For the air conditioning system, Contractor shall perform the maintenance at intervals recommended by the supplier or manufacturer or as directed by the Engineer.

4. Contractor is responsible for the maintenance of all items supplied. Contractor shall repair or replace any equipment or furnishing in the event of damage or theft at no additional cost to the Agency.

ADD the following: 8-1.2 Field Office Security.

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

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

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

**END OF SECTION**

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

## SECTION 2

01 11 00 SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

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

1.05 WORK BY OTHERS

- a. During project construction, there is another project planned at the facility to reconstruct the restroom facilities within the pool area of the complex. It is anticipated that during project construction, and during construction of the re-plaster project, the pool deck and area immediately surrounding the pool and restrooms will be closed to the public.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**END OF SECTION**



## 01 11 20 MEASUREMENT AND PAYMENT

### PART 1 GENERAL

#### 1.01 SCOPE

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

#### 1.02 BID ITEMS

1. Schedule A - Provide all labor, equipment and materials necessary to replaster the competition pool and instructional pool as required by the contract plans and specifications. Work includes, but is not limited to: mobilization; remove, protect, and reinstall hardware and appurtenances; demolish and haul-off/recycle waste debris; perform crack and rebar repairs within underlying concrete/shotcrete; install new lighting, drains, inlet covers, tiles, waterproofing, valves and other appurtenances; replaster, survey and certify and manage water conditions all as included in the contract documents. The scope of work in Schedule A shall include the concrete deck repairs (plan note 23) and the removal and replacement of concrete adjacent to the Spa (plan note 24).
2. Schedule B - Provide all labor, equipment and materials necessary to replaster the competition pool and instructional pool as required by the contract plans and specifications. Work includes, but is not limited to: mobilization; remove, protect, and reinstall hardware and appurtenances; demolish and haul-off/recycle waste debris; perform crack and rebar repairs within underlying concrete/shotcrete; install new lighting, drains, inlet covers, tiles, waterproofing, valves and other appurtenances;

replaster, survey and certify and manage water conditions all as included in the contract documents.

### 1.03 SUBMITTALS

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

### 1.04 CASH ALLOWANCES (This section not used)

### 1.05 SCHEDULE OF VALUES (SOV)

- a. The Contractor shall prepare a separate SOV for each schedule of the Work under the Contract.
- b. Upon request of the Construction Manager, the Contractor shall provide documentation to support the accuracy of the SOV.
- c. The Contractor shall prepare and submit to the Engineer for review a SOV within the time specified in the Contract Documents.
- d. When requested by the Engineer, the SOV shall divide each lump sum Bid item into its respective activities as listed in the Construction Schedule, and the sum of the costs apportioned to the activities comprising the Bid item shall equal the Bid item price. The Contractor shall add additional detail to the SOV when, in the opinion of the Engineer, such detail is necessary to represent the basis for payment. The Contractor shall submit to the Engineer a corrected Schedule of Values within 10 Calendar Days of the Engineer's request.
- e. The Contractor shall make adjustments to the approved SOV to account for Change Orders or Extra Work. The SOV entries for adjustments so made shall be approved by the Engineer.
- f. The Contractor shall submit a revised SOV with each payment request.
- g. Payment for the preparation of or revisions to the SOV shall be included in the Contract Price and no additional payment will be made therefor.
- h. Unit Price Work: Must reflect unit price quantity and price breakdown from conformed Bid Form.
- i. Lump Sum Work:
  1. Must reflect specified cash and contingency allowances and alternates, as applicable.

2. List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, equipment testing, facility startup, and Contract closeout separately.
    - i. Mobilization includes, at minimum, items identified in Section 01 50 00, Temporary Facilities and Controls.
    - ii. Include item(s) for monthly progress schedule update and maintenance of Construction Manager's trailer.
  3. Break down by Division 02 through 49 with appropriate subdivision of each specification for each Project facility.
- j. An unbalanced or front-end loaded schedule will not be acceptable.
- k. Summation of the complete SOV representing all the Work shall equal the Contract Price.
- l. The Contractor shall submit SOV electronically in a spreadsheet format compatible with latest version of MS Excel.

#### 1.06 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

- a. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.
- b. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

#### 1.07 APPLICATION FOR PAYMENT

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

## 1.08 PAYMENT

- a. Transmittal Summary Form: Attach 1 Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.
- b. Each month, the Engineer will make an approximate measurement of the Work performed to the closure date as basis for making monthly progress payments. The estimated value will be based on Contract Unit Prices, completed Change Order Work. Progress payments shall be made no later than 30 Calendar Days after the closure date. Five Working Days following the closure date, the Engineer shall complete the detailed progress pay estimate and submit it to the Contractor for the Contractor's information. Should the Contractor assert that additional payment is due, the Contractor shall within 10 Calendar Days of receipt of the progress estimate, submit a supplemental payment request to the Engineer with adequate justification supporting the amount of supplemental payment request. Upon receipt of the supplemental payment request, the Engineer shall, as soon as practicable after receipt, determine whether the supplemental payment request is a proper payment request. If the Engineer determines that the supplemental payment request is not proper, then the request shall be returned to the Contractor as soon as practicable, but not later than 7 Calendar Days after receipt. The returned request shall be accompanied by a document setting forth in writing the reasons why the supplemental payment request was not proper. Consistent with Public Contract Code Section 20104.50, the Agency shall make payments within 30 Calendar Days after receipt of an undisputed and properly submitted supplemental payment request from the Contractor. If payment of the undisputed supplemental payment request is not made within 30 Calendar Days after receipt by the Engineer, then the Agency shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Code of Civil Procedure Code Section 685.010.
- c. After final inspection, the Engineer will make a Final Payment Estimate and process a corresponding payment. This estimate will be in writing and shall be for the total amount owed the Contractor as determined by the Engineer and shall be itemized by the Contract Bid item and Change Order item with quantities and payment amounts and shall show all deductions made or to be made for prior payments and amounts to be deducted under provisions of the Contract. All prior estimates and progress payments shall be subject to correction in the Final Payment Estimate.
- d. The Contractor shall have 30 Calendar Days from receipt of the Final Payment Estimate to make a written statement disputing any Bid item or Change Order item quantity or payment amount. The Contractor shall provide all documentation at the time of submitting the statement supporting its position. Should the Contractor fail to submit the statement and supporting documentation within the time specified, the Contractor acknowledges that full and final payment has been made for all Contract Bid items and Change Order items.
- e. If the Contractor submits a written statement with documentation in the aforementioned time, the Engineer will review the disputed item within 30 Calendar Days and make any

appropriate adjustments on the Final Payment. Remaining disputed quantities or amounts not approved by the Engineer will be subject to resolution as specified in Section 2-10, Disputed Work.

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

1.09 MOBILIZATION (This section not used)

1.09 EXCAVATION AND TRENCHING (This section not used)

1.11 PIPELINES (This section not used)

1.12 SEWERS (This section not used)

1.13 PIPELINES (This section not used)

1.14 MISCELLANEOUS CONCRETE (This section not used)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**END OF SECTION**

## 01 31 00 PROJECT MANAGEMENT AND COORDINATION

### PART 1 CONSTRUCTION MANAGEMENT SOFTWARE

#### 1.01 PROCORE PROJECT MANAGEMENT AND COLLABORATION SYSTEM

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

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

**END OF SECTION**

## 01 32 00 SUBMITTALS

### PART 1 GENERAL

#### 1.01 GENERAL

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

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

Or

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

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

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

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

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



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

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

#### 1.02 ENGINEER'S REVIEW OF SUBMITTALS

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

#### 1.03 RESUBMITTAL OF DRAWINGS AND DATA

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

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

#### 1.04 COLOR SELECTION

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

#### 1.05 OPERATION AND MAINTENANCE DATA AND MANUALS

- a. Adequate operation and maintenance information shall be supplied for all equipment requiring maintenance or other attention. The equipment supplier shall prepare a Project specific operation and maintenance manual for each type of equipment indicated in the individual equipment sections or the equipment schedule.
- b. Operation and maintenance manuals shall include the following:
  - 1. Equipment function, normal operating characteristics, and limiting conditions.
  - 2. Assembly, installation, alignment, adjustment, and checking instructions.
  - 3. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
  - 4. Lubrication and maintenance instructions.
  - 5. Guide to troubleshooting.
  - 6. Parts lists and predicted life of parts subject to wear.
  - 7. Outline, cross section, and assembly drawings; engineering data; and wiring diagrams.
  - 8. Test data and performance curves, where applicable.
- c. 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.
- d. 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.

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

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

#### 1.07 ELECTRONIC OPERATIONS AND MAINTENANCE MANUALS

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

headings bookmarked based on the Table of Contents. Major headings, whose content is contained in subsequent files (children) shall be linked to be called from the parent to the specific location in the child file. The child file shall contain bookmark entries for both major and minor headings contained in the child file. The first bookmark of any child file shall link back to the parent file and shall read as follows "Return to the Equipment Name Table of Contents," e.g., Return to the Polymer Feed System Table of Contents.

11. Drawings shall be bookmarked individually.
12. Files shall be delivered without security settings to permit editing, insertion and deletion

#### 1.08 LABELING

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

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**END OF SECTION**

## 01 33 00 CONSTRUCTION PROGRESS SCHEDULE

### PART 1 GENERAL

#### 1.01 PROGRESS SCHEDULE

- a. A Progress Schedule shall be used to control the Work and to provide a definitive basis for determining Project progress. The Progress Schedule shall be prepared, maintained and updated by the Contractor and historical dates agreed monthly with the Engineer. The Contractor shall submit a preliminary Progress Schedule and a Progress Schedule for acceptance by the Engineer. These schedules shall be the Contractor's working schedules and shall be used to plan, organize and execute the Work, record and report actual performance and progress, and show how the Contractor plans to complete all remaining Work as of the end of each progress report period.
- b. The Progress Schedule shall comprise all the detailed construction-related activities using the CPM. The Progress Schedule shall provide sufficient detail and clarity to reflect the intricacies and interdependencies of activities so the Contractor can plan, schedule, monitor, control and report on the progress of its work. In addition, it shall provide the Engineer and Agency a tool to monitor and follow the progress for all phases of the Work.
- c. The Contractor shall perform Work and furnish materials, labor, tools, equipment or services that may be reasonably inferred as being required to produce the intended result, whether specifically called for in the Contract Documents, at no additional cost to the Agency.
- d. Scheduling software shall be Primavera Project Manager (P6)..

#### 1.02 PRE-CONSTRUCTION SCHEDULING CONFERENCE

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

#### 1.03 PRELIMINARY PROGRESS SCHEDULE

- a. Following the pre-construction scheduling conference but within 10 Calendar Days of the Effective Date of the Contract, the Contractor shall submit a preliminary Progress Schedule for review by the Engineer. The preliminary Progress Schedule shall show detailed construction-related activities for the first 45 Calendar Days of the Project. The remainder of the Contract activities shall be shown as summary bars within the milestones of the Work. If the Engineer has comments on the preliminary Progress Schedule, Contractor shall make the necessary changes and resubmit it within 10 Calendar Days. No progress payments will be made during the period specified above for

the preliminary Progress Schedule until the preliminary Progress Schedule has been accepted by the Engineer.

- b. The preliminary Progress Schedule shall:
  - 1. Illustrate a feasible schedule for completion of the Work within the time and milestones specified.
  - 2. Provide an elementary example of the schedule in the format to be used for the Progress Schedule.
  - 3. Include the activity code structure as described in paragraph 1.18 ACTIVITY CODES.

#### 1.04 PROGRESS SCHEDULE

- a. The Progress Schedule comprises all the construction-related activities for the Work and shall show the order in which the Contractor proposes to carry out the Work. Contractor shall include milestones, coordination necessitated by limited access and available work areas, and the availability and use of the labor force, material and equipment. Contractor shall use the Progress Schedule to plan, schedule and coordinate the Work including activities of Subcontractors, equipment vendors, and suppliers.
- b. The Progress Schedule shall be to the level of detail acceptable to the Engineer, and shall include the following:
  - 1. Organization and structural breakdown of the Project;
  - 2. Milestones and completion dates;
  - 3. Type of Work to be performed and the labor trades involved;
  - 4. Purchase, manufacture and delivery activities for major materials and equipment;
  - 5. Preparation, submittal, and acceptance of shop drawings and material samples;
  - 6. Deliveries of Agency-furnished equipment and/or materials;
  - 7. Acceptances required by regulatory agencies and/or other third parties;
  - 8. Assignment of responsibility for each activity;
  - 9. Access requirements to Work areas;
  - 10. Identification of interfaces and dependencies with preceding, concurrent and follow on Contractors;
  - 11. Tests, submittal of test reports and acceptance of test results;
  - 12. Planning for phased or total acceptance by Agency; including start up and commissioning;
  - 13. Identification of any labor force, material and equipment restrictions.
  - 14. Sequence of construction to maintain plant operations;
  - 15. Planned outages.
- c. The activities included in the Progress Schedule shall be defined in Calendar Days. Durations shall be based on the labor (crafts), equipment, and materials required to perform each activity on a normal workday basis. Activity durations shall be 20 Working Days or less except in the case of non-construction activities such as procurement of materials, delivery of equipment, and concrete curing. All durations shall be the result of definitive labor force and resource planning by Contractor to perform the Work, in

consideration of contractually defined on Site Work conditions and Contractor's planned means and methods.

- d. When the Progress Schedule is accepted by the Engineer, the Engineer will save a copy of the Progress Schedule as the baseline schedule, and will use it for analysis of Contractor's progress.
- e. The Contractor shall update the Progress Schedule monthly.

#### 1.05 ELECTRONIC PROGRESS SCHEDULE FORMAT AND REPORTING (This section not used)

#### 1.06 COST LOADING (This section not used)

#### 1.07 RESOURCE LOADING (This section not used)

#### 1.08 COORDINATING PROGRESS SCHEDULE WITH OTHER CONTRACT SCHEDULES (This section not used)

#### 1.09 SUBMITTALS (This section not used)

#### 1.10 MONTHLY SCHEDULE UPDATES

- a. Monthly Progress Schedule updates shall be submitted for the duration of the Contract on a date agreed to by the Agency, Engineer, and Contractor. If monthly Progress Schedule updates are not submitted by the due date, progress payments will be withheld until the required information is submitted.
- b. The updated schedule shall be reviewed each month in a meeting with Engineer to verify:
  - 1. Actual start dates,
  - 2. Actual completion dates,
  - 3. Activity percent completion,
  - 4. Revised logic (as-built and projected) and changes in activity durations, cost assigned,
  - 5. Cost influence of Change Orders, if any,
  - 6. Revisions due to extension of time.

#### 1.11 DATA DATE (This section not used)

#### 1.12 REVIEW PROCESS (This section not used)

#### 1.13 RESPONSIBILITY OF SCHEDULE COMPLIANCE

- a. Whenever it becomes apparent from the current Progress Schedule that the Critical Path is delayed and the Contract completion date will not be met, Contractor shall mitigate the delay by taking some or all of the following actions at no additional cost to Agency.
  - 1. Increase construction labor force in such quantities and crafts as will bring the Project back on schedule within the completion dates and milestones.
  - 2. Increase the number of working hours per shift, shifts per day, Working Days per week, and the amount of construction equipment, or any combination of the foregoing, to substantially eliminate the backlog of Work.
  - 3. Re-schedule activities to achieve maximum practical concurrence of activities and to comply with the schedule date(s).
- b. Within 10 Calendar Days of the Engineer's request, Contractor shall submit a recovery schedule and written statement of the steps intended to remove or arrest the delay to

the Critical Path in the schedule. If the Contractor fails to submit the required information or should fail to take measures acceptable to the Engineer, the Engineer with Agency concurrence may direct Contractor to increase labor force, equipment and scheduled Work hours to remove or arrest the delay to the Critical Path and the Contractor shall promptly provide such level of effort at no additional cost to Agency.

- c. In the event Contractor fails to follow the updated or revised recovery schedule, Agency may elect to withhold progress payments until Contractor complies with the revised schedule.
- d. Should Contractor's efforts not remove or arrest the delay to the Critical Path of the accepted schedule, then Agency shall be entitled to supplement Contractor's workforce and equipment to remove and arrest any delay, and shall be entitled to deduct all costs and expenses associated with the supplemental workforce and equipment from payments due to the Contractor. If insufficient Contract funds remain, Agency may recover such funds from Contractor and its Surety.

#### 1.14 CHANGE ORDERS, DELAYS, AND EXTENSIONS OF TIME

- a. When Change Orders or delays are experienced by Contractor and Contractor requests an extension of time, Contractor shall submit a written time impact analysis to the Engineer illustrating the influence of each change or delay to the current Contract Schedule completion date. Each time impact analysis shall include a fragment incorporating the Change Order or delay into the Progress Schedule to demonstrate how Contractor was delayed.
- b. Each time impact analysis shall demonstrate the estimated time impact based on the events of the change or the delay; the date the change was given to Contractor or the delay incurred, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest update of the Progress Schedule or as adjusted for the events of delay.
- c. Three copies of the time impact analysis and an electronic copy on compact disk shall be submitted within 7 Calendar Days of delay occurrence or direction to proceed with a change is given to Contractor. No time extensions will be considered if the time impact analysis is not submitted within the specified time.
- d. The Engineer will review Contractor's time impact analysis. Contractor shall furnish such justification and supporting evidence as the Engineer deems necessary to determine whether Contractor is entitled to an extension of time. Engineer's review of each time impact analysis will be made within 5 Working Days of receipt of the time impact analysis and additional information as required by the Engineer, unless subsequent meetings and negotiations are necessary.
- e. The Contract completion time will be adjusted only for causes specified in paragraph 15. Time extensions will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total or remaining float along the Critical Path



at the time of actual delay. Delays in activities which are not on the Critical Path and do not affect Contract completion dates, will not be considered for an extension of time.

#### 1.15 CAUSES FOR EXTENSIONS OF TIME

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

#### 1.16 AS-BUILT SCHEDULE

- a. As a condition precedent to release of final payment, the last update to the Progress Schedule submitted shall be identified by the Contractor as the "As-Built Schedule." The "As-Built Schedule" shall reflect the exact manner in which the Project was actually constructed (including actual start and completion dates, activities, sequences, and logic) and shall be signed and certified by the Contractor's Project manager.

#### 1.17 SCHEDULE SOFTWARE SETTINGS AND RESTRICTIONS

- a. Contractor shall consult with Engineer for acceptable Primavera Project Manager software settings and restrictions. The following shall apply unless otherwise directed by the Engineer.
  1. Schedule Options:
    - i. Shall be defined only to "Use expected finish dates";

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

#### 1.18 ACTIVITY CODES

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

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

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

### 1.19 ACTIVITY RELATIONSHIPS

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

### 1.20 PROJECT CALENDARS

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

### 1.21 FLOAT

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

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

## 1.22 MANDATORY MILESTONES

- a. The Contract duration shall be equal to the time period between the Notice to Proceed and the completion milestone. The following milestones are mandatory.
  1. Project Award Milestone
  2. Notice to Proceed Milestone
  3. Substantial Completion is [Insert number and type (i.e., Working or Calendar)] days from Notice to Proceed
  4. Completion is [Insert number and type i.e., Working or Calendar] days from Notice to Proceed
- b. The following additional milestones are to be considered and incorporated into the Progress Schedule in accordance with the Contract terms, if applicable.
  1. Permit constraints
  2. Facility shut down or outage milestone requirements
  3. Applicable phasing milestones
  4. Other milestones deemed appropriate by the Engineer.

## PART 2 EXECUTION

### 2-1.1 Preconstruction Meeting

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

### 2-1.2 Preparation and Review of the Baseline Construction Schedule

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

#### 2-1.2.1 Time-Scaled Network Diagram

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

### 2-1.2.2 Tabular Listing

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

### 2-1.2.3 Bar Chart

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

### 2-1.2.4 Schedule Activities

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

### 2-1.2.5 Float

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

### 2-1.2.6 Restraints to Activities

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

### 2-1.2.7 Late Completion

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

### 2-1.2.8 Early Completion

The Baseline Construction Schedule will show the Contractor's plan to support and maintain the Project for the entire contractual time span of the Project. Should the Contractor propose a Project duration shorter than Contract duration, a complete Baseline Construction Schedule must be submitted, reflecting the shorter duration, in complete accordance with all schedule requirements of Agency Supplemental General Provisions Section 6-1. The Engineer may choose to accept the Contractor's proposal of a Project duration shorter than the duration specified; provided the Agency is satisfied the shortened Baseline Construction Schedule is reasonable and

the Agency and all other entities, public and private, which interface with the Project are able to support the provisions of the shortened Baseline Construction Schedule. The Agency's acceptance of a shortened duration Project will be confirmed through the execution of a Contract Change Order revising the Project duration and implementing all contractual requirements including liquidated damages in accordance with the revised duration.

#### 2-1.2.9 Engineer's Review

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

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

##### 2-1.2.9.1 "Accepted"

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

##### 2-1.2.9.2 "Accepted with Comments"

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

##### 2-1.2.9.3 "Not Accepted"

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

#### 2-1.3 Preparation of Schedule Updates and Revisions

The Contractor shall meet with the Engineer during the last week of each month to agree upon each activity's schedule status and shall submit monthly updates of the Baseline Construction Schedule confirming the agreements no later than the fifth Working Day of the following month.

The monthly update will be submitted on hard (paper) copy and electronic media conforming to Section 6-1.3.3 Electronic Media per the submittal requirements of Section 1.05 (Electronic Progress Schedule Format and Reporting) and will include each item and element of Sections 2-1.2 through 2-1.2.9 and 2-1.3.1 through 2-1.3.7.

#### 2-1.3.1 Actual Activity Dates

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

#### 2-1.3.2 Activity Percent Complete

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

#### 2-1.3.3 Electronic Media

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

#### 2-1.3.4 List of Changes

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

#### 2-1.3.5 Change Orders

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

#### 2-1.3.6 Bar Chart

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

#### 2-1.4 Engineer's Review of Updated Construction Schedule

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



#### 2-1.4.1 “Accepted”

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

#### 2-1.4.2 “Accepted with Comments”

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

#### 2-1.4.3 “Not Accepted”

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

#### 2-1.5 Late Completion or Milestone Dates

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

#### 2-1.6 Interim Revisions

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

#### 2-1.7 Final Schedule Update

The Contractor shall prepare and submit a Final Schedule Update when 100% of the Construction Work is completed. The Contractor’s Final Schedule Update must accurately represent the actual dates for all activities. The Final Schedule Update shall be prepared and reviewed per Sections 6-1.3. Preparation of Schedule Updates and Revisions and 6-1.4 Engineer’s Review of Updated

Construction Schedule. Acceptance of the Final Schedule Update is required for completion of the Project and release of any and all funds retained per Section 9-3.2.

#### 2-1.8 Measurement and Payment of Construction Schedule

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

**END OF SECTION**

## 01 41 26 PERMIT REQUIREMENTS

### PART 1 GENERAL

#### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

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

- ii. City of Carlsbad Business License.
- 2. State and Federal permits
  - i. Excavation and Dirt Moving Permit from Cal/OSHA
  - ii. Safety permit from California Division of Industrial Safety
  - iii. NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (LUP Type 2)
  - iv. NPDES Permit for discharge of hydrostatic test water and potable water
- 3. Other permits
  - i. City Haul Route Permit
  - ii. Traffic Control Plan Permit
  - iii. Grading Permit
  - iv. Right of Way Permit
  - v. Oversize Load Permit
  - vi. Blasting Permit
  - vii. Written authorization from private property owners for property utilized for staging
- i. The Agency will obtain for the Contractor, the following: San Diego County Department of Health

1.02 HAUL ROUTE PERMIT (This section not used)

1.03 TRAFFIC CONTROL PLANS (This section not used)

1.04 RAILROAD (This section not used)

1.05 STORMWATER POLLUTION PREVENTION PLAN (SWPPP)/ GENERAL PERMIT

- A. Water Pollution Prevention. The Contractor shall plan for and implement temporary construction BMPs to mitigate the water quality impacts of land disturbance and non-storm water discharges related to construction activities in accordance the Agency’s current Municipal Stormwater Permit and Carlsbad Municipal Code Chapter 15.12. BMPs are the schedules of activities, prohibitions of practices, maintenance procedures and other management practices employed during construction activities to prevent or reduce pollution of bodies of water protected by the federal Clean Water Act (33 U.S.C. § 1251 *et seq.*) and the state Porter-Cologne Water Quality Control Act (Water Code, § 13000 *et seq.*), which include oceans, lagoons, lakes, streams and other sensitive water bodies and water courses. Construction BMPs also include physical devices and structural construction control measures designed to prevent soil erosion from occurring on the Work Site, or that are designed to prevent sediment from leaving the Work Site, both of which are referred to hereafter as “Water Pollution.” BMPs are also intended to protect the health, safety and welfare of the public and to prevent damage to adjoining public and private property resulting from construction activities.
- B. The Contractor shall immediately notify the Agency if there is a non-stormwater discharge to the storm drain conveyance system resulting from the Work or Project-related activities. In addition, the Contractor shall, within 24 hours, submit a written report to the Engineer describing the incident and corrective actions taken. If for any reason the Engineer detects Water Pollution, before notification by the Contractor, this written

report shall also include an explanation of why the Contractor had not timely notified the Engineer.

- C. Implementation Costs. Preparation, implementation and management of Water Pollution prevention activities are incidental to the items of Work and Agency shall not make additional payment to Contractor for these costs.

1.04 OTHER PERMIT (This section not used)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**END OF SECTION**

## 01 50 00 TEMPORARY FACILITIES AND CONTROLS

### PART 1 GENERAL

#### 1.01 PAYMENT (This section not used)

#### 1.02 FIELD OFFICE (This section not used)

#### 1.03 WATER

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

#### 1.04 POWER

- a. Power for heating, lighting, and operation of Contractor's equipment in connection with the Work to be done under this Contract shall be available from the Agency without charge to Contractor, subject to the following conditions:
  1. The existing systems at shall remain in operation and may be utilized by Contractor to the extent available.
  2. Existing lighting systems at each location may be utilized by Contractor to the extent available. Any necessary additional or temporary lighting systems shall be provided by Contractor at no additional cost to Owner.
  3. Contractor at its own expense shall make authorized connections to the existing power sources and shall extend temporary service lines to the required areas. Temporary wiring shall conform to Article 305 of the NEC.
  4. Contractor shall at all times provide adequately against waste and needless use of power. Electrical power shall be used only in such quantities as will not interfere with Owner's requirements, and care shall be taken not to overload the existing facilities. Contractor shall provide any additional or temporary electrical power or power of other voltages it may require for prosecution of the Work.
- b. These provisions shall not be construed as a guarantee by Agency of the uninterrupted continuation of power, and interruptions beyond the control of Agency shall not be reason for claims for additional costs nor for extensions of time. Contractor shall provide, at no additional cost to Agency, any necessary power required for prosecution of the Work during such interruptions.

#### 1.05 SANITARY FACILITIES

- a. Contractor shall furnish temporary sanitary facilities at the Site, as provided in the Contract, for the needs of all construction workers and others performing Work or furnishing services on the Project.
- b. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least 1 toilet will be furnished for each

20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

#### 1.06 VOICE AND DATA SERVICES (This section not used)

#### 1.07 CONSTRUCTION AIDS

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

#### 1.08 MAINTENANCE OF TRAFFIC

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

#### 1.09 BARRICADES AND LIGHTS

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

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

#### 1.10 FENCES

- a. All existing fences affected by the Work shall be maintained by Contractor until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the owner of the fence, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
- b. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original locations.

#### 1.11 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- a. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.
- b. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work Site or any part of it, whether by Contractor or its Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.
- c. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

#### 1.12 DAMAGE TO EXISTING PROPERTY

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



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

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

### 1.13 TREE AND PLANT PROTECTION

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

### 1.14 SECURITY

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

security fencing, barricades, lighting, watchman services, and other measures as required to protect the Site.

#### 1.15 ACCESS ROADS (This section not used)

#### 1.16 PARKING

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

#### 1.17 NOISE CONTROL

- a. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.
- b. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.

#### 1.18 DUST CONTROL

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

#### 1.19 TEMPORARY DRAINAGE PROVISIONS

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

### 1.20 EROSION CONTROL

- a. Contractor shall prevent erosion of soil on the Site and adjacent property resulting from its construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection.
- b. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

### 1.21 POLLUTION CONTROL

- a. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers, and reasonable measures shall be taken to prevent such materials from entering any drain or watercourse.

1.22 PEST CONTROL (This section not used)

1.23 RODENT CONTROL (This section not used)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**END OF SECTION**

SECTION 13 11 00

SWIMMING POOL GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The scope of the work included under this Section of the Specifications shall include swimming pool(s) as illustrated on the Drawings and specified herein. The General and Supplementary Conditions of the Specifications shall form a part and be included under this Section of the Specifications. The Swimming Pool Contractor shall provide all supervision, labor, material, equipment, machinery, plant and any and all other items necessary to complete the work. **ALL OF THE WORK IN SECTIONS 13 11 00 - 13 11 07 IS TO BE THE RESPONSIBILITY OF ONE EXPERIENCED SWIMMING POOL CONTRACTOR PRIMARILY ENGAGED IN THE CONSTRUCTION OF COMMERCIAL PUBLIC-USE SWIMMING POOLS. A SWIMMING POOL CONTRACTOR SHALL BE CONSIDERED PRIMARILY ENGAGED AS REQUIRED HEREIN IF THE CONTRACTOR DERIVED 50% OF ITS ANNUAL REVENUE FROM PUBLIC-USE SWIMMING POOL CONSTRUCTION FOR EACH OF THE LAST FIVE YEARS. THE CONTRACTOR MUST HAVE ALSO, IN THE LAST FIVE YEARS CONSTRUCTED AT LEAST FIVE (5) COMMERCIALY DESIGNED MUNICIPAL AND PUBLIC-USE SWIMMING POOLS, EACH OF WHICH SHALL HAVE INCORPORATED A MINIMUM SIZE OF 6,000 SQUARE FEET OF WATER SURFACE AREA WITH A CONCRETE AND CERAMIC TILE PERIMETER OVERFLOW GUTTER AND SELF-MODULATING BALANCE TANK.** The Swimming Pool Contractor shall furnish and install the swimming pool structures, finishes, cantilever forming, swimming pool mechanical and electrical systems, and all accessories necessary for a complete, functional swimming pool system, as herein described. Work shall include start-up, instruction of Agency's personnel, as-built drawings and warranties as required.

1.02 CODES, RULES, PERMITS, FEES

- A. The swimming pools shall be constructed in strict accordance with the applicable provisions set forth by authorities having jurisdiction over swimming pool construction and operation in the State of California.
- B. The Swimming Pool Contractor shall give all necessary notices, obtain all permits, and pay all government sales taxes, fees, and other costs in connection with their work; file all necessary plans, prepare all documents and obtain all necessary approvals of governmental departments having jurisdiction; obtain all required certificates of inspection for their work and deliver same to the Licensed Design Professional before request for acceptance and final payment for the work.
- C. The Swimming Pool Contractor shall include in the work any labor, materials, services, apparatus, or drawings in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on Drawings and/or specified.

- D. The Contractor shall submit all required documents and materials to all Governmental Departments having jurisdiction for any substituted materials or products to obtain final approval to installation.

### 1.03 DESCRIPTION OF WORK

- A. Furnish and perform supervision, coordination, all layout, formwork, excavation, hand trim, disposing off-site of all unused material or debris to complete the swimming pool excavation to the dimensions shown on the plans.
- B. Furnish and install complete swimming pool structures, including reinforcing steel and cast-in-place or pneumatically placed concrete walls and floors.
- C. Furnish and install swimming pool finishes, including ceramic tile and marble plaster or other waterproof finishes.
- D. Furnish and install complete swimming pool electrical system(s) from P.O.C. in Mechanical Room, including, but not limited to, underwater lighting systems, water level control systems, timing systems, scoreboards, special effects systems, control circuitry, motor starters, time clocks, bonding, and all conduits, conductors, contactors, and switches between the system(s) and swimming pool(s).
- E. After the initial filling of the swimming pool system(s), should any repairs, continuing work, or other Contractor responsibility require drainage or partial drainage of the swimming pool systems, the Swimming Pool Contractor shall be responsible for any subsequent refilling and shall complete the project with the swimming pool system(s) full of water, water in chemical balance, complete in every way, and in full operation.

### 1.04 ASSIGNED RESPONSIBILITIES AND RELATED WORK

- A. It is the intent of this section of the Specifications to clarify Work responsibilities of the trades directly and indirectly involved in construction of the pool systems. All labor, equipment, materials and supplies furnished by the Swimming Pool Contractor per the contractual agreement with the Agency and shall be as directed by the Agency through their Licensed Design Professional.
- B. **THE SWIMMING POOL CONTRACTOR SHALL NOT SUBCONTRACT ANY PORTION OF THE SWIMMING POOL CONSTRUCTION OR SWIMMING POOL EQUIPMENT INSTALLATION TO ANYONE OTHER THAN A CONTRACTOR THAT SATISFIES THE REQUIREMENTS OF SECTION 13 11 00**
- C. References to "swimming pool systems" shall include the swimming pools, equipment, and accessories.
- D. The Agency will provide one complete water filling of the swimming pool(s) but will not assume any responsibility for the swimming pool system(s) until they have been proved fully operational, complete in every way and accepted by the Licensed Design Professional.

### 1.05 RESPONSIBILITIES OF THE CONTRACTOR

- B. The Contractor shall be responsible for horizontal dimensions and grade elevations accurately from established lines and benchmarks (as indicated on the Drawings) and be responsible for those grades.
- C. The Contractor shall provide adequate temporary light, electric power, heat and ventilation per Federal and State OSHA requirements to construct the swimming pool system(s).
- D. The Contractor shall not permit any heavy equipment activity over any area or within five (5) feet of any area under which swimming pool piping is buried. There shall be no exceptions to this requirement.
- E. The Contractor shall keep the swimming pool excavation(s) and swimming pool structure(s) free of construction residue and waste materials of their workmen or Contractors, removing said material from the swimming pools as required.
- F. The Contractor shall protect the swimming pool(s) from damage caused by their construction equipment and /or workmen and Contractors.
- G. The Contractor shall provide a representative at time of swimming pool start-up to coordinate all trades related to swimming pool system(s).
- H. The Contractor shall furnish and install all conduits, conductors, panels, circuits, switches and equipment for area lighting as required by code, shown on the Drawings, and herein specified.
- I. All equipment, material and installation as required shall conform to NEC Article 680 (latest revision), State and Local Codes, and as may be required by all authorities having jurisdiction over swimming pool construction within the State of California.
- J. The Contractor shall provide a representative at time of swimming pool start-up to coordinate work related to swimming pool system(s).

#### **1.08 INTENT**

- A. It is the intention of these specifications and Drawings to call for finished work, tested and ready for operation. Wherever the work “provide” is used, it shall mean “furnish and install complete and ready for use.”
- B. Minor details not usually shown or specified, but necessary for proper installation and operation, shall be included in the work, the same as if herein specified or shown.

#### **1.09 SCHEDULE OF VALUES**

- A. Provide a Schedule of Values for all work specified in each of the technical specifications listed in the table below, regardless of whether the work is performed by the swimming pool contractor or others. Values listed shall be fully burdened, with contractor general conditions, overhead, profit and bonds included. Payments for swimming pool work completed shall not be approved until Schedule of Values has been submitted to and approved by Architect.

<b>SWIMMING POOL SCHEDULE OF VALUES</b>			
<b>No.</b>	<b>Section #</b>	<b>Description</b>	<b>Value</b>
1.	131104	Swimming Pool Ceramic Tile	
2.	131105	Swimming Pool Plaster	
3.	131106	Swimming Pool Equipment	
4.	131107	Swimming Pool Mechanical	
<b>Total</b>			

### 1.10 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing submittals with performance construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for schedules performance of related construction activities.
- D. Identification: Place a title block on each submittal for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on title block.
  - 2. Provide a space on title block to record Contractor's review and approval markings and action take by Architect.
  - 3. Include the following information on title block for processing and recording action taken: (See Attached Sample)
    - a. Project name.
    - b. Date.
    - c. Name and address of Contractor.
    - d. Name of Contractor.
    - e. Name of Supplier.
    - f. Name of Manufacturer.
    - g. Unique identifier, including revision number.
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
    - j. Other necessary identification.

**2024.001  
MARCH 2024**

**ALGA NORTE AQUATIC CENTER POOLS AND SPA REPLASTER  
CARLSBAD, CA**



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**SUBMITTAL FOR:**                      **SUBMITTAL TO:**                      **CONTRACTOR:**

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Item Number: \_\_\_\_\_  
Section Number: \_\_\_\_\_  
Section Description: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Supplier: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_  
Product Code: \_\_\_\_\_  
Quantity: \_\_\_\_\_

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**Contractor Certification:**                      **Contractor's Submittal Stamp:**

It is hereby certified that the equipment or material designated in this submittal is proposed to be incorporated in the above named project and is in compliance with the contract drawings and / or specifications and is submitted for approval.

Certified by: \_\_\_\_\_  
Date: \_\_\_\_\_  
Job \_\_\_\_\_  
Superintendent: \_\_\_\_\_  
Revisions: \_\_\_\_\_

Contractor's Submittal Stamp:

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**Architect's Review Stamp and Comments**

- F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract documents on submittal.
- G. On all catalogue or cut sheets identify which model or type is being submitted.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form.
  - 1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, request for data, revisions other than those requested by Architect on previous submittals and deviations from requirements of the Contract documents, including minor variations and limitations. Include the same label information as the related submittal.
  - 2. Include Contractor's certification stating that information submitted complies with requires of the Contract Documents.
  - 3. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of Contractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Remarks.
- I. Distribution: Furnish copies of final submittals to manufacturers, Contractors, suppliers, fabricators, installers, authorities having jurisdiction and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

## 1.12 SURVEYS AND MEASUREMENTS

- A. The Swimming Pool Contractor shall base all measurements, both horizontal and vertical, from benchmarks established by the Contractor. All work shall agree with these established lines and levels. The mechanical Drawings do not give exact details as to elevations of piping, exact locations, etc. and do not show all offsets, control lines, pilot lines and other installation details. Verify all measurements at site and check the correctness of same as related to the work.

## 1.13 DRAWINGS

- A. Drawings are diagrammatic and indicate the general arrangement of the systems and work included in the Contractor. Drawings are not to be scaled. The architectural drawings and details shall be examined for exact dimensions. Where they are not definitely shown, this information shall be obtained from the Licensed Design Professional.

**1.14 SWIMMING POOL CONTRACTOR**

- A. The swimming pool construction work as herein described and specified in Division 13 of the Project Manual shall be the complete responsibility of a qualified and specifically licensed (C-53 license classification within the State of California) Swimming Pool Contractor with extensive experience in commercial public use swimming pool installations.
  
- B. Contractor certifies that it meets the qualifications and experience requirements established in Swimming Pool General Requirements, Section 13 11 00, as follows:
  - 1. Contractor has derived 50% of its annual revenue from public-use swimming pool construction for each of the last five (5) years.
  - 2. Contractor has, in the last five (5) years, constructed at least five (5) commercially designed municipal and public-use swimming pools, each of which have incorporated a minimum size of 6,000 square feet of water surface area with a concrete and ceramic tile perimeter overflow gutter and self-modulating balance tank.
  - 3. The following list of projects meet the requirements of section (b) above and the contact as reference by the Contractor, the Awarding Authority of their agent or designee.
    - a. Agency: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Architect for Project: \_\_\_\_\_
  
    - b. Agency: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Architect for Project: \_\_\_\_\_
  
    - c. Agency: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Architect for Project: \_\_\_\_\_
  
    - d. Agency: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Architect for Project: \_\_\_\_\_
  
    - e. Agency: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Architect for Project: \_\_\_\_\_

- C. Swimming Pool Contractor certifies that it meets the qualifications and experience requirements established in Swimming Pool General Requirements, Section 13 11 00, as follows:
  - 1. Contractor has, in the last five (5) years, constructed at least five (5) commercially designed cantilevered pool decks over perimeter gutters, each of which have incorporated a minimum size of 6,000 square feet of water surface area of the swimming pool.
  - 2. The following list of projects meet the requirements of section (B) above and the contact as reference by the Contractor, the Awarding Authority of their agent or designee.

SWIMMING POOL DECK CONTRACTOR

- a. Agency: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Architect for Project: \_\_\_\_\_
- b. Agency: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Architect for Project: \_\_\_\_\_
- c. Agency: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Architect for Project: \_\_\_\_\_
- d. Agency: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Architect for Project: \_\_\_\_\_
- e. Agency: \_\_\_\_\_  
Scope of Project: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Architect for Project: \_\_\_\_\_

**1.15 OPERATING INSTRUCTIONS**

- A. The Swimming Pool Contractor shall determine from actual samples of pool water supplied by the Agency, the proper water management program necessary for maximum operating efficiency and comfort. The Swimming Pool Contractor shall provide the services of

experienced personnel familiar with this type of pool system operation, in conformance with Section 13 11 05 of the Specifications.

#### **1.16 MAINTENANCE MANUALS**

- A. The Swimming Pool Contractor shall provide six (6) bound sets for delivery to the Licensed Design Professional of instructions for operating and maintaining all systems and equipment included in this Contract. Manufacturer's advertising literature or catalog pictures will not be acceptable for operating and maintenance instructions.
- B. Bound in ring binders shall be all parts lists, periodic maintenance instructions and troubleshooting guidelines for all pool equipment, including but not limited to filters, pumps, controllers, water chemistry control equipment, etc.

#### **1.17 SECURE FROM THE AGENCY**

- A. A complete Agency-furnished filling of the swimming pools.
- B. The Agency's assistance, as specified herein, from the time of start-up until final written acceptance of the swimming pool system(s).
- C. Chemicals as required for swimming pool operation after Swimming Pool Contractor completes initial water chemistry balance and water treatment during the maintenance period described in Section 13 11 05 of the Specifications.

#### **PART 2 PRODUCTS**

**NOT USED**

#### **PART 3 EXECUTION**

**NOT USED**

**END OF SECTION**

**SECTION 13 11 04**

**SWIMMING POOL CERAMIC TILE**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Swimming pool ceramic tile detailed on the Drawings, including, but not limited to, the following:
1. Waterline Face Tile (deep gutter pool/skimmer pool).
  2. Gutter Cap Tile (deep gutter pool).
  3. Gutter Bullnose Tile (Rim Flow Pool).
  4. Bond Beam/Waterline Tile (Rim Flow Pool).
  5. Lane Line / Target Tile.
  6. Depth Marker Tile (at cantilever deck/skimmer pool).
  7. Depth/Caution Marker Tile (Rim Flow Pool).
  8. Trim Tile (at underwater steps).

**1.02 QUALITY ASSURANCE**

- A. Qualifications of Workers:
1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
  2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
  3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. Standards: In addition to complying with all pertinent codes and regulations:
1. Manufacture of all tile shall be in accordance with ANSI A-137.1-1976.
  2. Install ceramic tile in accordance with the recommendations contained in the 2024 "Handbook for Ceramic Tile Installation" of the Tile Council of America, Inc.
- C. Tolerances: Install all swimming pool ceramic tile straight, true, plumb and square within a tolerance horizontally and vertically of 1/8". Waterline and gutter bullnose tile shall be level to 1/8" (+/- 1/16") around entire perimeter of swimming pools.

**1.03 SUBMITTALS AND SUBSTITUTIONS**

- A. Provide submittals in conformance with the requirements of Section 01 32 00.
- B. Samples: Submit samples of each color and pattern in the specified groups. Character samples can be representative for review prior to screening of actual tile.

- C. Master Grade Certificate: Prior to opening ceramic tile containers, submit a Master Grade Certificate, signed by the manufacturer of the tile used and issued when the shipment is made, stating the grade, kind of tile, identification marks for the tile containers, and the name and location of the Project.
- D. Specifications: Submit manufacturer's recommended installation specifications for the Work.
- E. Submit proof of qualifications as specified in Article 1.02.A of this Section.

#### 1.04 PRODUCT HANDLING

- A. Delivery: Deliver all materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store all materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project site.
- C. Protection: Use all means necessary to protect swimming pool ceramic tile before, during and after installation and to protect the installed Work specified in other Sections.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Agency.

### PART 2 - PRODUCTS

#### 2.01 TILE

- A. Waterline Face Tile: (Deep Gutter Pool/Skimmer Pool)
  - 1. Material: All waterline face tile shall be glazed ceramic tile (Group III standard) as manufactured by Dal-Tile or approved equal. Contact Kylie Midura [kylee.midura@daltile.com](mailto:kylee.midura@daltile.com) 858-344-0019
  - 2. Size: 6 x 6 inches.
  - 3. Color: Dal-Tile #D-129, 'Sky Blue'.
- B. Gutter Cap Tile: (Deep Gutter Pool)
  - 1. Material: All gutter cap tile shall be glazed ceramic tile (Group III standard) as manufactured by Dal-Tile or approved equal.
  - 2. Size: 2-1/2 x 6 inches (#A-7250).
  - 3. Color: Dal-Tile #D-129, 'Sky Blue'.
- C. Gutter Bullnose Tile: (Rim Flow Pool)
  - 1. Material: All gutter bullnose tile shall be unglazed ceramic mosaic tile with absorption rate of less than 1% as manufacturer by Dal-Tile or approved equal.
  - 2. Size: 1 x 2 inches (#C-701).
  - 3. Color: Dal-Tile #D-621 'Nautical Blue'.
- D. Bond Beam / Waterline Tile: (Rim Flow Pool)

1. Material: All bond beam tile shall be unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
  2. Size: 1 x 1 inches.
  3. Color: Dal-Tile #D-621 'Nautical Blue'.
- E. Lane Line / Target Tile:
1. Material: Group 3 quality, frost proof unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
  2. Size: 2 x 2 inches.
  3. Color: Dal-Tile #D-311, 'Black' in 25-yard direction; Dal-Tile #D-621 'Nautical Blue' in 50-meter direction.
- F. Depth Marker Tile (At Cantilever Deck Face/Skimmer Pool):
1. Material: All depth marker tile shall be glazed ceramic tile as manufactured and/or distributed by Dal-Tile, Precision Tile Co., or approved equal.
  2. Size: 4-1/4 x 4-1/4 inches or 6 x 6 inch at skimmer pool.
  3. Color: Dal-Tile #D-129, 'Sky Blue' with black silk screen numbers at skimmer pool.
  4. Trim: Furnish trim pieces as indicated on the Drawings.
- H. Depth/Caution Marker Tile (Rim Flow Bond Beam and Waterline):
1. Material: All lane line/target tile shall be unglazed, ceramic mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
  2. Size: 1 x 1 inches.
  3. Color: Integral color throughout the body of the tile #D-014 'Light Gray' numbers and letters on Dal-Tile #D-621 "Nautical Blue" field.
- I. Trim Tile (on underwater steps):
1. Material: Group 3 quality, frost proof unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by In-Lays or approved equal.
  2. Size: 1 x 2 inches x 6" long.
  3. Color: Dal-Tile #D-311, 'Black.'.

## 2.02 MORTAR

- A. Laticrete 3701 fortified mortar #LCR-37-1017.
- B. Site mortar mix shall comply with ASTM C270 standards.
1. Sand for Mortar: Comply with requirements of fine aggregate for concrete.
  2. Cement: Type 1 portland cement, conforming to ASTM C150.
  3. Hydrated Lime: Conforming to ASTM C206 or 207, Type S.
  4. Water: From a potable source.
- C. Water: From a potable source.
- D. Mortar shall meet ASTM C627.

## 2.03 THIN SET MORTAR

- A. Laticrete 254 Platinum. Laticrete, Custom or equal.



- B. Water from a potable source.
- C. Mortar shall meet ASTM C627.

## 2.04 GROUT

- A. All tile grout shall be waterproof grout complying with the recommendations of referenced standards. Grout color shall be grey for dark backgrounds, white for light backgrounds (verify colors with Architect).

## 2.05 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of ceramic tile as indicated on the Drawings, shall be new, first quality of their respective kinds, and subject to the approval of the Agency's Representative.

## PART 3 - EXECUTION

### 3.01 SURFACE CONDITIONS

- A. Inspection:
  - 1. Prior to all Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
  - 2. Verify that ceramic tile can be installed in accordance with the original design and all referenced standards.
- B. Discrepancies:
  - 1. In the event of discrepancy, immediately notify the Licensed Design Professional.
  - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
  - 3. Failure to notify the Licensed Design Professional and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive its Work.

### 3.02 INSTALLATION

- A. Method:
  - 1. Install all ceramic tile in strict accordance with installation method P601-90 of the 2024 Handbook for Ceramic Tile Installation of the Tile Council of America, Inc.
  - 2. Be certain to install all ceramic tile perfectly level, flush, plumb, and to the finish grades and elevations indicated on the Drawings.
- B. Interface:

1. Carefully establish and follow the required horizontal and vertical elevations to insure proper and adequate space for the work and materials of other trades.
2. Coordinate and cooperate as required with other trades to insure proper and adequate interface of ceramic tile Work with the Work of other trades.

### **3.03 GROUTING**

- A. Follow grout manufacturer's recommendations as to grouting procedures and precautions.
- B. Remove all grout haze, observing grout manufacturer's recommendations as to use of acid and chemical cleaners.

### **3.04 EXTRA STOCK**

- A. Provide one (1) unopened box of extra tile for 2.01A, 2.01B, 2.01C and 2.01F for Agency's use at a future time.

### **3.05 CLEAN-UP**

- A. Upon completion of the swimming pool ceramic tile installation, thoroughly clean and polish the exposed surfaces of tile work. Completely clean work area of debris and rubbish occasioned by this Work and dispose of to the approval of the Licensed Design Professional.

**END OF SECTION**

**SECTION 13 11 05**

**SWIMMING POOL PLASTER**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Swimming pool plaster and waterproofing of swimming pool structures as indicated on the Drawings and herein specified.
- B. Start-up and operation instructions to Agency's operations and maintenance personnel and properly balance swimming pool water chemistry until the Agency takes occupancy.

**1.02 QUALITY ASSURANCE**

- A. Qualifications of Workers:
  - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
  - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
  - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. Standards: Swimming pool plaster shall conform with requirements of Chapter 31B of California Building Code, 2022 edition. In addition, meet requirements of applicable portions of most current edition of the "Technical Manual," National Plasterers Council, Wauconda, Illinois.
- C. Start-up:
  - 1. Furnish a swimming pool water chemistry consultant, with a minimum of five (5) years experience, possessing either AFO (Aquatic Facility Operator) or CPO (Certified Pool Operator) certification(s), to supervise and properly balance swimming pool water chemistry.
  - 2. Demonstrate to the Agency that all systems are fully operational and that calcium hardness, total alkalinity, chlorine residual and pH levels are within specified limits.
  - 3. Standards: Furnish labor and chemicals as required to condition the water properly to the following specifications:
    - a. Calcium Hardness: 200-400 parts per million (PPM)
    - b. Total Alkalinity: 80-100 PPM
    - c. Chlorine Residual: 1.00 to 2.0 PPM
    - d. pH Factor: 7.2 to 7.6

**1.03 SUBMITTALS AND SUBSTITUTIONS**

- A. Provide submittals in conformance with the requirements of Section 01 32 00.
- B. Submit proof of qualifications as specified in Article 1.02.A and 1.02.C.1 of this Section.

#### **1.04 PRODUCT HANDLING**

- A. Delivery: Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project Site.
- C. Protection: Use all means necessary to protect the swimming pool plaster before, during, and after installation and to protect the installed Work specified in other Sections.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Agency.

#### **1.05 ENVIRONMENTAL CONDITIONS**

- A. No plastering shall be done under unsuitable conditions of weather or temperature. No plastering shall be done when prevailing temperature is 40 degrees Fahrenheit or less.
- B. Do not install plaster during rain and, if rain commences after plastering has begun, immediately protect the plaster from rain by all means necessary until the plaster has set.
- C. Do not install plaster during wind greater than 10 mph and, if wind commences after plastering has begun, immediately protect the plaster from wind by all means necessary until the plaster has set.

### **PART 2 PRODUCTS**

#### **2.01 CEMENT / AGGREGATE**

- A. Luna Quartz® tiny pebble finish by Wet Edge Technologies. Altima® quartz finish by Wet Edge Technologies. Pebble-Fina® pool finish by Pebble Technologies. Wet Edge Technologies, Pebble Technologies, Commercial Quartz or equal.

#### **2.03 COLOR**

- A. All swimming pool plaster shall be white in color. Wet Edge Technologies shall be Luna Quartz® "Polar White". Wet Edge Technologies shall be Altima® "White". Pebble Technology shall be Pebble-Fina® "Classico". Commercial Quartz 'Commercial White'. Contractor to obtain written approval on selected pebble color from the local Health Department prior to installation. Submit cut sheet, color sample and written approval for review by Architect and Agency."

#### **2.03 WATER**

- A. Water for swimming pool plaster shall be clean and free from injurious amounts of acid, alkali, and organics.

## 2.04 GUTTER, PUMP PIT, BACKWASH PIT & SURGE CHAMBER WATERPROOFING

- A. Xypex, Miracote Miraflex Membrane C Hycrete Waterproofing System or approved equal. Mix and apply per manufacturer's recommendations for specific application. Color shall be Gray.

## PART 3 EXECUTION

### 3.01 SURFACE CONDITIONS

A. Inspection:

1. Prior to Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation can properly commence.
2. Verify that swimming pool plaster can be installed in accordance with the original design and all referenced standards, including proprietary application techniques and application training/certifications.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Licensed Design Professional.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
3. Failure to notify the Licensed Design Professional and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive the Work.

### 3.02 INSTALLATION OF GUTTER, PUMP PIT, BACKWASH PIT & SURGE CHAMBER WATERPROOFING

- A. Provide two (2) coats of the specified gutter and surge chamber waterproofing prior to plastering the swimming pool. Prepare surfaces to receive waterproofing and cure in conformance with manufacturer's recommendations. Provide steel trowel application method to ensure uniform smooth, dense surface finish.

### 3.03 INSTALLATION OF POOL PLASTER

A. Outdoor Pools or Spas:

1. Completion of other work: **DO NOT** commence plastering of swimming pool(s) or spa(s) until the following conditions have been met:
  - a. The Health Department and/or other governing agencies have approved the pool(s) and/or spas) for plaster.
  - b. All concrete pool deck construction is complete and the pool decks have been thoroughly cleaned.
  - c. All landscaping in areas adjacent to the pool(s) or spa(s) is complete and the landscape irrigation system is operable.
  - d. All painting in the pool area is complete.

- e. All welding and grinding in locations adjacent to the pool area are complete.
  - f. The backwash sewer connection is complete.
  - g. Pool(s) and/or spa(s) area(s) perimeter fencing installation is complete.
  - h. All trash and debris have been removed from areas adjacent to the pool(s) or spa(s), particularly those areas that are normally upwind from the pool(s) or spa(s).
  - i. All dust raising construction and/or activities in areas adjacent to the pool(s) or spa(s) are complete or mitigated.
  - j. The circulation pump(s) is/are operational.
  - k. The mechanical system has been flushed sufficiently to remove all dirt and debris from the piping system.
  - l. All necessary chemicals (Chlorine, pH adjuster, Sodium Bicarbonate and Calcium Chloride or any other required chemicals) are on site and ready for use.
  - m. Obtain written approval from the Agency and the Architect.
- B. Contractor accepts all liability from damage done to the pool plaster if the pool(s) or spa(s) is (are) plaster before the completion of the above listed items or without the written approval of the Agency and the Architect.

C. **POOL PLASTER AUTHORIZATION FORM:**

- 1. The pool(s) and or spa(s) at **Alga Norte Aquatic Center** is/are hereby approved for the installation of the pool plaster. Pursuant to the requirements of specification section 13 11 05, paragraph 3.03.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Architect / Project Manager

\_\_\_\_\_  
Date

D. Preparation:

- 1. Do not apply plaster over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of a durable plaster finish.
- 2. Consult with manufacturer on application to specific surfaces being treated. Follow manufacturer's recommendation for curing of cast-in-place concrete or shotcrete surfaces prior to application of plaster.
- 3. Protect ceramic tile, decking, deck equipment, gratings, fittings and other items by suitable covering or masking.
- 4. Mask or remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place not to receive pool plaster. Following completion of plaster for each space or area remove masking. Re-install all removed items utilizing workers skilled in the trades involved.

E. Application:

1. Finish shall be applied to a uniform thickness of 3/8" to 1/2" over the entire surface. The walls shall be scratch-coated followed by a finish coat. Material applied to the floor after the walls have been applied shall be accelerated to assure uniform setting time throughout the pool surface.
2. Float the plaster to a uniform plane and trowel to a smooth, dense, impervious surface using extreme care to avoid stains.
3. Take special care in finishing around pool fittings, making sure to mask off or plug openings so as not to fill such openings with excess plaster. Be certain to completely enclose pool fittings with plaster to insure a leak-proof seal around pipes, fittings, lights, anchors, etc.
4. Accurately interface with the finish planes of items installed by other trades.
5. Quartz and pebble plaster finish is to be applied by a licensed applicator as approved by the manufacturer, and in accordance with manufacturer's training.

### 3.04 CURING

- A. Preparation: Anticipate the need for required equipment and have all such equipment immediately available for use upon completion of pool plastering.
- B. Pool Filling:
  1. After the plaster has sufficiently dried and before drying has proceeded to a damaging point, cure the plaster by gradually filling the pool with water, preventing all damage to finished plaster surfaces.
  2. Flow the water continuously until the pool is filled.
  3. When the weather is hot and/or water pressure is low, keep the pool walls damp while the pool is filling.
  4. Coordinate with Contractor to ensure that the pool is continuously monitored while filling to prevent overflow.

### 3.05 EQUIPMENT ACTIVATION

- A. All water chemistry and filtration mechanical equipment shall be operational upon filling of pool after plaster. Chemicals and other related support items as supplied by Contractor, shall be in supply at start-up.
- B. For the first fourteen (14) calendar days after completion of the pool plaster, brush all plastered surfaces at least twice a day and coordinate with General Contractor to ensure that the plaster is carefully maintained after the initial fourteen-day period. In addition, coordinate with the Contractor to ensure that pool filtration equipment is continuously running during the initial fourteen-day period.
- C. Start-up and provide qualified personnel to operate pool equipment for a period not less than fourteen (14) days after the pool is placed in operation, or until the Agency takes occupancy of the facility or letter of substantial completion. During this time, Contractor shall instruct and supervise the Agency's personnel in the various operating and maintenance techniques involved. Contractor shall be responsible for supply of chemicals during this not less than fourteen (14) day period and at time of turnover to Agency, chemical storage tanks shall be full. (Agency's personnel shall be fully trained and capable of assuming swimming pool maintenance tasks, training may begin before Agency takes occupancy).

**3.06 CLEAN-UP**

- A. Upon completion of swimming pool plaster, remove all materials, equipment and debris occasioned by this Work and leave the job site in a clean and presentable condition. Perform all such clean-up to the approval of the Agency's Representative.

**3.07 WARRANTY**

- A. All applicators must provide a minimum of five (5) year warranty for application and workmanship additional to the manufacturer's warranty for product.

**END OF SECTION**



**SECTION 13 11 06**

**SWIMMING POOL EQUIPMENT**

**PART 1 GENERAL**

**1.01 WORK INCLUDED**

- A. Swimming pool equipment items required for this Work as indicated on the Drawings and specified herein.

**1.02 QUALITY ASSURANCE**

- A. Qualifications of Workers:
  - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
  - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
  - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. All equipment supplied or work performed shall comply with regulations governing public swimming pools and spas as contained within Chapter 31 of California Building Code, 2022 edition.

**1.03 SUBMITTALS AND SUBSTITUTIONS**

- A. Provide submittals in conformance with the requirements of Section 01 32 00.
- B. Required submittals include:
  - 1. Swimming Pool Fittings as specified in Article 2.01 of this Section.
- C. Submit proof of qualifications as specified in Article 1.02.A of this Section.
- D. The equipment shown on the plans represent the first listed items in the technical specifications. The Contractor shall be responsible for all required field coordination and installation of any approved equal product to provide a fully working and warranted system. The Contractor shall submit detailed shop drawings for any products used other than the first listed specified items. Contractor provided shop drawings shall include details and quality equal to the original plans and construction documents. The Contractor shall provide any and all required engineering including but not limited to structural and anchorage requirements for any proposed equipment other than the first listed specified equipment. The Contractor is responsible to provide a factory certified representative(s) to start-up and provide on-site training for all swimming pool mechanical equipment provided.

## 1.04 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect swimming pool equipment items before, during and after installation and to protect the installed work specified in other Sections.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Licensed Design Professional.

## PART 2 PRODUCTS

### 2.01 FITTINGS

- A. Main Drain Frame & Grate (18" x 54" x 34"): Lawson Aquatics Super Sump, #F1-SG-1854-34(F2), two (2) required; 18" x 18" #MLD-SG-1818, four (4) required, 9" x 9" #MLD-SG-0909, two (2) required. Provide four (4) Hayward #SP-1056 1-1/2" collector tubes and four (4) #SP-1055 1-1/2" hydrostatic relief valves, one per main drain sump. **Contractor shall provide to the Agency a Certificate of Compliance, signed by a licensed design professional, for main drain sump(s) and frame(s) and grate(s), as required by the Virginia Graeme Baker Act**
- B. Floor Return Inlet 1-1/2" Adjustable: StaRite #08417-0000, United Industries, or approved equal. One hundred thirty four (134) Replace all covers complete.
- C. Wall Return Inlet 1-1/2" Adjustable: 'StaRite' #08429-0000, United Industries, or approved equal. Eight (8) required.
- D. Hydrotherapy Jets: 'Waterway' #2123440, or Anzen #7 7/16" orifice, or approved equal. Replace eyeball fittings. Seventeen (17) required.
- E. Swimming Pool Underwater Lights: #601307 Intellibrite 5G LED White Pool Lights – 120V, 55W (500 Watt equivalent), with adjustable lens to provide choice of "wide" or "narrow" angle light beam. Stainless steel niches, Pentair #78210600 with 1" hubs, or approved equal. Fifty-three (53) required.

## PART 3 EXECUTION

### 3.01 SURFACE CONDITIONS

- A. Inspection:
  - 1. Prior to installing the items of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
  - 2. Verify that the swimming pool equipment items may be installed in strict accordance with original design, pertinent codes and regulations, and the manufacturers' recommendations.
- B. Discrepancies:
  - 1. In the event of discrepancy, immediately notify the Licensed Design Professional.
  - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies are fully

- resolved.
3. Failure to notify the Licensed Design Professional give written notice of discrepancies shall constitute acceptance by the Installer of existing conditions as fit and proper to receive its Work.

### 3.02 INSTALLATION

- A. Supply and install items of swimming pool equipment in strict accordance with applicable codes and regulations, the original design, and the manufacturer's published recommendations, anchoring firmly and securely for long life under hard use.
- B. Coordinate with other trades to insure all imbedded items are set plumb and flush. Railing ends must have anchor sockets and escutcheon plates. Be certain that deck equipment and railings are properly bonded prior to imbedding.
- C. All equipment shall be braced and/or anchored to resist a horizontal force acting in any direction using the criteria shown on the Drawings.

### 3.03 INSTRUCTION

- A. The Contractor shall provide a factory certified representative(s) to start-up and certify proper installation, operation and full warranty status of all swimming pool mechanical equipment. The Contractor shall provide not less than two 8-hour days of on-site training for facility staff in the operation and maintenance of the swimming pool mechanical equipment and systems. The two 8-hour days shall be separated by a minimum of seven calendar days and be completed within the 14-day start-up period.

### 3.04 EQUIPMENT ACTIVATION

- A. All water chemistry and filtration mechanical equipment shall be operational upon filling of pool after plaster. Chemicals and other related support items as supplied by Contractor, shall be in supply at start-up.
- B. For the first fourteen (14) calendar days after completion of the pool plaster, brush all plastered surfaces at least twice a day and coordinate with General Contractor to ensure that the plaster is carefully maintained after the initial fourteen-day period. In addition, coordinate with the Contractor to ensure that pool filtration equipment is continuously running during the initial fourteen-day period.
- C. Start-up and provide qualified personnel to operate pool equipment for a period not less than fourteen (14) days after the pool is placed in operation, or until the Agency takes occupancy of the facility or letter of substantial completion. During this time, Contractor shall instruct and supervise the Agency's personnel in the various operating and maintenance techniques involved. Contractor shall be responsible for supply of chemicals during this not less than fourteen (14) day period and at time of turnover to Agency, chemical storage tanks shall be full. (Agency's personnel shall be fully trained and capable of assuming swimming pool maintenance tasks, training may begin before Agency takes occupancy).

### 3.05 CLEAN-UP

- A. Upon completion of swimming pool equipment, remove all debris, materials and equipment occasioned by this Work to the approval of the Licensed Design Professional.

**END OF SECTION**

## SECTION 13 11 07

### SWIMMING POOL MECHANICAL

#### PART 1 GENERAL

##### 1.01 WORK INCLUDED

- A. Swimming pool mechanical piping as indicated on the Drawings for circulation and filtration systems, pool water heating systems, chemical control systems, booster pump systems and appurtenances.
- B. Domestic water system from points of connection within swimming pool mechanical equipment room to make-up water system.
- C. Filter backwash piping to point of connection with backwash retention pit as required.

##### 1.02 QUALITY ASSURANCE

- A. Qualifications of Workers:
  - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
  - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
  - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. Standards:
  - 1. All equipment supplied or work performed shall comply with Chapter 31 of California Building Code, 2022 edition.
  - 2. Work shall be performed in accordance with the applicable editions of all National, State and local codes, laws, regulations and ordinances, including the following:
    - a. American National Standards Institute (ANSI).
    - b. American Society for Testing Materials (ASTM).
    - c. American Waterworks Association (AWWA).
    - d. American Welding Society (AWS).
  - 3. Do not construe anything in the Drawings or Specifications to permit Work not conforming to these requirements.

##### 1.03 SUBMITTALS AND SUBSTITUTIONS

- A. Provide submittals in conformance with the requirements of Section 01 33 00.

- B. Required submittals include:
  - 1. Pipe and Fittings as specified in Article 2.02 of this Section.
  - 2. Valves as specified in Article 2.03 of this Section.
  - 3. Pressure / Vacuum Gauges as specified in Article 2.04 of this Section.
  - 4. Pipe Hangers and Supports as specified in Article 2.05 of this Section.
  - 5. Sleeves and Waterstops as specified in Article 2.06 of this Section.
- C. Submit proof of qualifications as specified in Article 1.02.A of this Section.

#### **1.04 PRODUCT HANDLING**

- A. Delivery: Deliver all materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store all materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project site.
- C. Protection: Use all means necessary to protect swimming pool mechanical items before, during and after installation and to protect the installed Work specified in other Sections.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Agency and at no additional cost to the Agency.

#### **1.05 JOB CONDITIONS**

- A. Cooperate with entities performing Work specified in other Sections to so that no conflict of new construction or occupied space may occur. Should any installation Work be done without such craft coordination, that Work so installed shall be removed and re-installed.

### **PART 2 PRODUCTS**

#### **2.01 PRODUCT QUALITY**

- A. Materials and equipment shall be new, of the best quality for the purpose intended, and shall be clearly marked with the manufacturer's name and nameplate data or stamp and rating. As far as practicable, materials and equipment shall be of one manufacturer.

#### **2.02 PIPE AND FITTINGS**

- A. PVC Schedule 40: Type 1, normal impact, NSF approved for solvent welding applications, ASTM Specification D-1785, color shall be white. Dura, Lasco, or approved equal.
- B. PVC Schedule 80: Type 1, normal impact, NSF approved for solvent welding applications, ASTM Specification D-1785, color shall be gray. Dura, Lasco, or approved equal.
- C. CPVC Schedule 80 Influent/Effluent Heater Piping: Type 1, normal impact, NSF approved for

solvent welding applications, ASTM Specification D-1785, color shall be gray. Dura, or Lasco.

- D. PVC DR25: Conforming to ATSM D-1784, use with epoxy coated bell and spigot-type fittings or epoxy coated mechanical joint by flange adapters with epoxy coated cast iron fittings as specified in Article 2.02 (F), below. Johns-Manville "Big Blue", Diamond Plastics, or approved equal.
- E. Copper Tubing: ASTM Specification B-88, hard drawn, with ANSI Standard B16.22 wrought copper fittings.
- F. Steel: ASTM Specification A-120, Schedule 40 black or galvanized pipe with ASTM A-47 150 lb. banded malleable iron threaded fittings.
- G. Cast Iron: ASTM Specification B16.1, cast iron flanged fittings, provide epoxy coating as required for use with chlorinated water.

### 2.03 VALVES

- A. Ball Valves:
  - 1. For pool system: True-Union design, PTFE seat material with FPM or FKM Double O-ring stem seals, locking handle, NSF certified. PVC schedule 80 body for below grade installation. PVC Schedule 80 body for above grade installation. Furnish ball valves on all pipe diameters 2 1/2" or less with a rating of at least 200psi at 73° F, Asahi, Ipex or Nibco.
  - 2. For copper pipe system: 3-piece full-port Bronze body valve with Teflon seat, 'Apollo', 'Nibco' or approved equal.
- B. Butterfly Valves:
  - 1. Epoxy coated cast or ductile iron body, 316 stainless steel disc and stem, viton seat material, furnish hand wheel/gear operators on all valves 8" and larger. DeZurick, Keystone, Ipex or equal.
  - 2. PVC body, PVC disc and EPDM construction suitable for chlorinated water applications. Stem shall be of 316 stainless steel and non-wetted. Valves shall be self-gasketed design with a convex sealing arrangement. Valves 1-1/2" – 10" shall be rated to 150 psi and 12" valves shall be rated to 100 psi at 70°F. Asahi Pool-Pro, no known equal.
- C. Check Valves: Wafer-type, epoxy coated cast or ductile iron body, 316 stainless steel plates and shaft, viton seat material. Centerline, Metraflex, or approved equal.
- D. Surge Chamber Float Valve: EPD #2-0020-231 Float Control Valve at competition pool, 12" line size, two (2) total and EPD #2-0020-229 float control valve at instructional pool, 8" line size as manufactured by Environmental Products Division of Doughboy Recreational, Rancho Cucamonga, CA, no known equal.
- E. Surge Chamber Isolation Valve: Butterfly valve, tapped lug style, bronze body, stainless steel

stem, bronze disc, phenolic back-up ring, EPT seat material. Provide stainless steel shaft extension, shaft housing and tool operator located 2'-0" above floor level with deck access grate as required. DeZurick, Keystone, Asahi, Spears, Ipex or approved equal.

- F. RP Backflow Preventer: Febco #835-B for 2" and smaller; #825 for 2-1/2" and larger. Febco, Watts, or approved equal.
- G. Make-up Water Control: Cla-Val make-up water control valve with ductile iron body/cover, bronze trim, globe pattern, Buna-N rubber seals. Pilot system materials to consist of bronze/brass with stainless steel wetted parts and Buna-N rubber seals.

System to include: 100-01 Hytrol valve, CF1-C1KX float control, X46A flow clean strainers, and copper tubing with brass fittings. Float linkage and float rod shall be PVC and brass. Base plate shall be 316 stainless steel. The plastic float shall be provided with 8' PVC rod and stops and a brass counter weight. Provide model #124-01AKX available KSI (714) 754-044.

## 2.04 PRESSURE / VACUUM GAUGES

- A. Furnish and install pressure and vacuum gauges on the discharge and suction sides of all pumps. 2" or 2 1/2" diameter dial, bottom connection, chrome ring, shut-off cock and snubber. Ranges shall be selected to indicate between mid-point and two-thirds of maximum range under design conditions. Marsh, Terrice, or approved equal.

## 2.05 PIPE HANGERS AND SUPPORTS

- A. General:
  - 1. The requirements of this Section relates to various requirements of the Agreement, General and Supplementary Conditions, Specifications, Drawings, and modifying documents which are part of the Construction Contract. Responsibility for coordination of all such applicable requirements will be that of the Contractor.
- B. Description:
  - 1. This section provides guidelines and limitations for the support of all mechanical, electrical, plumbing or architectural items from the building structure, and for the seismic bracing of such items.
  - 2. Design and install all support and bracing systems as required for the swimming pool systems. Provide for attachment to portions of the building structure capable of bearing the loads imposed. Design these systems to not overstress the building structure.
- C. Quality Assurance:
  - 1. Design and install all support systems to comply with the requirements of the 2022 California Building Code, Chapter 16A.
  - 2. Seismic bracing is to be designed by a professional engineer licensed in the State of California.



D. Submittals:

1. Submit shop drawings for all substructures and attachment methods.
2. Submit proposed alternative methods of attachment for review and approval by the Architects, prior to deviating from the requirements given below.
3. For all pipe hangers and support systems, submit structural calculations and details which include all resultant forces applied to the building structure and are prepared and signed by the Contractor's licensed California professional engineer. Calculations will be reviewed for compliance with design criteria, not for arithmetic.

E. Materials:

1. Use Kin-Line, Grinnel, or approved equal.
2. Support all pipelines individually with hangers, each branch having at least one hanger. Lateral brace as noted and required.
3. Support piping near floor with steel stanchions welded to end plates secured to pipe and floor.
4. Support vertical piping at each floor level. Install coupling in piping at each support. Coupling shall rest on and transmit load to support. Isolate copper from steel supports with vinyl electrician's tape around pipe and coupling.
5. Use Stoneman "Trisolator," Unistrut, or approved equal, isolators at each hanger and other support points on bare copper tubing system.
6. For PVC pipe, space hangers four (4) feet apart for pipe sizes 1" and under, five (5) feet apart for pipe sizes 1-1/4" to 2", and six (6) feet apart for pipe sizes over 2". Space hangers for horizontal pipes at a maximum of six (6) feet for copper 2" and smaller and for steel 1-1/4" and smaller; ten (10) feet for copper 2-1/2" and larger and for steel 1-1/2" and larger.
7. Size hanger rods, screws, bolts, nuts, etc., according to manufacturer's sizing charts.
8. Trapeze hangers may be used for parallel lines.
9. Use galvanized or stainless steel hangers, attachments, rods, nuts, bolts, and other accessories in pool mechanical room, high humidity areas, or where exposed to weather. Hot dip galvanize all items which are not factory furnished. Plating for hinged movements must be done at the factory.
10. Lateral Bracing: To prevent swaying of the piping systems, provide angle iron bracing and anchor into wall or overhead framing. Piping shall be braced or anchored in such a way as to resist a horizontal force of 50% of its operating weight in any direction.
11. Do not use wire or other makeshift devices for hangers.
12. Furnish all substructures and fasteners required to comply with the limitations given below. Use material as specified in the various sections and as appropriate to their use.
13. Install stainless steel or FRP Unistrut, pipe clamps/hangers, supports/bracing with stainless steel hardware in the chemical storage rooms, surge/balance tanks, or any other corrosive environment.

F. Guidelines & Limitations:

1. Each Contractor will coordinate the load requirements from all subcontractors so that no combination of loads overstresses the building structure or exceed the limitations given below.

2. Concrete Structure:
    - a. Support all loads hung from concrete structure with cast-in-place inserts, unless drilled-in anchors are specifically approved in writing prior to placing the concrete.
    - b. Concrete anchors must not penetrate into reinforcing bars. Where the anchors boring indicates the presence of reinforcing bar, patch hole with an epoxy type grout and relocate anchor 12 diameters away.
    - c. Individual expansion anchors cannot support any loads greater than 300 pounds or manufacturer's specified load capacity without approval.
  3. Steel Structure:
    - a. Hang no more than 20 pounds per metal deck rib in any span.
    - b. At beams, hang all beam loads greater than 40 pounds concentric to beam, not off the flanges.
    - c. Attached no loads to the beams or girders greater than the following without specific approval from the architect;
      - i. Roof beams and girders: 300 pound point load or 600 pound total load for a single span.
- G. Seismic Bracing:
1. Design and install seismic bracing to not ground out vibration and sound isolation systems.
  2. All items of mechanical and electrical equipment 60" or more in height are to be seismically braced whether such bracing is shown or not.

## 2.06 SLEEVES AND WATERSTOPS

- A. Provide sleeves where work of this Section passes through fire rated partitions, floors and ceilings, concrete slabs or exterior of structure. Caulk clearance space using sealant appropriate for application in conformance with manufacturer's recommendations and Title 24 of California Code of Regulations. 3m, Dow Corning, or approved equal. In lieu of sleeves and caulking, "Link Seal" products may be used.
- B. Provide prefabricated waterstops as indicated on the Drawings at all pipe penetrations through structures containing stored water (i.e., swimming pools, balance/surge tanks, etc.) to insure leak-proof seals.

## PART 3 EXECUTION

### 3.01 SURFACE CONDITIONS

- A. Inspection:

1. Prior to Work of this Section, carefully inspect the installed Work of other trades and verify that such work is complete to the point where this installation may properly commence.
2. Verify that items of this Section may be installed in accordance with the original design and referenced standards.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Licensed Design Professional.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
3. Failure to notify the Licensed Design Professional and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive his work.

### 3.02 ABBREVIATIONS AND SYMBOLS

- A. Abbreviations and symbols on the Drawings are those most commonly used. Obtain clarification from the Licensed Design Professional on any questionable items before bid.

### 3.03 GENERAL PIPING REQUIREMENTS

- A. Size any section of pipe for which size is not indicated or any intermediate section erroneously shown undersized the same size as the largest pipe connecting to it. Sizes listed are nominal.
- B. Cut pipe accurately to job measurements and install without springing or forcing, true to line and grade, generally square with building and/or structures and adequately supported to prevent undue stress on pipe, fittings and accessories.
- C. Make changes of direction with manufactured fittings. Street ells, bushings, reducing flanges, close nipples or bending of pipe is not allowed.
- D. Use great care to install piping in accordance with best practice. Plastic pipe shall be "snaked" in trenches to allow for thermal expansion.
- E. All above grade, below grade and buried or imbedded PVC shall be installed using solvent weld fittings. Also, each and every fitting and pipe end shall be prepared with solvent primer. Fittings shall be joined individually and with enough time between assembly of adjacent joints to allow them to seal solidly. After joining, an even ring of primer must be visible around the entire fitting. If any fittings are installed without visible primer, the fitting shall be removed and discarded and piping recut, rechamfered and joint made up again using a new fitting. All procedures, methods and techniques used to make up solvent weld joints shall be in strict accordance with manufacturer's recommendations.
- F. Arrange pipe and hangers to allow for expansion, contraction and structural settlement. No pipe shall contact structure except penetrations as shown on the Drawings.

- G. Provide dielectric connections between copper and dissimilar metals. In copper systems, threaded piping including connections to equipment shall be brass pipe and fittings. Install dielectric connections in vertical sections of piping only.
- H. Run pipe full size through shut-off valves, balancing valves, etc. Change pipe size within three (3) pipe diameters of final connection to control valves, fixtures and other equipment.
- I. Provide unions or flanges at connections to equipment, on service side of valves and elsewhere as required to facilitate ease of maintenance.
- J. Locate equipment shut-off valves as close to equipment as possible maintaining easy valve access.
- K. Make all connections between domestic water systems and equipment or face piping with approved backflow prevention devices as required.
- L. All PVC pipe exposed to direct sunlight shall be painted with two coats of Exterior Acrylic Semi-gloss Paint, Sherwin Williams or equal. Color to be selected by the Architect. Prior to painting the PVC pipes, the exterior of all PVC pipes shall be wiped with Methyl Ethyl Ketone, or an approved equal, to remove the glaze from the pipes.
- M. The Main Drain pipe must run either level or uphill from the main drain sump, through the surge pit (if applicable) and then to the circulation pump.

### 3.04 TRENCH EXCAVATION AND BACKFILL

A. Excavation:

- 1. Excavate and backfill trenches as required for the Work of this Section. Conform to requirements of Section 13 11 01.
- 2. The Contractor shall perform all excavation of every description and of whatever materials encountered, to the depths indicated on the Drawings or as necessary. The Contractor shall dispose of the excavated materials not required or suitable for backfill as directed, and shall perform such grading as may be necessary to prevent surface water from flowing into the trenches. The Contractor shall provide adequate equipment for the removal of storm or subsurface waters, which may accumulate in the excavated areas.

B. Trenching:

- 1. Excavate trenches to lines and grades as indicated on the Drawings and with banks as nearly vertical as practicable.
- 2. Bottoms of trenches shall be accurately graded to provide uniform bearing on undisturbed soil for the entire length of each section of pipe.
- 3. The width of the trench at and below the top of the pipe shall be such that the clear space between the barrel of the pipe and the trench wall shall not exceed 8" on either side of the pipe. The width of trench above the top of pipe may be wider if necessary.
- 4. Over-depth excavations shall be filled with tamped sand to required grades.

5. Excavations of five (5) feet or more in depth shall be shored or supported in conformance with rules, and regulations of State and Federal Governments. Shoring shall be constructed, maintained and removed in a manner to prevent caving of the excavation walls or other load on the pipe.

C. Backfilling:

1. Material for backfilling of pipes shall be approved granular material less than two (2) inches in diameter obtained from the excavation. No material of a perishable, spongy or otherwise unsuitable nature shall be used as backfill.
2. Backfilling of pipe trenches shall commence immediately after installation and testing to preclude damage to the installed pipe. Backfill around pipe shall be carefully placed so as not to displace or damage the pipe, and shall be carried up symmetrically on each side of the pipe to one foot above the top of the pipe. The material shall be carefully compacted or consolidated before additional backfill is placed.
3. Backfill above an elevation of one foot above the top of pipe in conformance with requirements of Section 131101. Material for balance of backfill shall be approved granular material less than six (6) inches in diameter taken from the excavation.
4. Unless otherwise indicated on the Drawings, all pipe shall have a minimum of eighteen (18) inches of cover.

### 3.05 GENERAL EQUIPMENT REQUIREMENTS

- A. Position equipment to result in good appearance and easy access to all components for maintenance and repairs.
- B. Install piping, flues, breeching and ducts so that they do not interfere with equipment access.
- C. Install level, secure and out of moisture. Provide shims, anchors, support straps, angles, grouted bases, or other items as required to accomplish proper installation.
- D. All screws, nuts, bolts and washers shall be galvanized, or stainless steel. After fabrication, hot-dip galvanize unfinished ferrous items for outdoor, below grade or other use subject to moisture.
- E. Extend 1/2" Schedule 40 black steel pipe lubrication tubes from all hard to reach locations to front of equipment or to access points. Terminate with proper type of lubrication fitting.

### 3.06 VALVES AND STRAINERS

- A. If no shut-off is indicated, provide ball valves at inlet connections and balance valves at outlet connections to fixtures and equipment. Provide proper valve trim for service intended.
- B. Use no solder end valves unless noted otherwise; provide adapters in copper tubing systems.
- C. Locate valves with stems above horizontal plane of pipe. In general, locate valves within six (6) feet of floor, out from under equipment, in accessible locations with adequate clearance around hand wheels or levers for easy operation.

- D. Provide all valves, cocks and strainers, full pipe size unless indicated otherwise.
- E. Provide hand wheel operators on all valves 6" and larger, under 6" lever operators may be used.
- F. Provide tool operated valve with stainless steel shaft extension and 'on deck' tool operation for surge chamber butterfly isolation valve.

**3.07 IDENTIFICATION OF PIPING**

- A. Identify each valve by a numbered brass tag with hole and brass chain mounted on valve stem or handle. Tag to be a minimum of 1" in diameter and numbers at least 1/4" high stamped into tag. Valves and plumbing lines shall be labeled clearly with the source or destination descriptions.
- B. Install an identification chart in a plastic or glass framed enclosure, which schematically illustrates the proper operation of all piping systems and indicates number and location of all valves and control devices within the system.
- C. The direction of flow for the recirculation equipment shall be labeled clearly with directional symbols such as arrows on all piping in the equipment area. Where the recirculation equipment for more than one pool is located on site, the equipment shall be marked as to which pool the system serves.

**3.08 TESTS**

- A. Perform tests in presence of Licensed Design Professional with no pressure loss or noticeable leaks.
- B. Do not include valves and equipment in tests. Include connection to previously tested sections if systems are tested in sections.
- C. Perform tests as follows:

<u>System</u>	<u>Test Pressure</u>	<u>Test Medium</u>	<u>Duration</u>
Skimmer Lines and Lawson Main Drain sump lines	20psig	Water*	4 hours
Pool Piping	50 psig	Water*	4 hours
Pool Main Drains	30 psig	Water*	4 hours
Domestic Water	150 psig	Water*	4 hours

**\*Never test PVC pipe or fittings with air or other gases, always use water.**

**3.09 PIPE MATERIAL APPLICATION**

- A. PVC Schedule 40: Below grade swimming pool piping and domestic water piping up to 12"

line size; use standard solvent weld fittings.

- B. PVC Schedule 80: Above grade swimming pool piping up to 12" line size; use solvent weld Schedule 80 or epoxy coated cast iron fittings.
- C. Type L Hard Copper: Above grade domestic water piping.
- D. CPVC Schedule 80; Pool Heater Piping.
- E. Schedule 40 Steel: Natural gas piping.
- F. Pipe Insulation for Cold Plunge or Cold Water Piping: Install pipe insulation on all cold water PVC schedule 80 cold plunge circulation piping located in the pool mechanical room and exposed above grade piping. Provide NBR/PVC closed-cell pipe insulation, pre-slit, pre-glued with overlap,  $\frac{3}{4}$ " wall thickness with a temperature range between -70° to 220°F for schedule 80 PVC pipe.

### 3.10 CUTTING AND DRILLING

- A. Cutting or drilling necessary for installation of Work of this Section shall be done only with approval of Licensed Design Professional.

### 3.11 CLOSING-IN OF UNINSPECTED WORK

- A. Do not cover or enclose Work before testing and inspection. Re-open Work prematurely closed and restore all Work damaged.

### 3.12 QUIETNESS

- A. Quietness is a requirement. Eliminate noise, other than that caused by specified equipment operating at optimum conditions, as directed by Licensed Design Professional.

### 3.13 FLUSHING OF LINES

- A. Flush or blow out pipes free from foreign substances before installing valves, stops or making final connections. Clean piping systems of dirt and dust prior to initial start-up.
- B. Just prior to plastering the pool, under the observations of the IOR, the pool mechanical system shall be flushed using the pool circulation pump. Circulate water through the mechanical system until the effluent water from the pool return heads runs clean.

### 3.14 CLEAN-UP

- A. After all Work has been tested and approved, the Swimming Pool Subcontractor shall thoroughly clean all parts of the equipment installations, including all pool pipe and fittings in the pool mechanical room. Exposed parts shall be cleaned of cement, plaster and other materials and all grease and oil spots removed with solvent.

- B. The Contractor shall remove debris from the Project site. Cartons, boxes, packing crates and excess materials not used, occasioned by this work shall be disposed of to the satisfaction of the Licensed Design Professional.
- C. If the above requirements of clean up are not performed to the satisfaction of the Licensed Design Professional, the Agency reserves the right to order the work done, the cost of which shall be borne by the Swimming Pool Subcontractor.

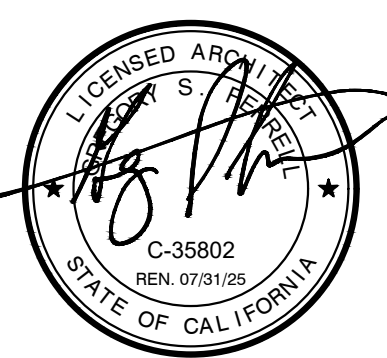
**END OF SECTION**



REVISIONS

NO.	DATE	DESCRIPTION

ARCHITECT



DRAWING TITLE

**DEMOLITION PLAN**

DRAWING NO.

PROJECT NO.	2024.001
DRAWN BY	GN
CHECKED BY	GSF
DATE	02/12/2024

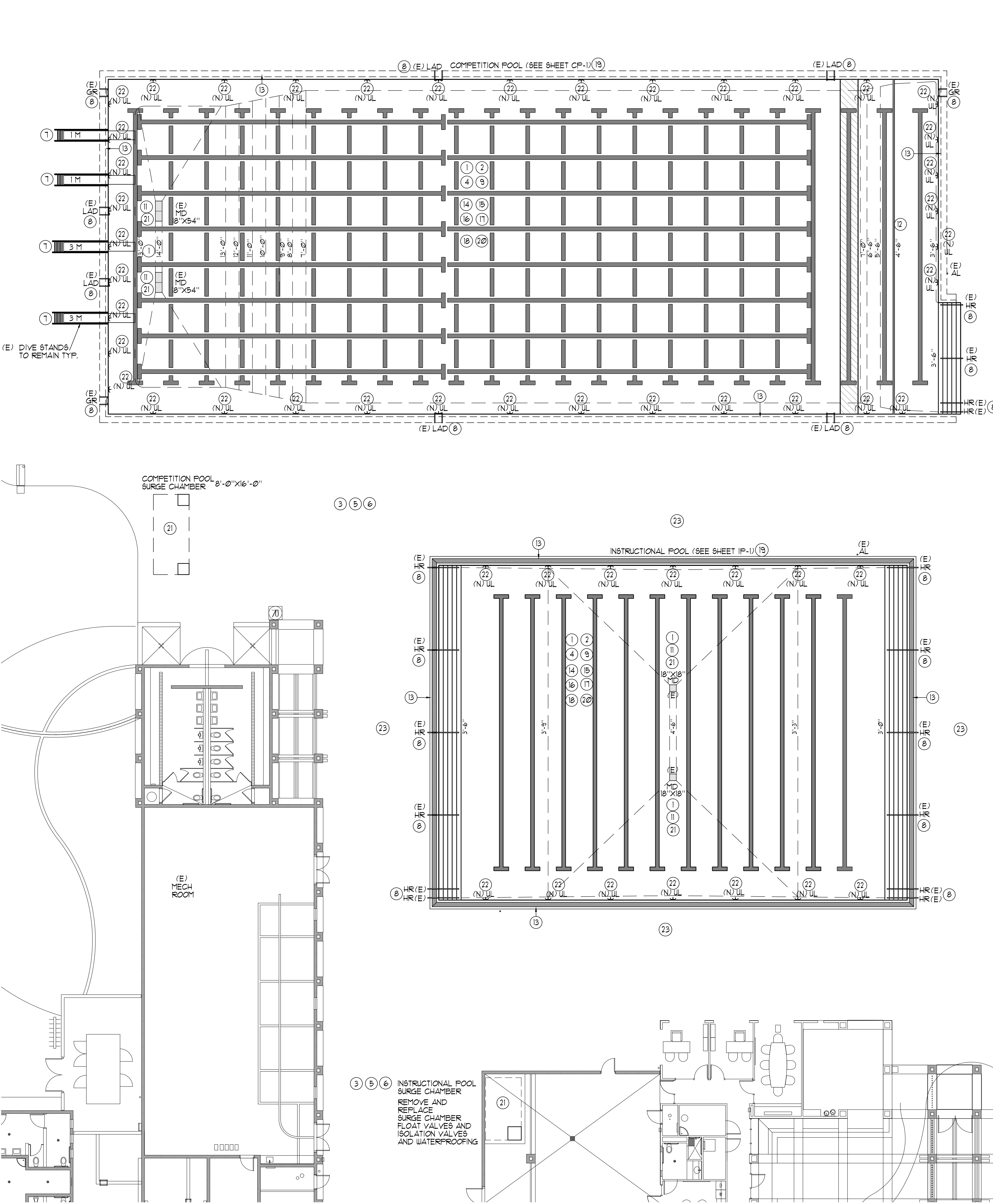
**DP-1**

**DEMOLITION/CONSTRUCTION NOTES**

- CITY SHALL COORDINATE WITH CONTRACTOR RESPONSIBLE FOR POOL DRAIN DOWN UNDER SUPERVISION OF THE OWNER. THE OWNER SHALL DIRECT BULKHEAD STORAGE DURING WORK. CARE IS TO BE TAKEN TO RELIEVE ANY HYDROSTATIC PRESSURE THROUGH EXISTING HYDROSTATIC RELIEF VALVES AND DRAINING THE POOL SLOWLY. IF OWNER DESIRES TO UTILIZE POOL WATER PRIOR TO DRAIN DOWN FOR OTHER CITY USE THEY SHALL IDENTIFY TO THE CONTRACTOR THE PLANS FOR DRAINAGE AND DISPOSAL OF ALL POOL WATER.
- THE CONTRACTOR SHALL COORDINATE DEMOLITION WITH ALL OTHER TRADES, AND SHALL PROTECT ALL EXISTING WORK, BUILDINGS, AND UTILITIES. THE CONTRACTOR SHALL FIELD VERIFY LOCATION OF AND PROTECT UNDERGROUND LIGHTING CONDUIT, WATER/SURGE/STORM DRAIN LINES, ETC. TO REMAIN AS REQUIRED FOR RENOVATION OF SWIMMING POOL.
- COORDINATE INGRESS/EGRESS AND HAUL ROUTES WITH THE OWNER PRIOR TO START OF WORK.
- SWIMMING POOL PLAN VIEWS AND SECTIONS ARE SHOWN FOR CONTRACTOR INFORMATION AND ASSISTANCE. THE CONTRACTOR IS RESPONSIBLE FOR INDIVIDUAL SQUARE FOOTAGE TAKE-OFFS AND ESTIMATIONS WITH REGARD TO DEMOLITION PREPARATION, AS WELL AS MEANS AND METHODS OF CONSTRUCTION. CONTRACTOR SHALL VISIT THE SITE AS REQUIRED TO ACCOMPLISH THE WORK, AND TO BECOME FAMILIAR WITH SCOPE AND SERVICES OF WORK REQUIRED.
- CITY SHALL COORDINATE PROPOSED CONTRACTOR STAGING AREA WITH THE OWNER PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND STORING BULKHEAD IN COMPETITION POOL IN LOCATION AS INDICATED BY OWNER AND PROTECTING DURING CONSTRUCTION AND REINSTALLING IN POOL AS PART OF THE SCOPE OF WORK.
- CONTRACTOR IS TO PHOTOGRAPH AND DOCUMENT ON A PLAN ANY AND ALL EXISTING DAMAGED ITEMS/SURFACES, FINISHES IN AND IMMEDIATELY AROUND THE WORK AREA AND ALONG ALL WORK PATHS FROM STAGING AREA PRIOR TO THE START OF WORK. CONTRACTOR IS TO SITE WALK ALL EXISTING DAMAGES WITH THE OWNER AND PROVIDE A COPY OF THIS PHOTOGRAPHS AND DOCUMENTATION BEFORE WORK BEGINS. FAILURE TO PROVIDE THIS INFORMATION REPRESENTS ACCEPTANCE BY THE CONTRACTOR THAT ALL EXISTING SURROUNDING FINISHES (CONCRETE, AC PAVING, FLOORING, ETC.) AND ALL GATES, DOORS, PATHWAYS, ETC. ARE UNDAMAGED AND IN CLEAN AND FUNCTIONING CONDITION, AND CONTRACTOR ACCEPTS THE RESPONSIBILITY TO MAINTAIN AND CORRECT ANY DAMAGE LATER FOUND BY THE OWNER DURING CONSTRUCTION PERIOD IN THESE AREAS AT NO EXPENSE TO THE OWNER.
- REMOVE EXISTING DECK EQUIPMENT TO REMAIN PRIOR TO DEMOLITION. CONTRACTOR TO FIELD VERIFY AND DOCUMENT LOCATION OF DECK EQUIPMENT/ANCHORS.
- REMOVE AND PROTECT EXISTING GRABRAILS, LADDERS AND HANDRAILS DURING CONSTRUCTION AND CLEAN, POLISH AND REINSTALL AFTER WORK HAS BEEN COMPLETED.
- REMOVE ALL EXISTING COMPETITION POOL, INSTRUCTIONAL POOL, AND SPA FINISHES INCLUDING PLASTER, TILE, ETC. DOWN TO ORIGINAL SOUND CONCRETE/SHOTCRETE ANY CRACKS LARGE ENOUGH TO INSERT THE EDGE OF A DIME INTO, SHALL BE CHIPPED OUT TO A MINIMUM OF 3/4" X 3/4" AND THEN FILLED FLUSH WITH NON-SHRINK GROUT. ALL EXPOSED REBAR, RUST SPOTS, ETC. SHALL BE BUSHED DOWN 1/2" BELOW FINISH SURFACE. ZINC COATED AND FILLED FLUSH WITH NON-SHRINK GROUT. ANY OTHER IMPERFECTIONS IN THE POOL SHELLS SHALL BE REPAIRED PRIOR TO INSTALLING NEW TILED LANE LINES, WALL TARGETS, WATERLINE TILE AND WATERLINE DEPTH MARKERS, ETC. AND PRIOR TO NEW WHITE PLASTER INSTALLATION. ENSURE ALL POOLS PERIMETER GUTTER EDGES SHALL BE LEVEL AND ENSURE ALL WATER FLOWS OVER THE LIP EVENLY AROUND ENTIRE PERIMETER OF POOL.
- REMOVE AND REPLACE ALL EXISTING GRABRAIL STEPS. ONCE STEPS ARE REMOVED ALL RUST SPOTS SHALL BE EXPOSED, BUSHED DOWN 1/2" BELOW FINISHED SURFACE, ZINC COATED AND FILLED FLUSH WITH NON-SHRINK GROUT. THEN NEW CYCLOC STEPS SHALL BE INSTALLED FLUSH WITH NON-SHRINK GROUT.
- REMOVE EXISTING MAIN DRAIN FRAMES AND GRATES AND INSTALL NEW 18"X18", 18"X54", AND 9"X9" LAUBON AQUATICS' PER PLAN. THE CONTRACTOR SHALL CERTIFY THE MAIN DRAIN SYSTEMS AS VGB COMPLIANT. THE CONTRACTOR SHALL ENSURE THAT MAIN DRAINS MEET CURRENT STANDARDS AND ARE CERTIFIED WITH CURRENT REQUIREMENTS WATERPROOF EXISTING FIELD BUILT SUMPS (IF ANY) WITH PLASTER PRIOR TO PLACING NEW GRATES.
- REMOVE EXISTING 4'-6" CONTRASTING WATER DEPTH TILE MARKER (4" LINE) AND PROVIDE NEW TILE PER SPECIFICATIONS.
- CONTRACTOR SHALL ENSURE THAT ALL COMPETITION POOL AND INSTRUCTIONAL POOL GUTTERS ARE LEVEL AT TIME OF PLACEMENT OF NEW TILE. ALL WATER SKIMS OVER THE EDGE INTO THE GUTTER EVENLY. REPLACE GRATING AT INSTRUCTIONAL POOL WITH NEW 'DALDORADO' PARALLEL GRATING.
- THE CONTRACTOR SHALL ENSURE THAT ALL SURFACES ARE PREPARED TO RECEIVE PLASTER FINISH. WEATHER CONDITIONS SHALL BECOME A CRITICAL PART OF WORK AND SHALL BE TAKEN INTO CONSIDERATION AT THE TIME OF PLASTER APPLICATION.
- THE CONTRACTOR SHALL PROVIDE A SUFFICIENT NUMBER OF WORKERS TO ENSURE THAT THE ENTIRE POOL CAN BE PASTERED IN A SINGLE DAY OR SHALL PROVIDE CONTINUAL MISTING OF PASTERED SURFACES TO ENSURE THAT PLASTER IS NOT EXPOSED TO THE AIR FOR A PERIOD OF TIME WHICH WOULD CAUSE DAMAGE IN ANY WAY.
- THE CONTRACTOR SHALL REPAIR OR REPLACE ANY ITEMS DAMAGED DUE TO DEMOLITION AND/OR CONSTRUCTION, AT NO COST TO THE OWNER INCLUDING BUT NOT LIMITED TO UTILITIES, FITTINGS, EQUIPMENT, ANCHORS, ETC.
- REMOVE AND REPLACE ALL FLOOR INLET COVERS AND WALL INLET EYEBALLS AND COVERS COMPLETELY PER DETAIL AND SPECIFICATIONS. PROVIDE 24"X24" OF 2"X2" DALLITE D311 'BISCUIT' WHITE AROUND ALL FLOOR INLETS TYP.
- REPLACE ALL EXISTING POOL TILE INCLUDING ALL RACING LANE LINES AND END WALL TARGETS, STEP TRIM TILE, FLOOR INLET TILE, HANDHOLD TILE AND DEPTH MARKERS. DEPTH MARKERS SHALL BE LOCATED AT MAXIMUM 25'-0" O.C. AROUND ENTIRE POOL PERIMETER AND SHALL HAVE MINIMUM 4" TALL NUMBERS AND LETTERS. PROVIDE NEW INTERNATIONAL NO DIVING TILES AT ALL DEPTH MARKER LOCATIONS 6'-0" DEPTH OR SHALL LOWER. PREPARE ALL SURFACES TO RECEIVE NEW TILE PER PLANS.
- REFER TO SHEET CP-1, IP-1, AND HS-1 POOL LAYOUT PLANS IN COORDINATION WITH CONTRACTOR FIELD LAYOUT AND EXISTING INFORMATIONAL PLANS.
- THE OWNER SHALL IDENTIFY THE SWIMMING POOL FILL WATER SOURCE FROM CLOSEST FIRE HYDRANT AND SHALL PAY FOR THE WATER TO FILL THE POOL. THE CONTRACTOR IS RESPONSIBLE FOR FIRE HOSE, HOSES FILLING AND PROTECTION OF PLASTER SURFACES. FILL SOURCE SHALL BE BLOW-OFF INITIALY TO PROVIDE A CLEAN DOMESTIC WATER SOURCE. THE CONTRACTOR SHALL PROVIDE CONTINUOUS FILL UNTIL THE WATER IS AT OPERATIONAL LEVEL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING AND BALANCING OF THE POOL WATER FOR A PERIOD OF NOT LESS THAN SEVEN (7) DAYS AFTER PASTER. THE CONTRACTOR SHALL COORDINATE HIS EFFORTS WITH OWNERS STAFF TO PROVIDE INSTRUCTION AND TRAINING IN PROPER OPERATION OF POOL IN CONJUNCTION WITH NEW PLASTER SURFACES.
- REMOVE ALL GUTTER AND SURGE CHAMBER WATERPROOFING AND PROVIDE 2 NEW COATS OF WATERPROOFING PER SPECIFICATIONS. CONTRACTOR SHALL REPLACE ALL FLOAT VALVES AND BUTTERFLY VALVES INSIDE EACH SURGE CHAMBER. REPLACE ALL SURGE CHAMBERS AND BALANCE TANK LID SPRINGS AND LUBE ALL HINGES AND HARDWARE ON COMP. POOL, INSTRUCTIONAL POOL AND WET PLAY BALANCE/ SURGE TANKS.
- CONTRACTOR SHALL REPLACE ALL SWIMMING POOL LIGHT FIXTURES WITH NEW LED FIXTURES WITHIN EXISTING NICHS. FIELD VERIFY JUNCTION BOX LOCATIONS AND REQUIRED CORD LENGTHS.
- OWNER SHALL IDENTIFY DURING PRE-BID WALK AREAS OF DECK THAT NEED CONCRETE REPAIR AROUND INSTRUCTIONAL POOL TO INCLUDE QUANTITY IN BID DOCUMENTS. AREA IS TO BE PREPARED TO RECEIVE NEW 14C DURA-TOP CONCRETE RESURFACER BROOM FINISH REPAIR WITH SHARKGRIP ADDITIVE. COATING SHALL BE APPLIED TO DECK AS TO BE INDICATED BY OWNER OR AS SHOWN ON PLANS. FEATHER FINISH AS REQUIRED AT DRAINS AND OTHER AFFERTENANCES TO MAINTAIN ADA COMPLIANCE. PROTECT ALL EXISTING OR NEW TILE OR DECK ANCHORS, ETC. WITHIN NEW DECK COATING AREAS. FOLLOW ALL MANUFACTURER REQUIREMENTS FOR PREP AND INSTALL.
- Remove and replace approximately 130 SF of concrete deck adjacent to the Hydrotherapy Spa

**LEGEND**

HR	=	HAND RAIL
GR	=	GRABRAIL
MD	=	MAIN DRAIN
UL	=	UNDERWATER LIGHT
(E)	=	EXISTING
(N)	=	NEW
AL	=	ACCESSIBLE LIFT
JS	=	JET SUCTION
LAD	=	LADDER
1M	=	ONE METER DIVE STAND
3M	=	THREE METER DIVE STAND
SS	=	SURFACE SKIMMER



**DEMOLITION PLAN**

1" = 10'-0"

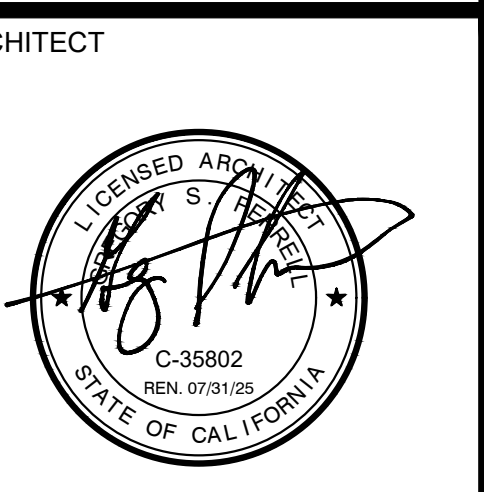


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PROJECT INFORMATION  
**ALGA NORTE AQUATIC CENTER**  
**REPLASTER**  
6565 ALCANTE ROAD  
CARLSBAD, CALIFORNIA 92009

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NO.	DATE	DESCRIPTION



DRAWING TITLE  
**(E) COMPETITION POOL LAYOUT PLAN**

PROJECT NO.	2024.001
DRAWN BY	GN
CHECKED BY	GSF
DATE	02/12/2024
DRAWING NO.	CP-1

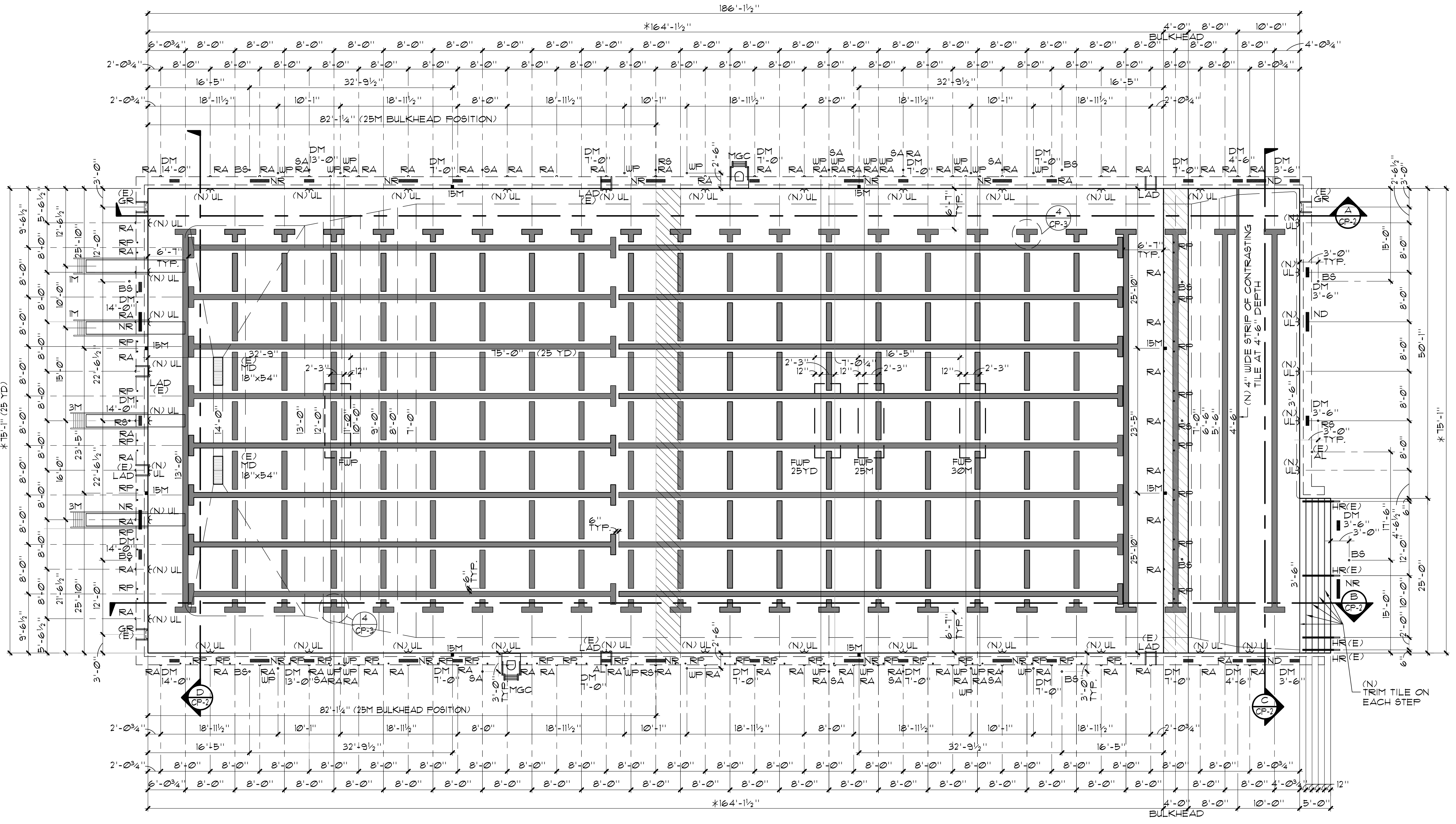
**(E) COMPETITION POOL DATA**

SURFACE AREA	=	14,098 SQ. FT.
PERIMETER	=	532 FT.
DEPTH	=	3'-6" TO 14'-0"
VOLUME	=	833,740 GALLONS
6 HR TURNOVER	=	2,316 GPM

- LEGEND**
- MD = MAIN DRAIN
  - LAD = LADDER
  - UL = UNDERWATER LIGHT
  - HR = HANDRAIL
  - NR = NO RUNNING
  - ND = NO DIVING
  - GR = GRABRAIL
  - RA = ROPE ANCHOR
  - DM = DEPTH MARKER
  - BS = BACKSTROKE STANCHION
  - UP = WATERPOLO GOAL
  - RS = RECALL STANCHION
  - FUP = FLOATING WATERPOLO GOAL
  - MGC = MOVEABLE GUARD CHAIR
  - AL = ACCESSIBLE LIFT
  - 3M = THREE METER DIVING STAND
  - 1M = ONE METER DIVING STAND
  - SA = STANCHION ANCHOR
  - RP = RACING PLATFORM
  - 15M = 15 METER MARKER
  - HB = HOSE BIBB
  - (E) = EXISTING
  - (N) = NEW

- CERTIFICATION REQUIREMENTS**
- \* THE CONTRACTOR SHALL RETAIN AN INDEPENDENT LICENSED SURVEYOR TO PROVIDE CERTIFICATION OF COMPLIANCE FOR REQUIRED POOL LENGTHS IN ACCORDANCE WITH USA SWIMMING REGULATIONS. THE SURVEYOR SHALL SUBMIT THE COMPLETED FORM TO USA SWIMMING NATIONAL EVENTS DEPARTMENT AND PROVIDE COPIES TO OWNER AND ARCHITECT.
  - LONG COURSE - 50M: (ALLOW FOR TOUCH PADS AT BOTH ENDS) 16'-4 1/8" MIN, 16'-4 1/16" MAX.
  - SHORT COURSE - 25M: (ALLOW FOR TOUCH PADS AT ONE END) 15'-0 3/16" MIN, 15'-1 7/16" MAX.
  - SHORT COURSE - 25 YDS: (ALLOW FOR TOUCH PADS AT ONE END) 15'-0 5/16" MIN, 15'-1 3/16" MAX.
  - TOLERANCE AGAINST LENGTH SHALL EXTEND IN A VERTICAL PLANE 0.3M (12") ABOVE AND 0.8M (2'-1 1/2") BELOW THE SURFACE OF THE WATER AT ALL POINTS OF BOTH END WALLS TYP. OF ALL COURSES.

**NOTE:**  
ALL ITEMS NOT MARKED OR NOTED TO BE (E) EXISTING SHALL REMAIN. ALL ITEMS NOTED (N) NEW SHALL BE REPLACED AS NOTED ON THE PLANS AND/OR SPECIFICATIONS



**(E) COMPETITION POOL LAYOUT PLAN** 1/8" = 1'-0"

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**ALGA NORTE AQUATIC CENTER**

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6565 ALCANTANE ROAD  
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NO.	DATE	DESCRIPTION

ARCHITECT



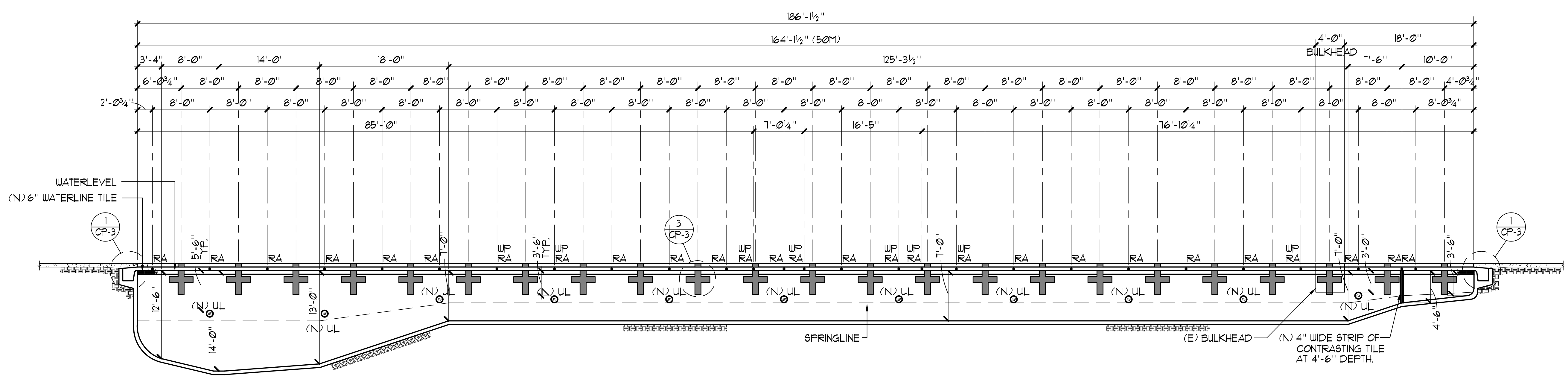
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**(E) COMPETITION POOL SECTIONS**

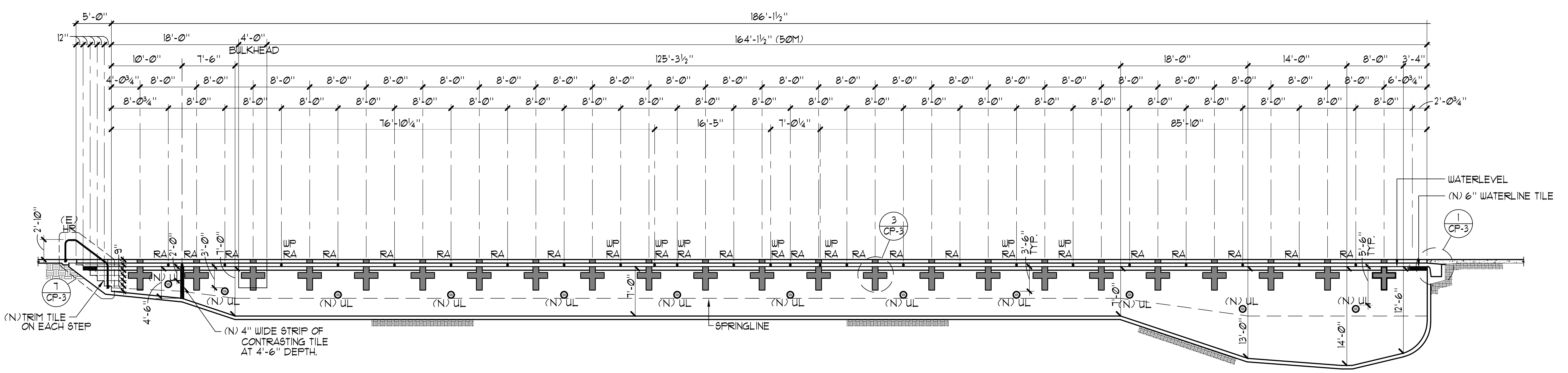
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DATE 02/12/2024

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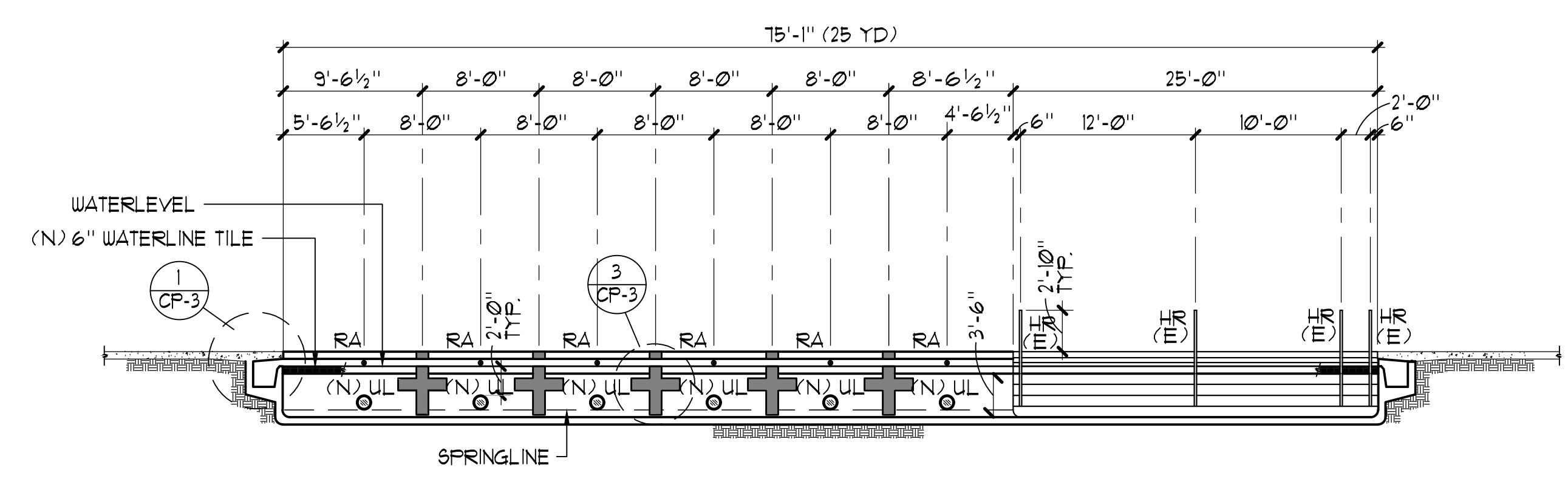
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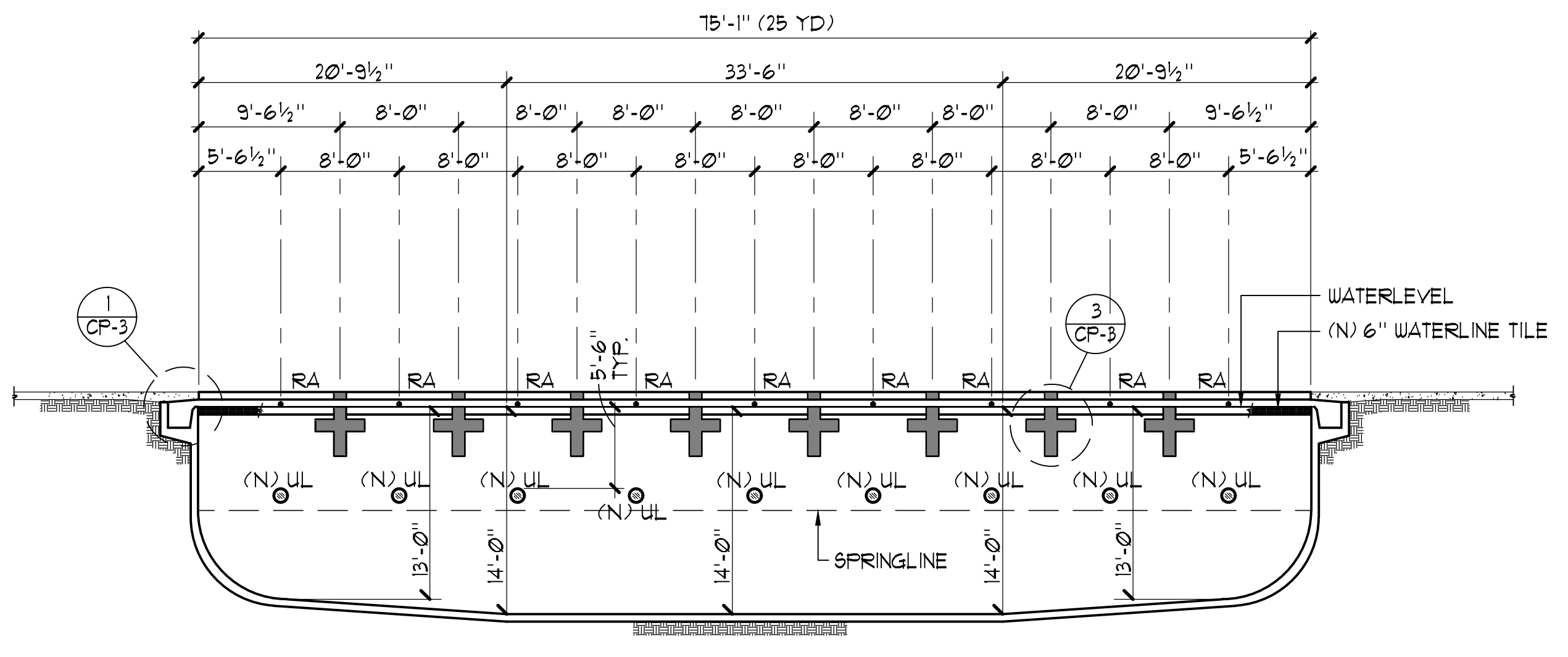
**(E) COMPETITION POOL SECTION** 1/8" = 1'-0"



**(E) COMPETITION POOL SECTION** 1/8" = 1'-0"

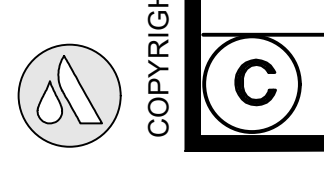


**(E) COMPETITION POOL SECTION** 1/8" = 1'-0"



**(E) COMPETITION POOL SECTION** 1/8" = 1'-0"

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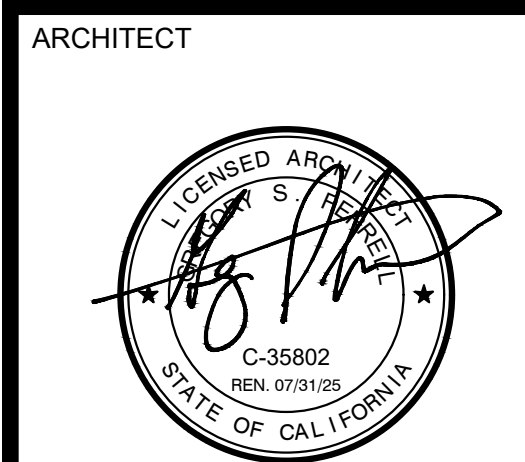


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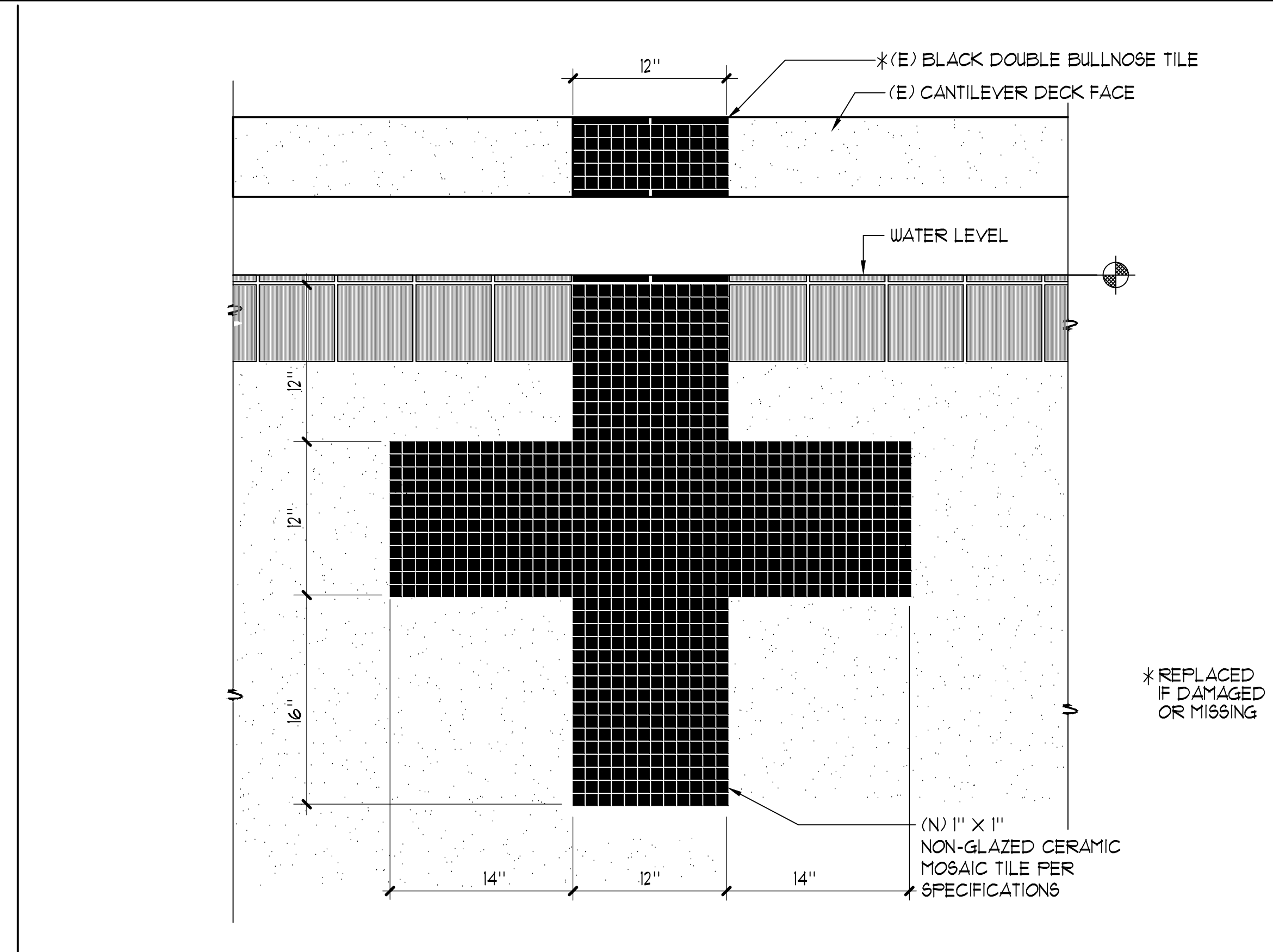
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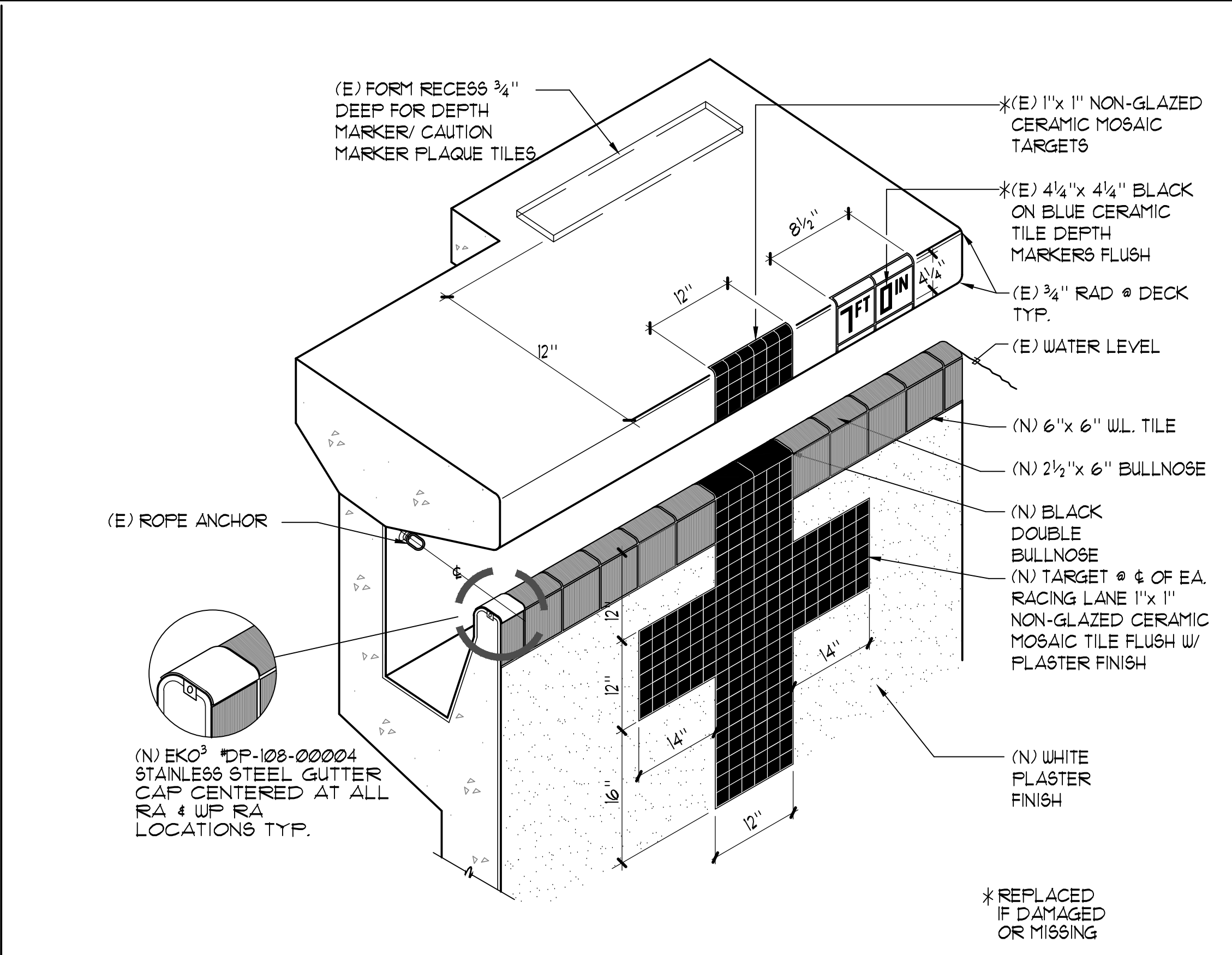
DRAWING TITLE  
**COMPETITION POOL DETAILS**

PROJECT NO.	2024.001
DRAWN BY	GN
CHECKED BY	GSF
DATE	02/12/2024

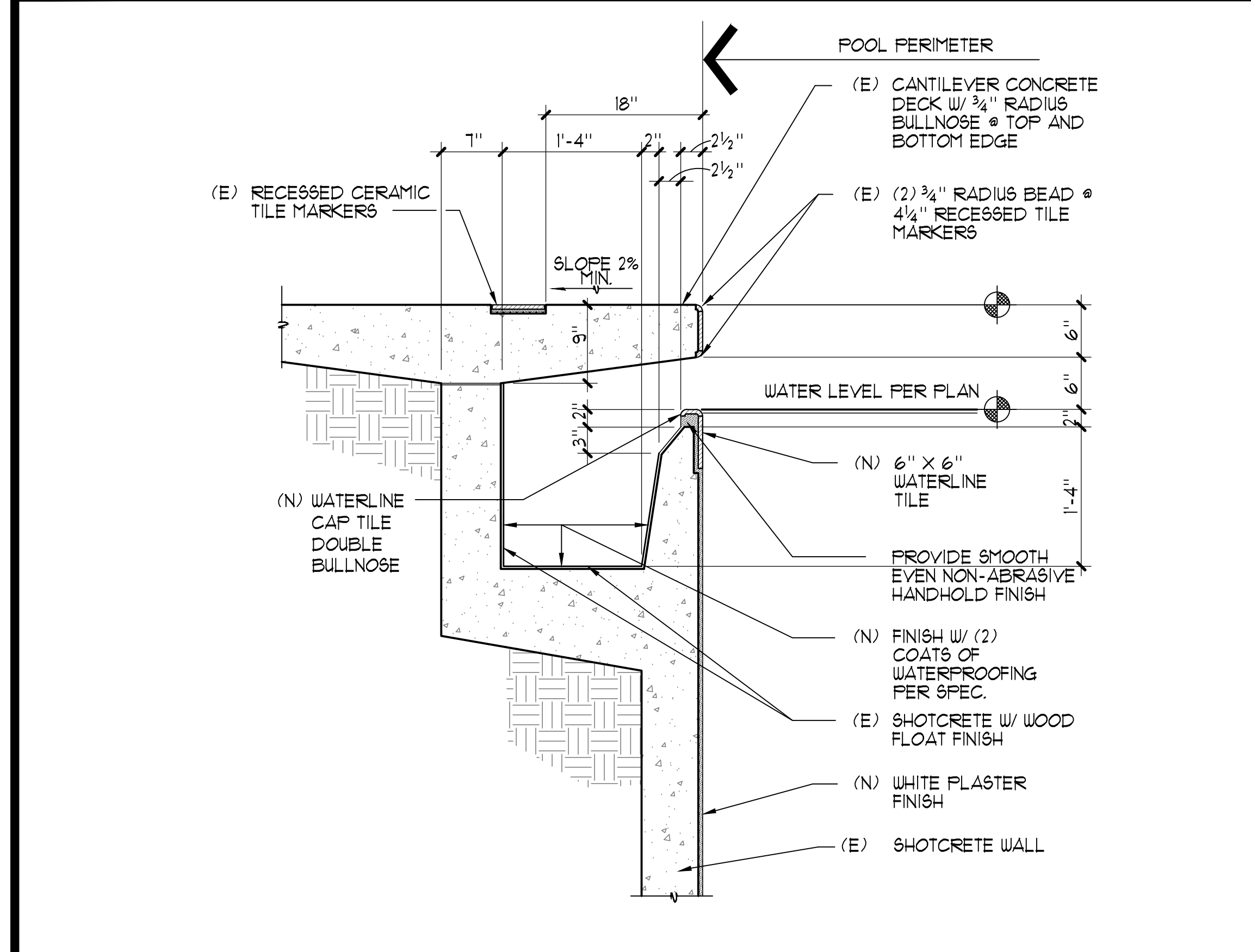
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**CP-3**



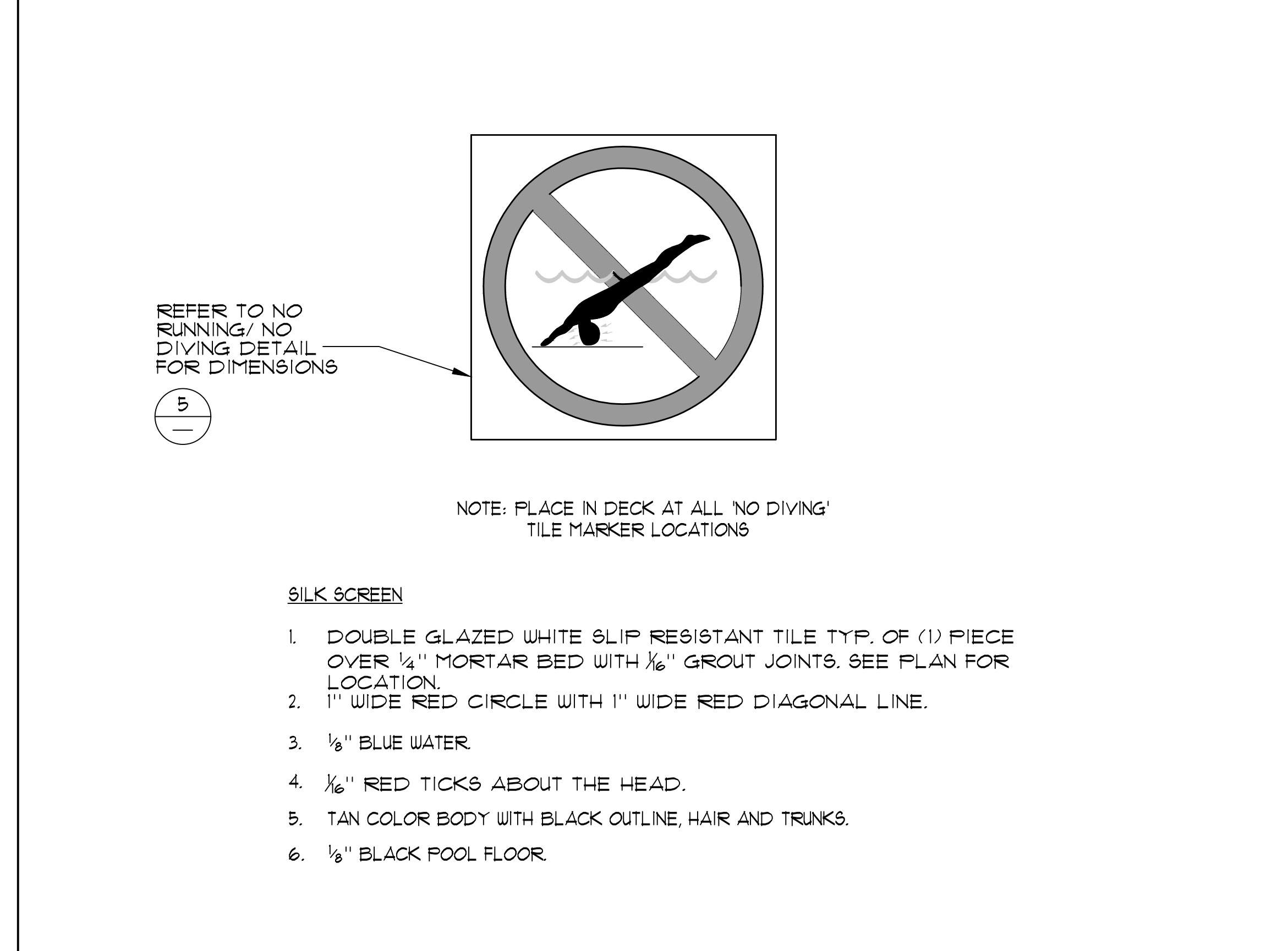
3 (N) END WALL TARGET 1/2" = 1'-0"



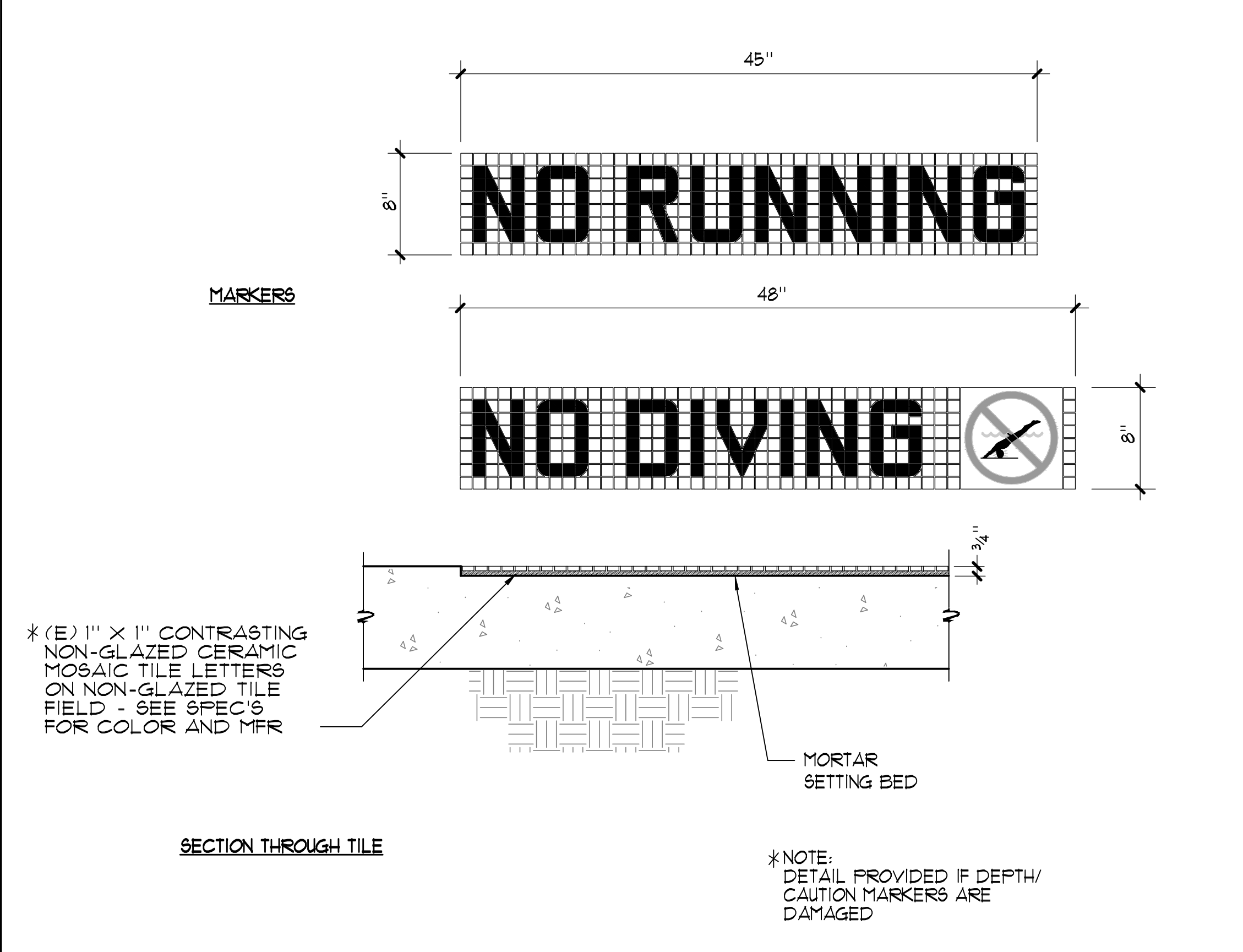
2 (E) DEEP GUTTER PERSPECTIVE NO SCALE



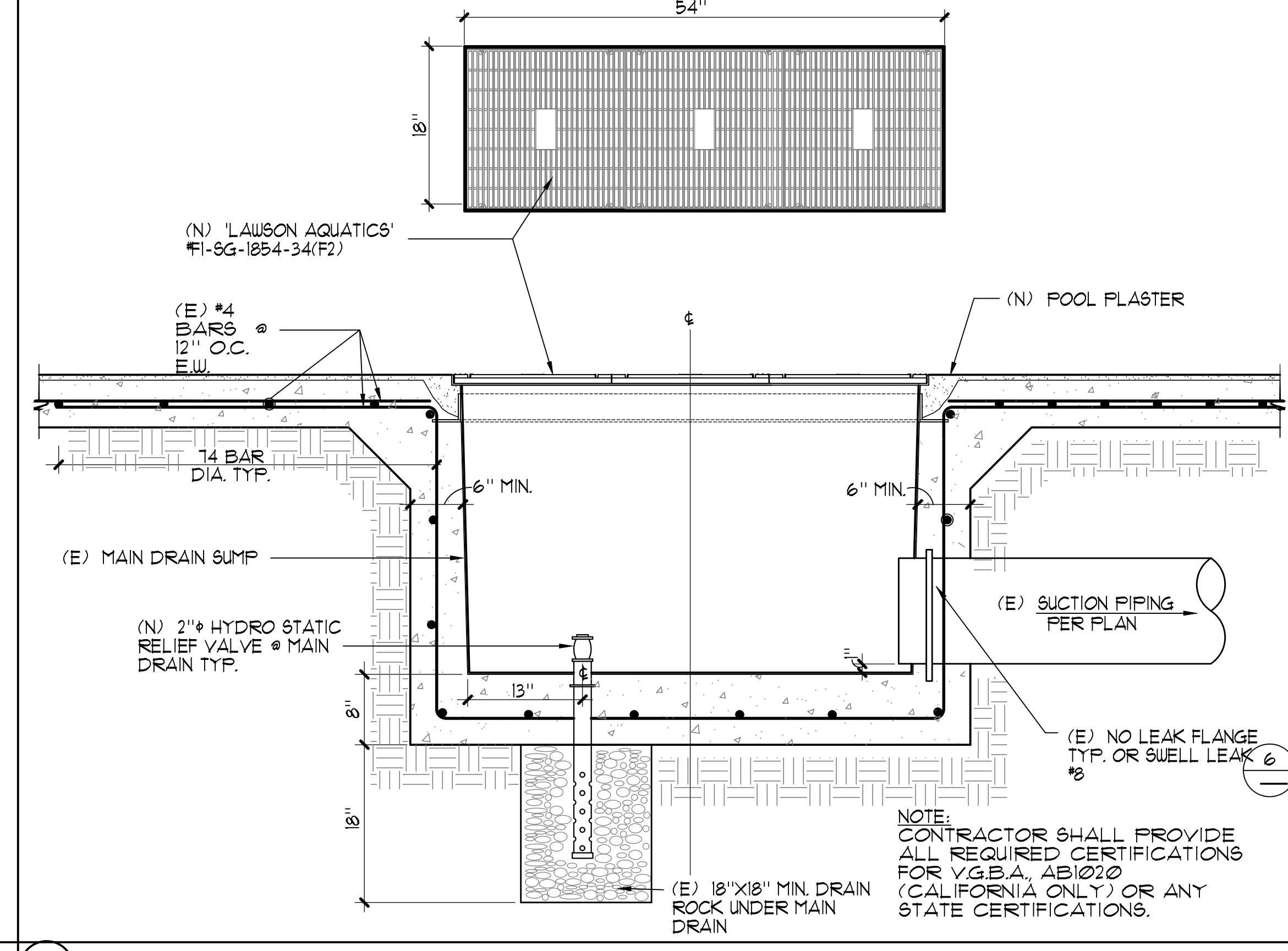
1 (E) TYPICAL GUTTER DETAIL 1" = 1'-0"



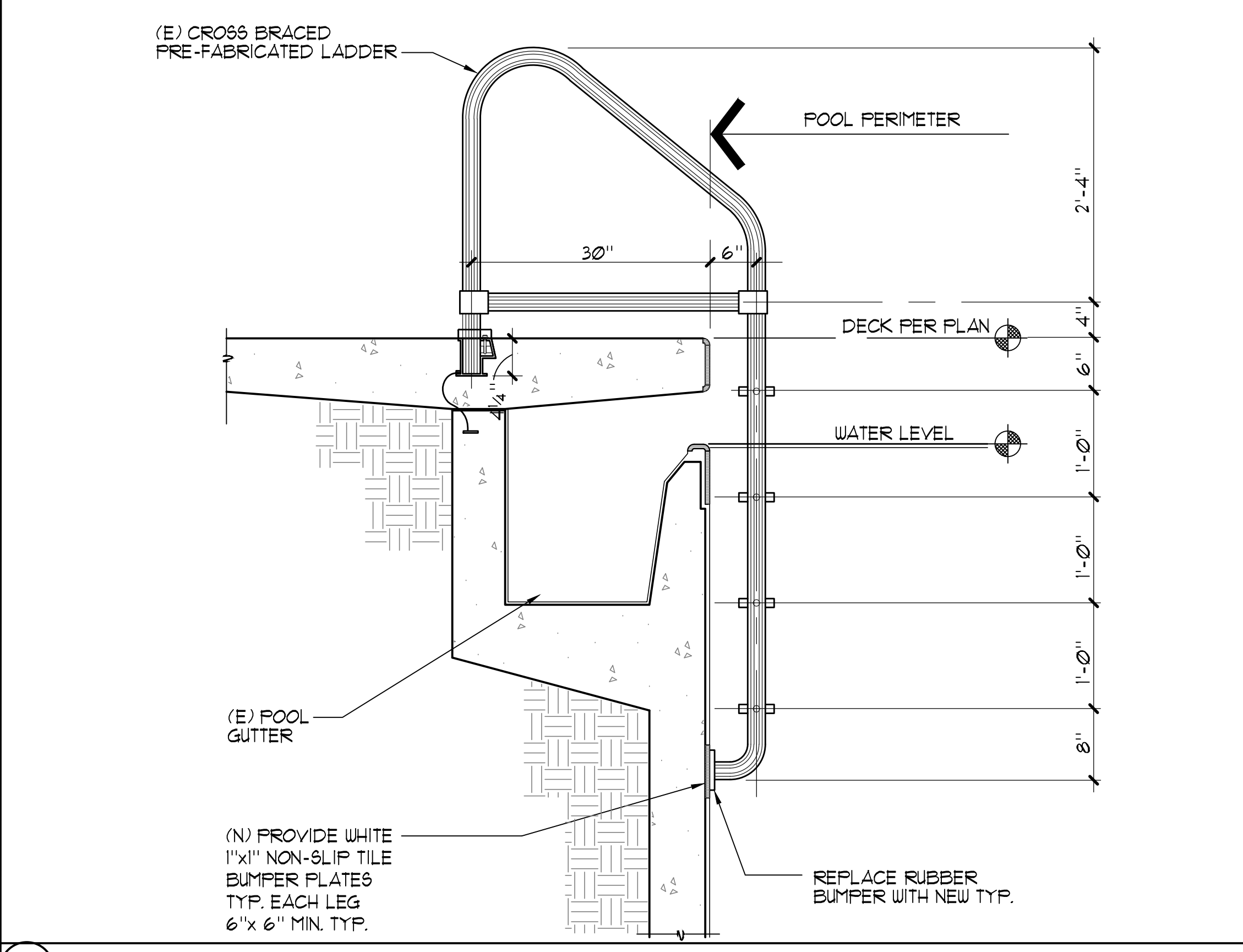
5 "NO RUNNING" / "NO DIVING" MARKERS 1/2" = 1'-0"



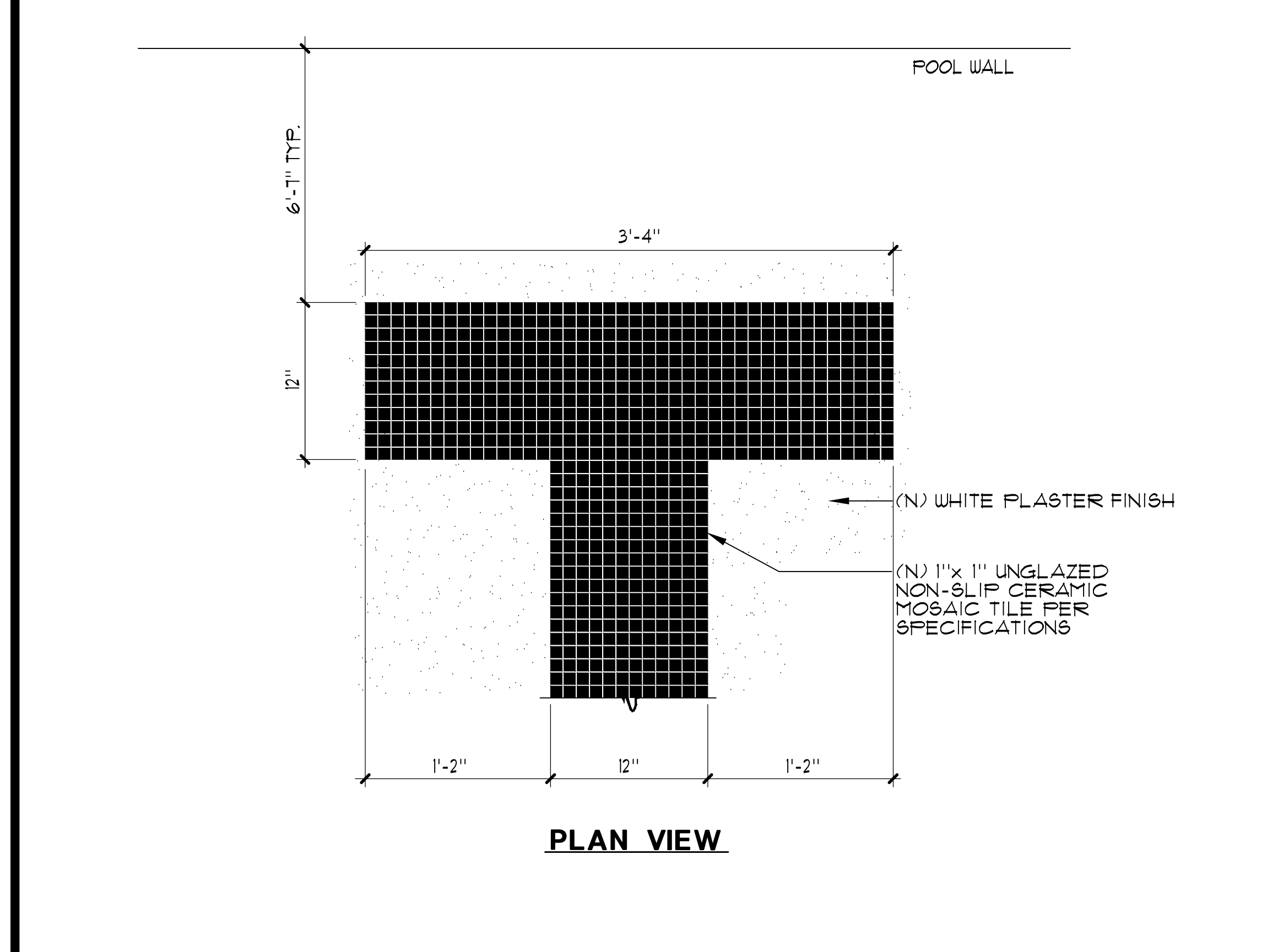
4 (N) RACING LANE LINE 1/2" = 1'-0"



9 (E) MAIN DRAIN 1" = 1'-0"



8 (E) POOL LADDER 1" = 1'-0"



7 (E) HANDRAIL DETAIL 3/4" = 1'-0"

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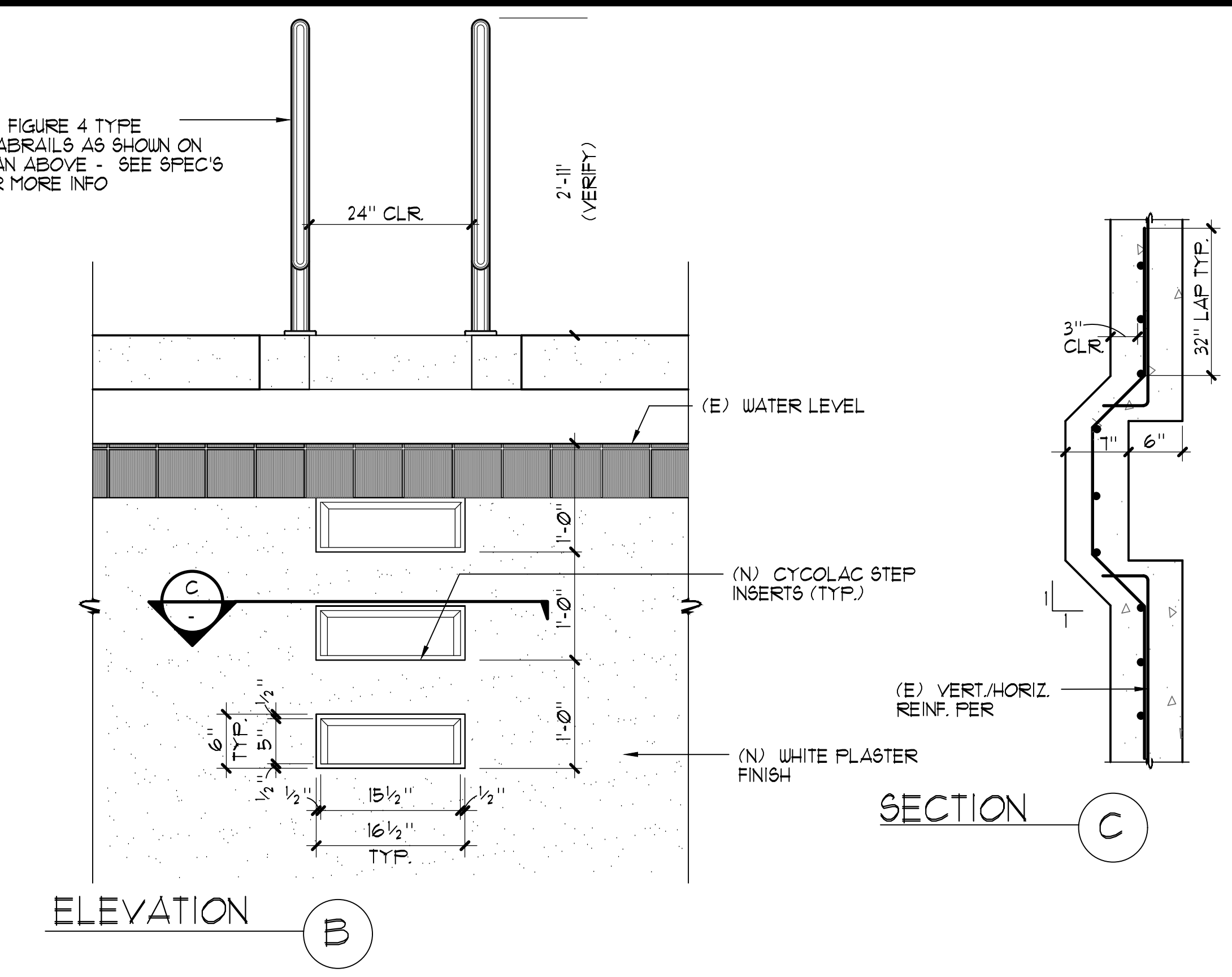
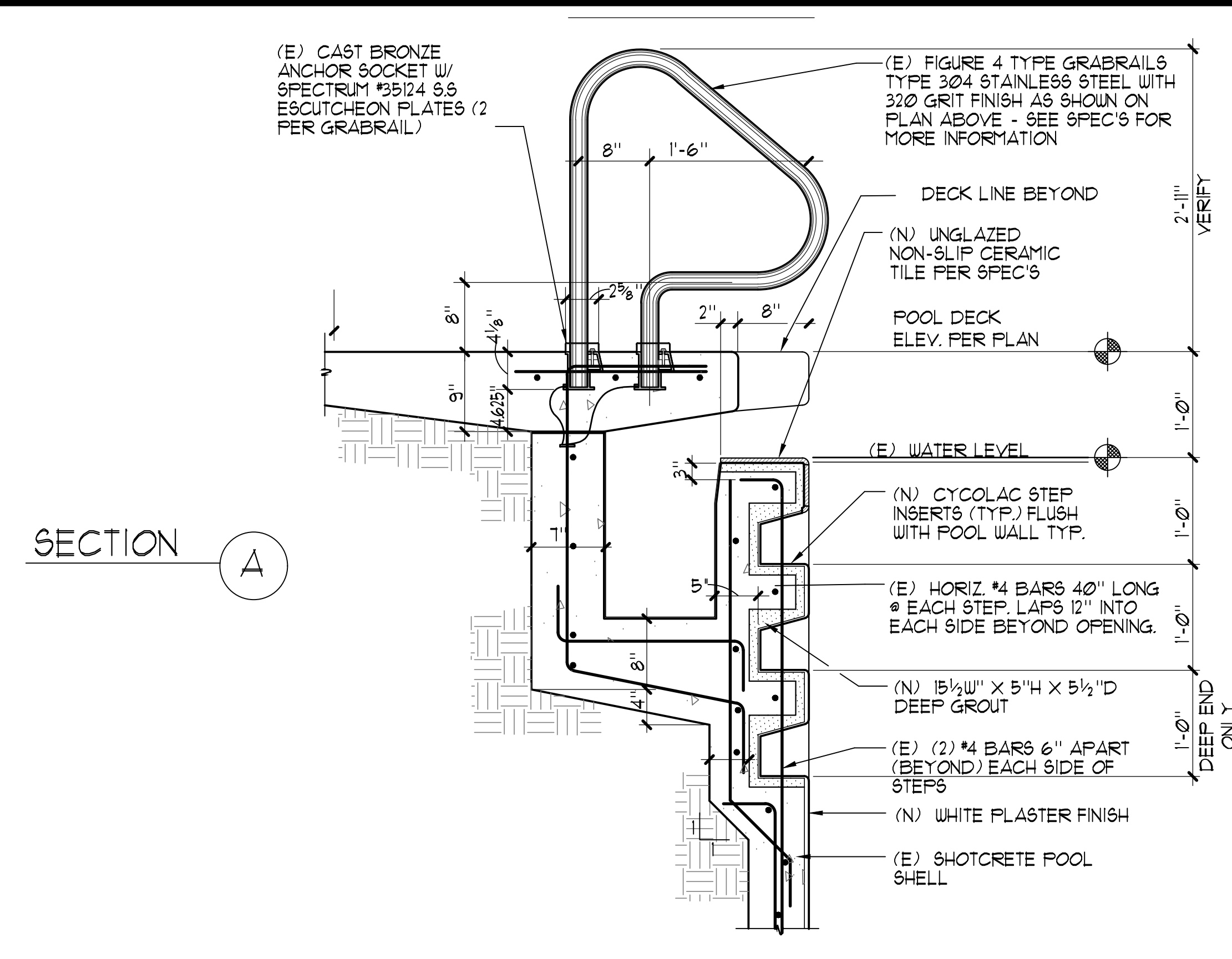
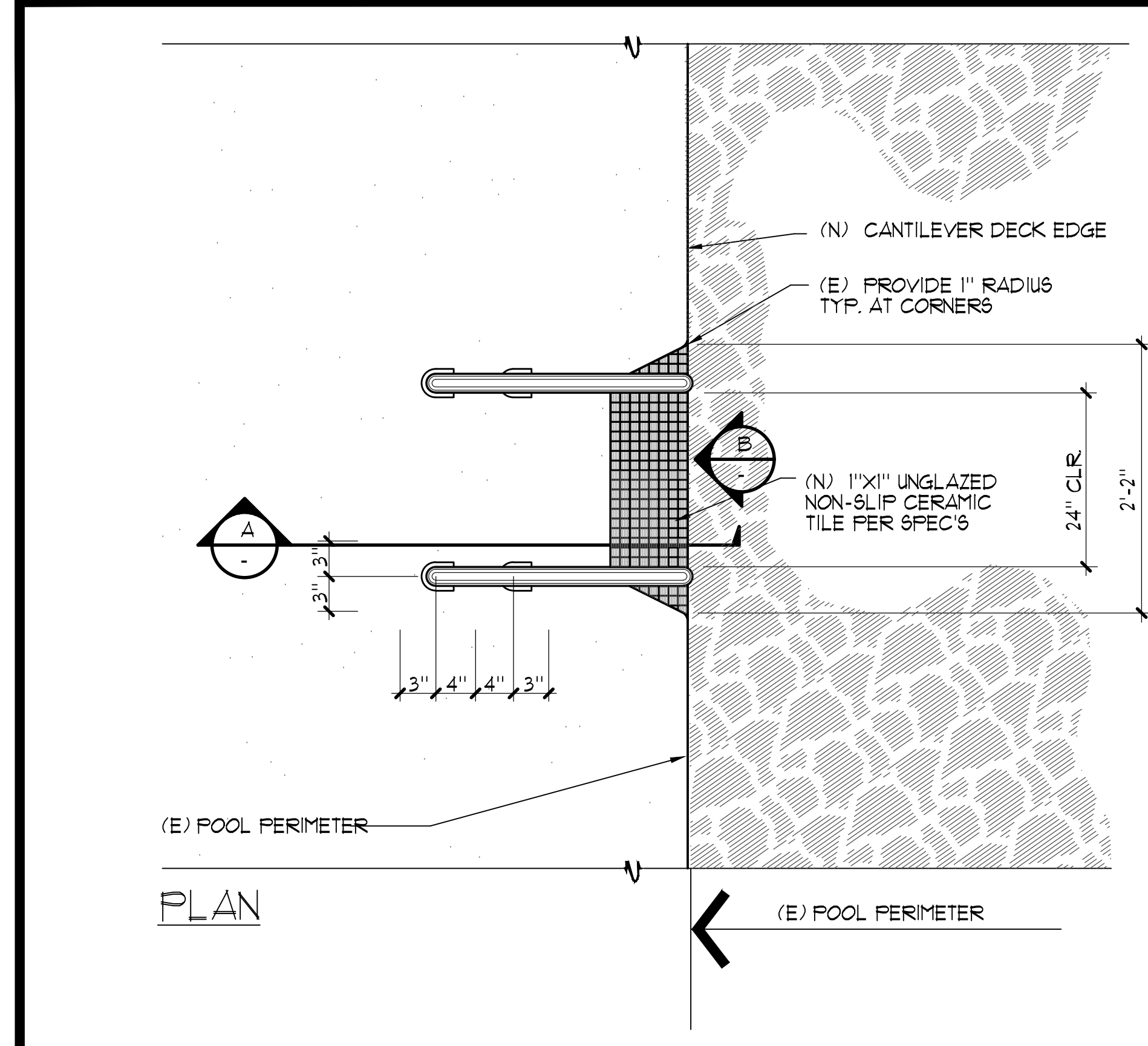
NO.	DATE	DESCRIPTION



**COMPETITION POOL DETAILS**

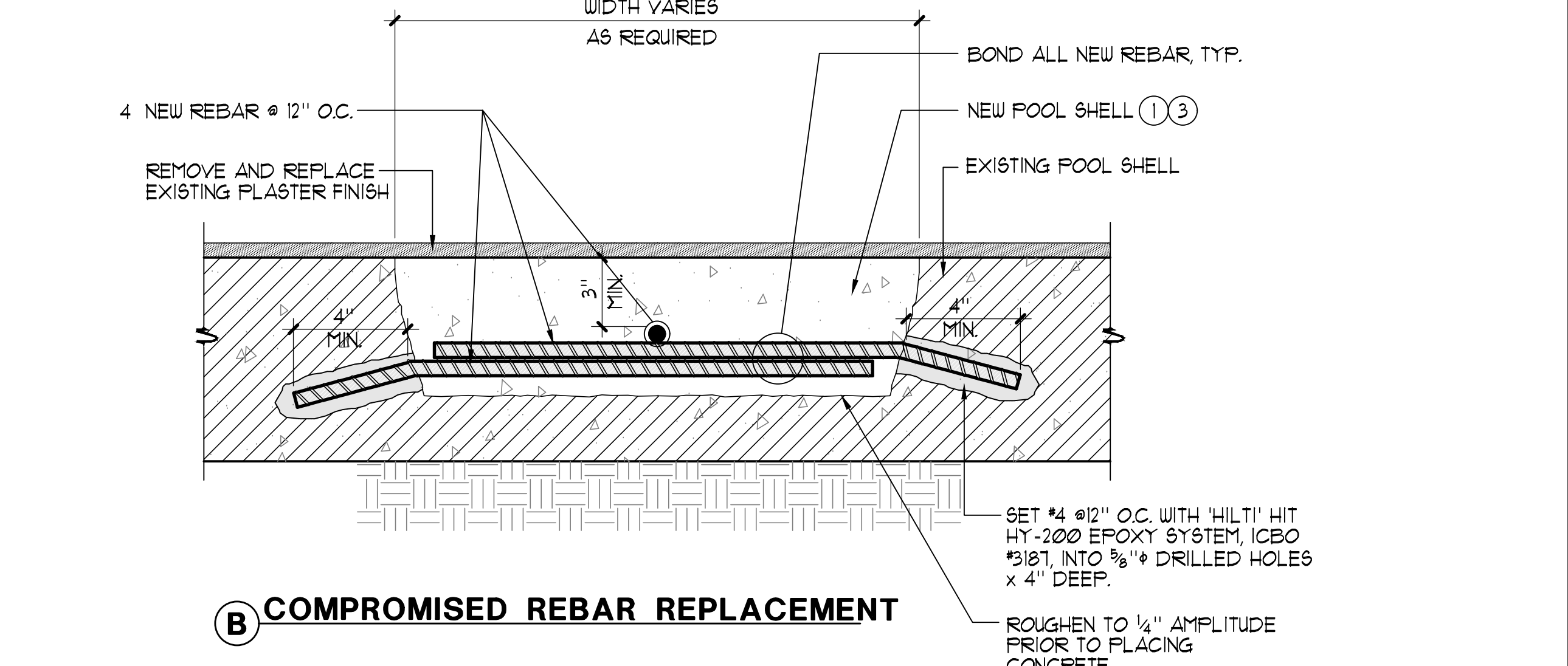
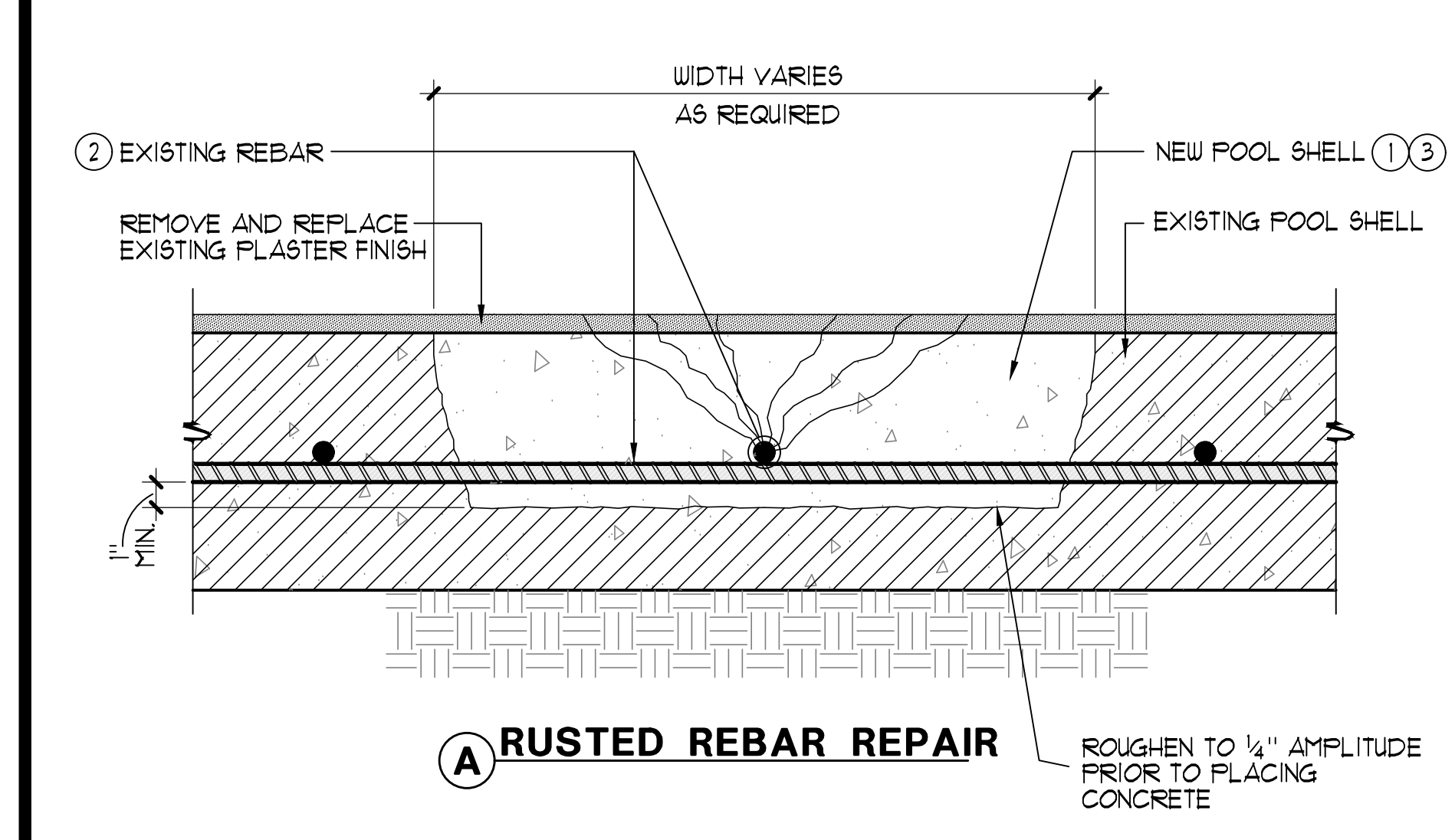
PROJECT NO. 2024.001  
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DATE 02/12/2024

DRAWING NO. **CP-4**

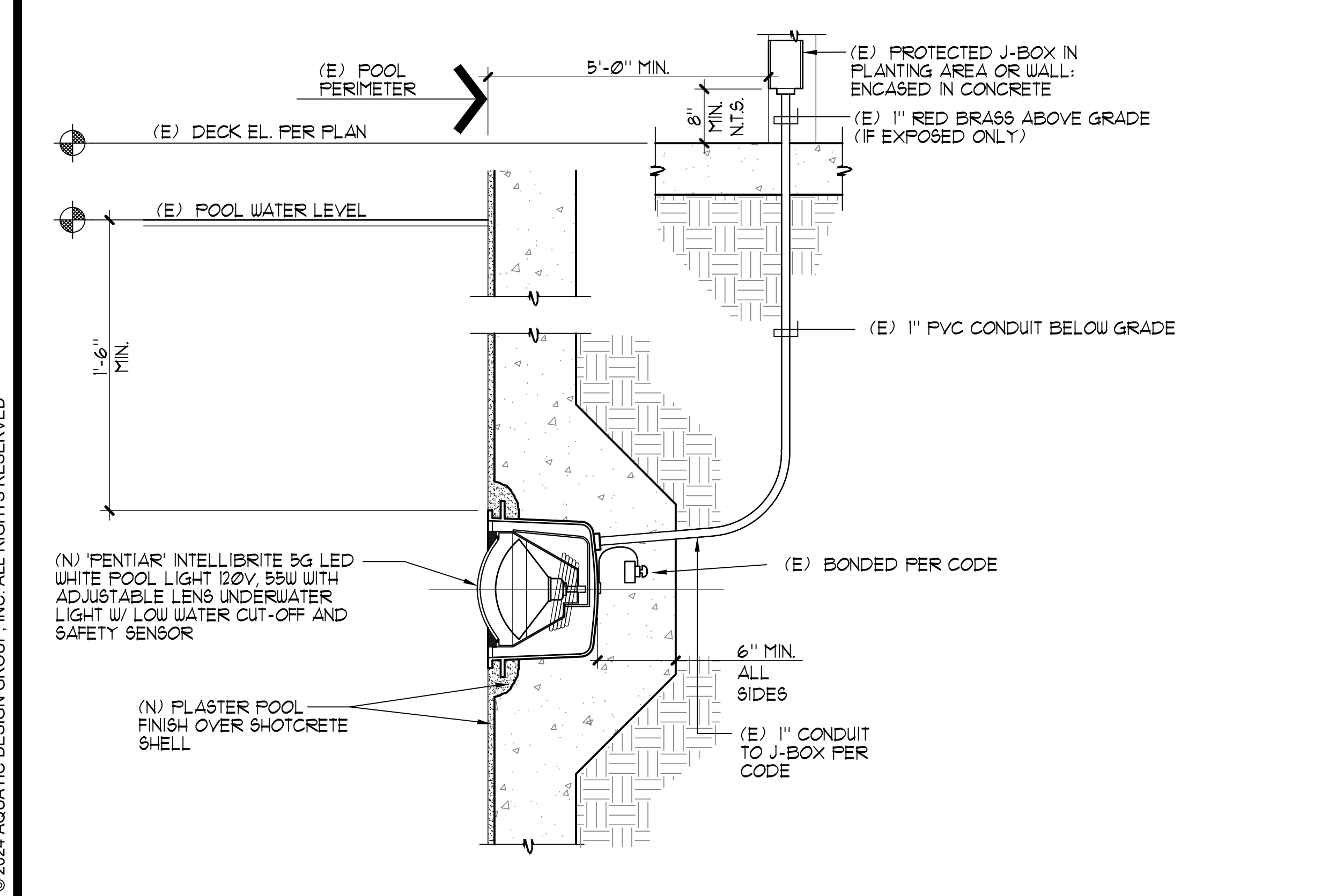


**(E) GRABRAIL WITH (N) STEPS 1'-1'-0"**

- NOTES:
- CHIP OUT AND REMOVE CONCRETE IN DESIGNATED REPAIR AREAS TO EXPOSE REBAR. PROVIDE 1" MIN. CLEARANCE UNDER THE REBAR.
  - SANDBLAST AND CLEAN EXPOSED REBAR TO REMOVE RUST/LAITANCE. PAINT REBAR WITH ZINC RICH GALVANIZING COMPOUND PAINT.
  - PLACE HIGH STRENGTH NON-SHRINK GROUT TO RESTORE POOL SHELL TO ORIGINAL SURFACE LEVEL. ANY OTHER IMPERFECTIONS IN THE POOL SHELL SHALL BE REPAIRED PRIOR TO INSTALLING A NEW PLASTER FINISH.
  - IF REBAR IS UNABLE TO BE SALVAGED, CLEANLY CUT OUT DAMAGED REBAR AND PROVIDE REPLACEMENT REBAR TO MATCH MATERIAL AND SIZE OF EXISTING REBAR.



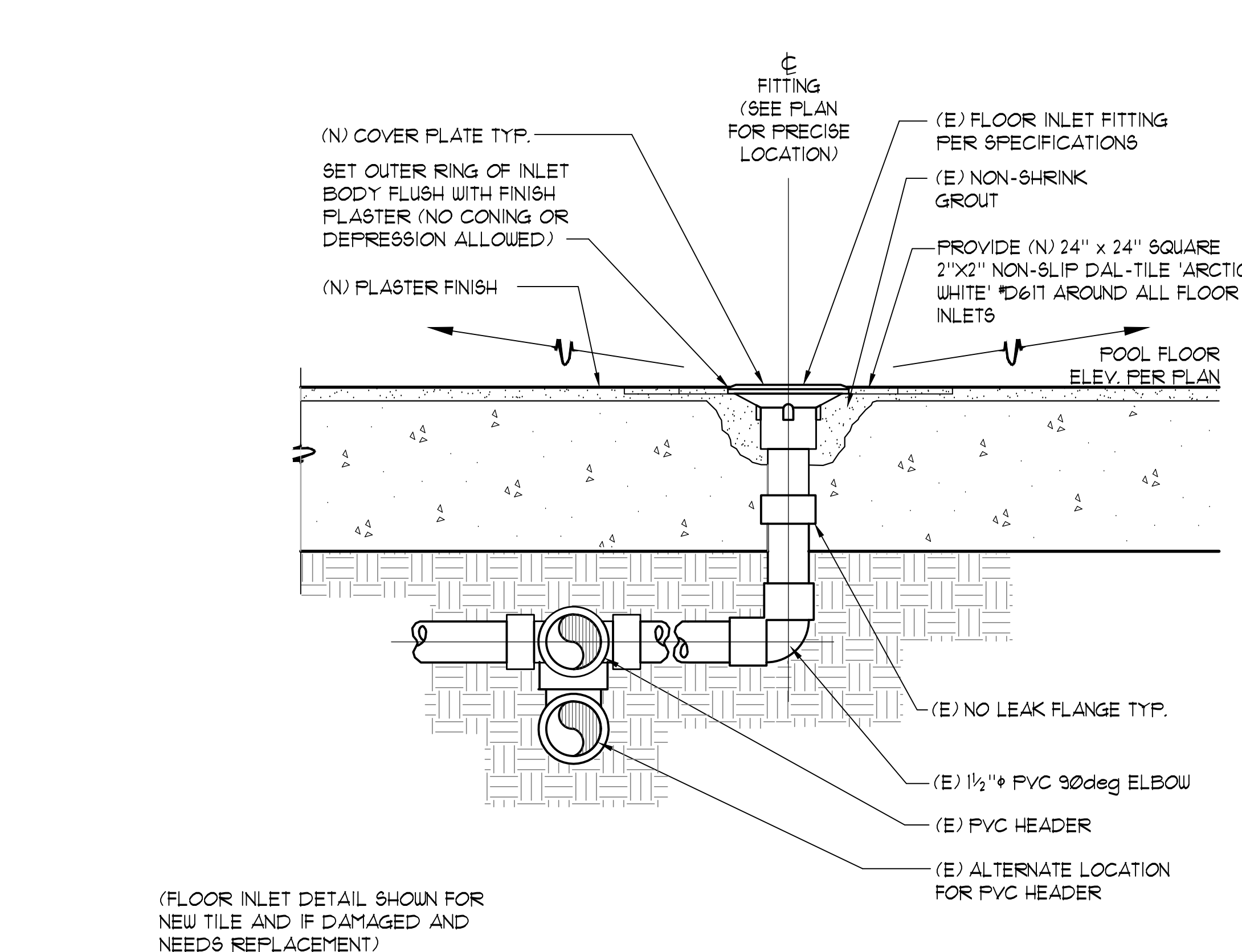
**(N) REBAR REPAIR / REPLACEMENT DETAILS 3'-1'-0"**



- (E) UNDERWATER LIGHT NOTES:
- ALL CONDUITS IN POOL LIGHTING SYSTEM TO BE A MINIMUM OF 1".
  - CONDUCTORS TO POOL J-BOXES SHALL BE MINIMUM 2-#4 #8 (SEE UNDERWATER LIGHT PLAN) SOLID UNBROKEN TO MAIN PANEL ISOLATED GROUND BUSS. THIS BUSS IS TO BE CONNECTED WITH SOLID INSULATED #8 COPPER WIRE TO UFER 4 COLD WATER GROUNDING LUG ON GROUNDING BUSS. UPSIZE CONDUCTORS AS REQUIRED FOR HOMERUNS EXCEEDING 100'.
  - ALL BRASS POOL J-BOXES SHALL BE FLUSH MOUNTED IN WALLS. IF FLUSH MOUNTING IS NOT POSSIBLE THEN MOUNTING SHALL BE SURFACE MOUNTED AND CONCRETE ENCASED.
  - CONDUITS WHERE ALLOWED BY CODE SHALL BE P.V.C. (POLYVINYL CHLORIDE) FROM UET NICHES TO BRASS J-BOXES TO LIGHTING PANEL. ALL CONDUITS IN FREE AIR SPACE AND ALL RISERS SHALL BE RED BRASS TYPICAL. PVC CONDUITS SHALL BE SOLVENT WELDED WITH P-10 PURPLE PRIMER AND 2711 GRAY HEAVY BODIED GLUE.
  - LIGHTING CONTACTORS SHALL BE 'ALLEN-BRADLEY' #500 L4 OR EQUAL MOUNTED IN A NEMA 12 HINGED COVER - LOCKABLE ENCLOSURE. CONTACTORS TO BE SWITCHED BY MOMENTARY SWITCH EQUAL TO 'HUBBELL' #551 MOUNTED IN J-BOX IN MECHANICAL EQUIPMENT ROOM. PROVIDE REMOTE UNDERWATER LIGHT SWITCH IN POOL BUILDING CONTROL ROOM.
  - BRASS POOL J-BOXES SHALL BE 'HYDREL' #119 1/2 W/1" HUBS OR EQUAL. (NO DIE CAST BOXES).
  - STRINGS SHALL BE PULLED IN ALL CONDUITS PRIOR TO PLACEMENT OF CONCRETE.
  - LOCAL COUNTY OR CITY CODES SHALL BE ADHERED TO. SPECIFICATIONS TO BE IN ACCORDANCE WITH SECTION 680 OF LATEST N.E.C. BOOK.
  - PROVIDE FULL BOXES AS MAY BE REQUIRED FOR RUNS EXCEEDING 150 FT. OR DUE TO CHANGES IN GRADE OR DIRECTION.
  - CONTRACTOR SHALL TEST UNDERWATER POOL LIGHT GFC CIRCUITS AND PROVIDE LETTER TO ARCHITECT AND OWNER UPON SUCCESSFUL TEST.
  - SEAL CONDUIT OPENING IN LIGHT NICHE WITH SILICON CAULKING AFTER LIGHT IS INSTALLED.
  - PRIOR TO LIGHT INSTALLATION, PROVIDE MINIMUM 10 P.S.I. PRESSURE TEST ON ALL POOL LIGHT CONDUITS FOR FOUR (4) HOURS OBSERVED BY INSPECTOR OF RECORD. MAINTAIN PRESSURE UNTIL ALL DECKS ARE POURED.

**(N) UNDERWATER LED LIGHT IN (E) NICHES 1 1/2'-1'-0"**

**(N) CRACK REPAIR DETAIL NO SCALE**



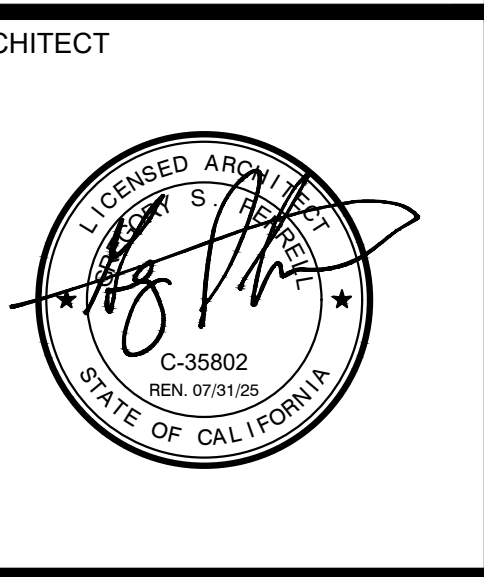
**(E) FLOOR INLET 3'-1'-0"**

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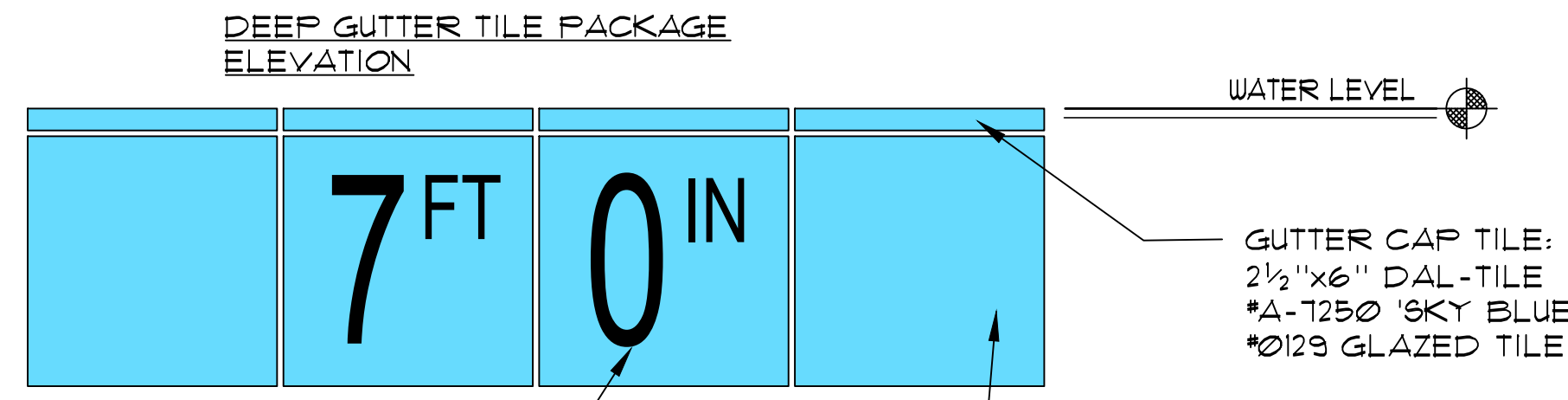


**DRAWING TITLE**  
COMPETITION POOL  
DETAILS

PROJECT NO.	2024.001
DRAWN BY	GN
CHECKED BY	GSF
DATE	02/12/2024

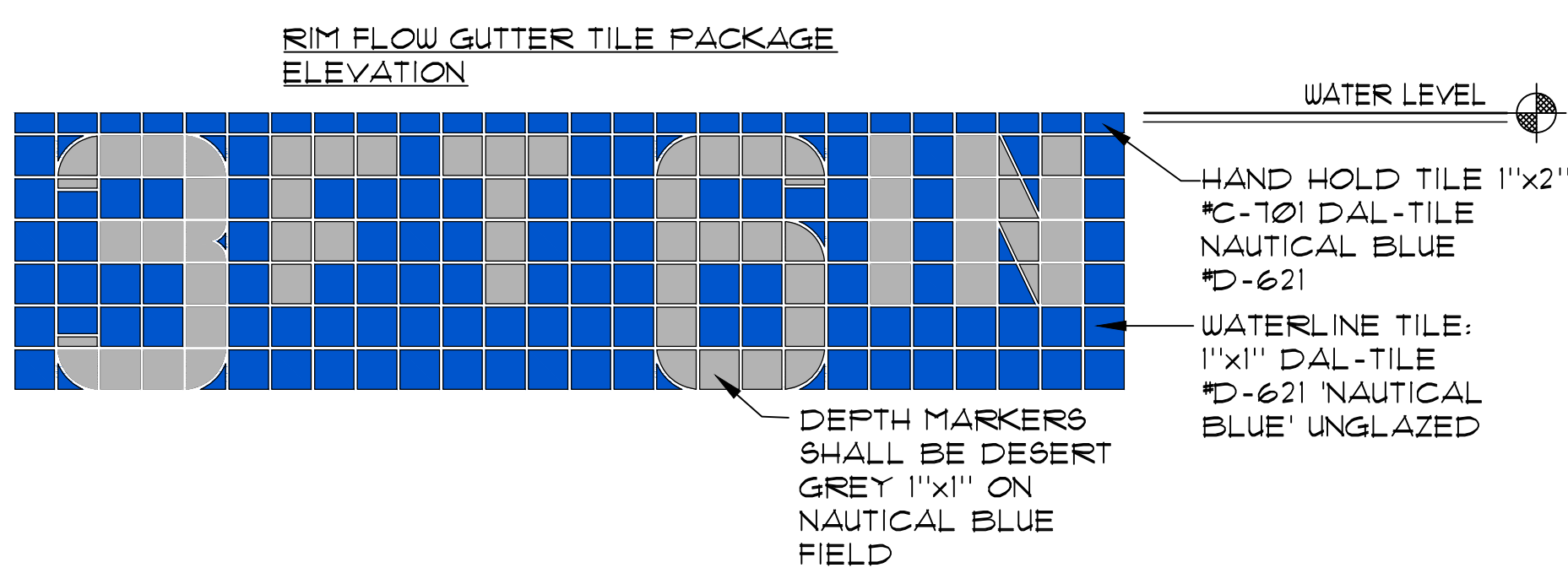
**DRAWING NO.**  
CP-5

TILE LOCATION	SIZE	TYPE	COLOR
WATERLINE TILE (COMPETITION POOL) (HYDROTHERAPY SPA)	6" x 6"	GLAZED	SKY BLUE
GUTTER CAP TILE (COMPETITION POOL)	2 1/2" x 6"	GLAZED	SKY BLUE
BULLNOSE HANDHOLD TILE (INSTRUCTIONAL POOL)	1" x 2"	GLAZED	NAUTICAL BLUE
DEPTH MARKERS (COMPETITION POOL CANTILEVER) (HYDROTHERAPY SPA)	6" x 6"	GLAZED	SKY BLUE FIELD w/ BLACK LETTERS/NUMBERS
DEPTH/CAUTION MARKERS (DECK) (INSTRUCTIONAL POOL)	1" x 1"	NON-SLIP	NAUTICAL BLUE w/ LIGHT GREY LETTERS/NUMBERS
TARGET/LANE LINE TILE (25 YARD DIRECTION)	2" x 2"	NON-SLIP	BLACK
TARGET/LANE LINE TILE (50 METER DIRECTION)	2" x 2"	NON-SLIP	NAUTICAL BLUE
4'-6" BREAK LINE TILE	1" x 1"	NON-SLIP	NAUTICAL BLUE
STAIR TRIM TILE (ALL UNDERWATER STEPS)	2" x 6"	NON-SLIP	BLACK



DEPTH MARKERS SHALL BE BLACK LETTERS AND NUMBERS ON 6" x 6" SKY BLUE DAL-TILE. SEE DEPTH MARKER DETAILS

WATERLINE FACE TILE: 6" x 6" DAL-TILE #D-129 'SKY BLUE' GLAZED TILE



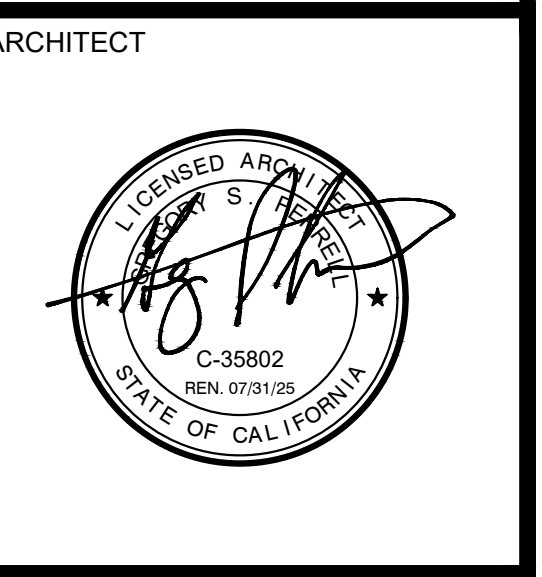
**TILE SCHEDULE AND COLOR CHART** NO SCALE

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PROJECT INFORMATION  
**ALGA NORTE AQUATIC CENTER**  
**REPLASTER**  
6565 ALCANTE ROAD  
CARLSBAD, CALIFORNIA 92009

REVISIONS

NO.	DATE	DESCRIPTION



DRAWING TITLE  
**(E) INSTRUCTIONAL POOL LAYOUT PLAN**

PROJECT NO.	2024.001
DRAWN BY	GN
CHECKED BY	GSF
DATE	02/12/2024

DRAWING NO.  
**IP-1**

**(E) INSTRUCTIONAL POOL DATA**

SURFACE AREA	=	1,884 SQ. FT.
PERIMETER	=	360 FT.
DEPTH	=	3'-0" TO 4'-6"
VOLUME	=	207,852 GAL.
6 HR TURNOVER	=	578 GPM

**LEGEND**

- MD = MAIN DRAIN
- HR = HANDRAIL
- UL = UNDERWATER LIGHT
- DM = DEPTH MARKER
- NR = NO RUNNING
- ND = NO DIVING
- MGC = MOVEABLE GUARD CHAIR
- AL = ACCESSIBLE LIFT
- BS = BACKSTROKE STANCHION
- RA = ROPE ANCHOR
- (E) = EXISTING
- (N) = NEW

**CERTIFICATION REQUIREMENTS**

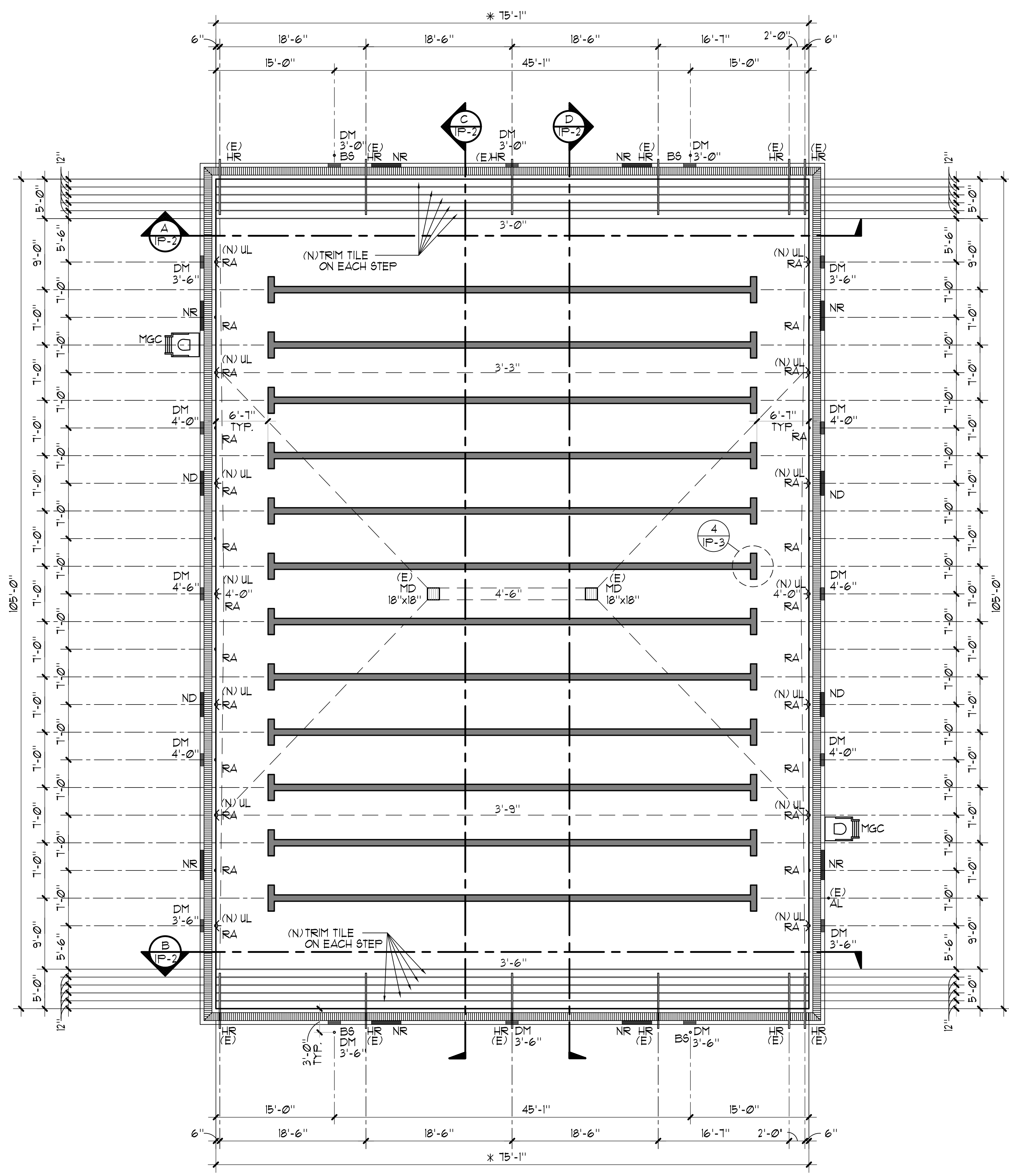
\* THE CONTRACTOR SHALL RETAIN AN INDEPENDENT LICENSED SURVEYOR TO PROVIDE USA SWIMMING CERTIFICATION OF COMPLIANCE FOR REQUIRED POOL LENGTHS AS FOLLOWS:  
(RECOMMEND PATRELL ENG. GROUP (626) 335-4362)

SHORT COURSE - 25 YDS. (ALLOWS FOR TOUCH PADS AT ONE END) 15'-0" 5/16" MIN.; 15'-1" 3/16" MAX.

TOLERANCE AGAINST LENGTH SHALL EXTEND IN A VERTICAL PLANE 0.3M (12") ABOVE AND 0.2M (8") BELOW THE SURFACE OF THE WATER AT ALL POINTS OF BOTH END WALLS TYP. OF ALL COURSES.

**NOTE:**

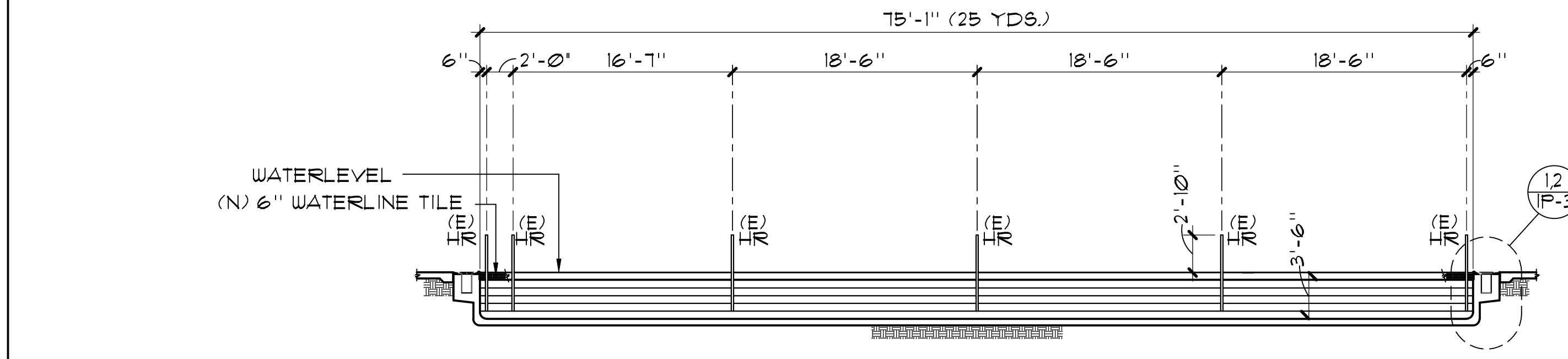
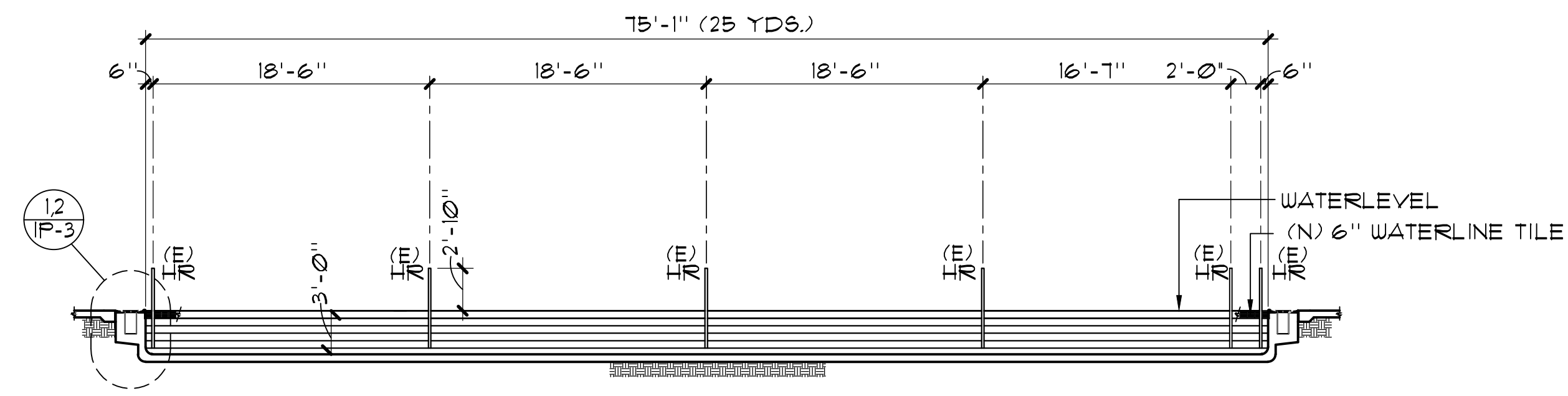
ALL ITEMS NOT MARKED OR NOTED TO BE (E) EXISTING SHALL REMAIN. ALL ITEMS NOTED (N) NEW SHALL BE REPLACED AS NOTED ON THE PLANS AND/OR SPECIFICATIONS



**(E) INSTRUCTIONAL POOL LAYOUT PLAN** 1/8" = 1'-0"

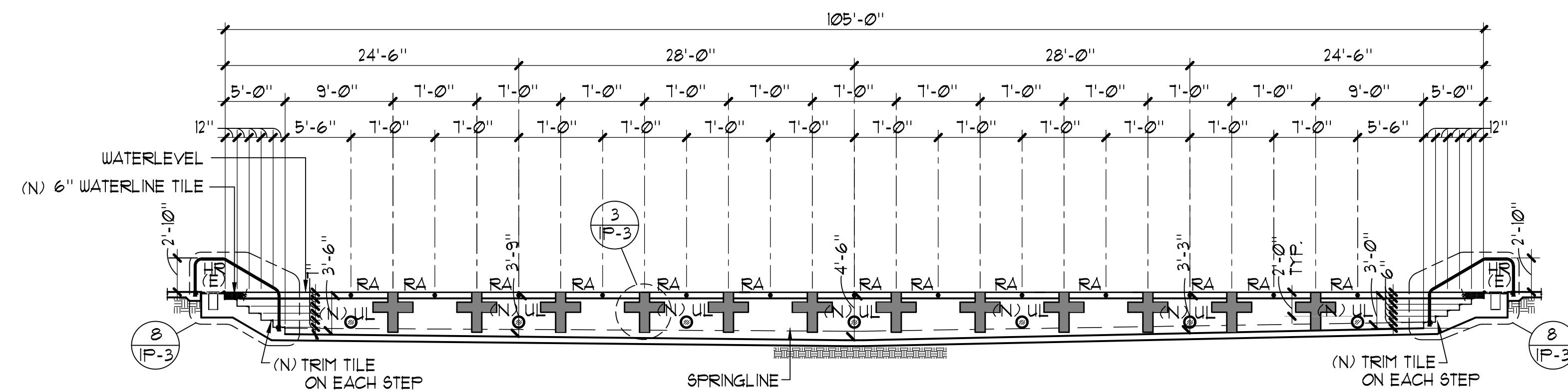


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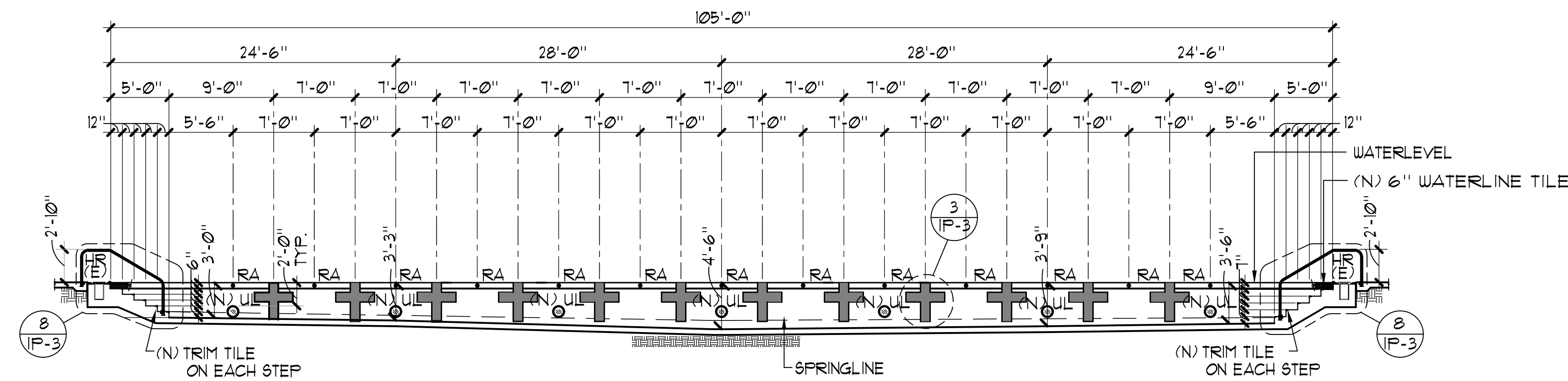


**A** (E) INSTRUCTIONAL POOL SECTION  $\frac{1}{8}" = 1'-0"$

**B** (E) INSTRUCTIONAL POOL SECTION  $\frac{1}{8}" = 1'-0"$



**C** (E) INSTRUCTIONAL POOL SECTION  $\frac{1}{8}" = 1'-0"$



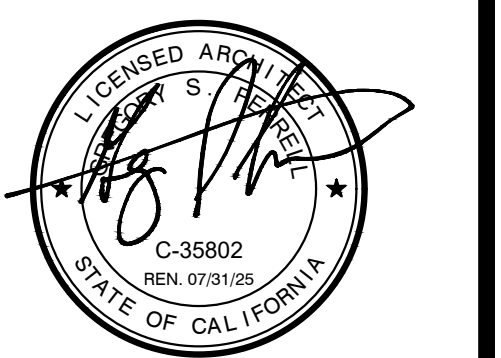
**D** (E) INSTRUCTIONAL POOL SECTION  $\frac{1}{8}" = 1'-0"$

PROJECT INFORMATION  
**ALGA NORTE AQUATIC CENTER**  
**REPLASTER**  
6565 ALCANTE ROAD  
CARLSBAD, CALIFORNIA 92009

REVISIONS

NO.	DATE	DESCRIPTION

ARCHITECT



DRAWING TITLE  
**(E) INSTRUCTIONAL POOL SECTIONS**

PROJECT NO.	2024.001
DRAWN BY	GN
CHECKED BY	GSF
DATE	02/12/2024

DRAWING NO.  
**IP-2**









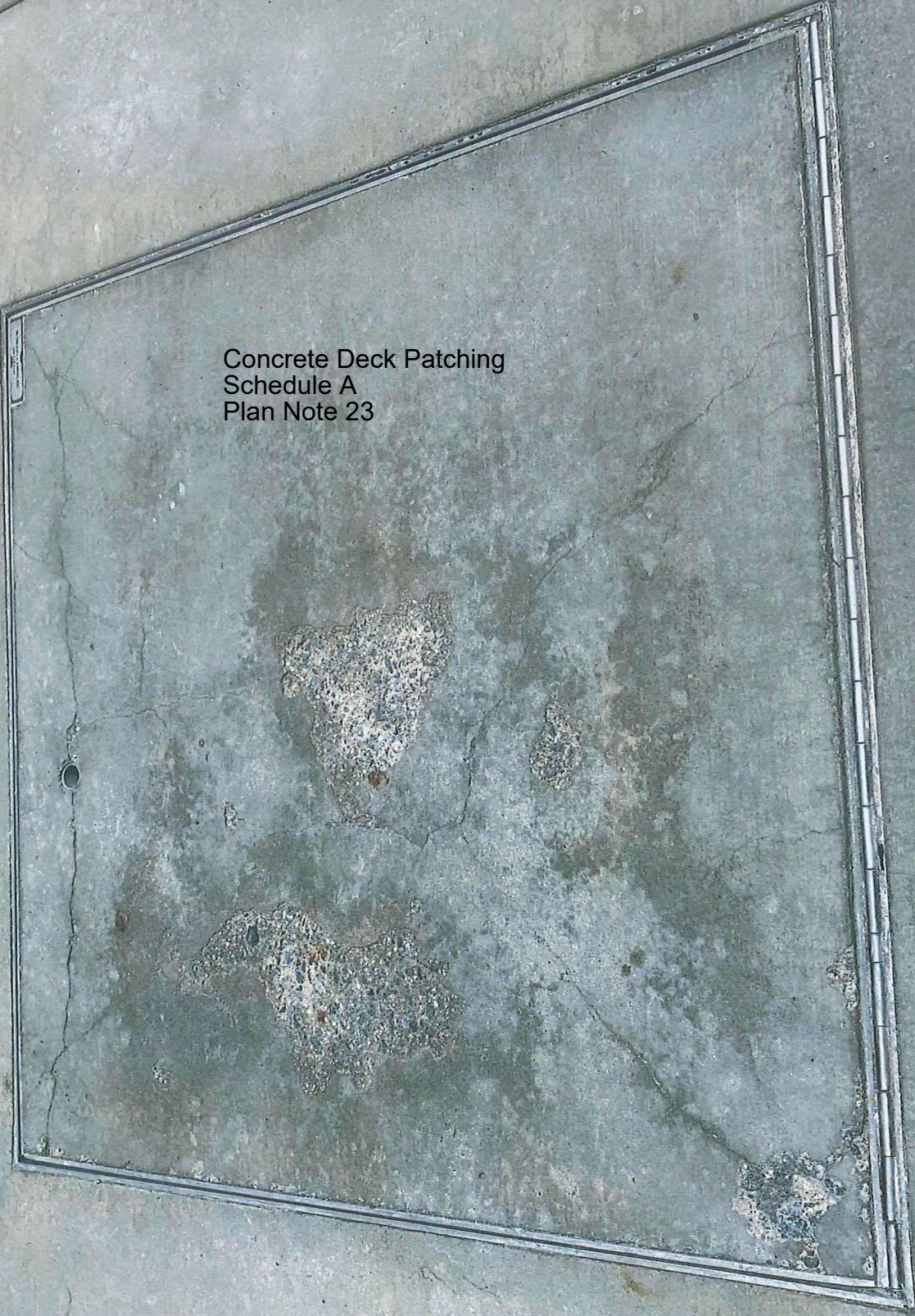




Spa Area Concrete  
Removal and Replacement  
Schedule A



Concrete Deck Patching  
Schedule A  
Plan Note 23



Concrete Deck Patch  
Schedule A  
Plan Note 23



7

Concrete Deck Patch  
Schedule A  
Plan Note 23





130 LF Concrete Deck Patch  
Schedule A  
Plan Note 23

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## Appendix A

**FLEET COMPLIANCE CERTIFICATION**

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or is otherwise exempted, and a detailed reasoning is attached hereto.

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_