



WATER REPLENISHMENT DISTRICT  
OF SOUTHERN CALIFORNIA

# OFFICE RENOVATIONS PHASE 2 PROJECT

## CONTRACT DOCUMENTS

Issued: January 9, 2017

**MANDATORY PRE-BID MEETING:**

Tuesday, January 31, 2017 at 10:00 a.m.

**QUESTIONS REGARDING THIS RFB DUE:**

Thursday, February 2, 2017 at 12:00 p.m.

Melody Wu, Project Administrator

E-mail: [mwu@wrd.org](mailto:mwu@wrd.org)

**BIDS DUE:**

**Monday, February 6, 2017 at**

**3:00 p.m. Local Time**

Submit Sealed Bids To:

Attn: Melody Wu, Project Administrator

Water Replenishment District of Southern California

4040 Paramount Boulevard

Lakewood, CA 90712

Phone: (562) 921-5521

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REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

**CONTRACT DOCUMENTS FOR  
OFFICE RENOVATION PHASE 2 PROJECT**

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
CONTRACT NO. 908**

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Indoor Lighting Certificate of Compliance – NRCC-LTI-O1-E

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

SECTION 00020

INVITATION TO BID

OFFICE RENOVATION PHASE 2 PROJECT

Location(s): The project site is the headquarters building of the Water Replenishment District of Southern California (WRD or District) located at 4040 Paramount Boulevard, in the City of Lakewood, California, 90712. The project will be located on the first floor of the WRD's headquarters building. The headquarters building is owned by the WRD.

Description of Work: The Project consists of furnishing all labor, materials, equipment, supplies and incidentals required to remodel the space according to the architectural plans. Work will take place in limited areas of the interior first floor of the WRD headquarters building. WRD will continue to occupy the building and remain in business during the renovations. The Work is more particularly described in the Contract Documents.

Mandatory Pre-Bid Meeting and Sites Visit: A mandatory pre-bid meeting will be held at the WRD Board Room, 4040 Paramount Boulevard, Lakewood, California, 90712 at **10:00 AM on Tuesday, January 31, 2017** followed by a mandatory site walk.

Classification of Contractor's Licenses: A Contractor submitting a bid shall possess, at the time the bid is submitted, the following class of contractor's license issued pursuant to Division 3, Chapter 9 of the Business and Professions Code of the State of California: **General Building (B) License**. The Contractor shall certify that the license specified is the classification of contractor's license required by law to enable the Contractor to perform the Work contemplated under the Contract Documents. Contractor shall provide Owner with a copy of its Contractor's License(s), any subcontractor's Contractor's license, proof of registration with Cal OSHA, and expiration date(s) with its Bid, and shall present satisfactory evidence that it and subcontractor(s) is/are licensed in good standing.

The Bidding Company must have a least 10 years' experience in successful completion of Commercial Office Renovation/Improvements Projects.

Contract Time: The Work described under this contract is to be completed within **45** consecutive calendar days after the date of the Notice to Proceed. Liquidated damages for delay will be assessed in the amount of **\$2,500.00** per day for each calendar day if the Project is not completed within the Contract Time and authorized extensions, if any.

Bid Submittal: Bid must be received in a sealed envelope by the WRD, either by mail or hand delivery, no later than **Monday, February 6, 2017 at 3:00 PM** at the following address:

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
4040 Paramount Boulevard  
Lakewood, California 90712

Attention: Ms. Melody Wu

The envelope shall be plainly marked on the exterior **“BID FOR OFFICE RENOVATION PHASE 2 PROJECT”** and with the name and address of the Bidder.

Bids received after the above-referenced time will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. The Bids will be publicly opened and read aloud in the WRD Board Room at the above address immediately following the deadline for submitting bids.

Bid Documents (Project Specifications and Drawings): Bidding Documents may be previewed and ordered online from the WRD web site: <http://www.wrd.org/business/water-replenishment-business.php> under the heading Request for Bids (RFB's). A link is provided from this site to a commercial printing service for Plan and Specification purchase. Prospective bidders MUST purchase the bid documents from the on-line printing service per their instructions. For more information you may contact Charlene King, Project Manager at (562) 921-5521 or by email at [cking@ wrd.org](mailto:cking@ wrd.org) with the subject heading: **Office Renovation Phase 2 Project Inquiry**.

Bid Security: Bid security in the amount of ten percent (10%) of the total maximum amount of Bid must accompany each Bid in accordance with the "Instructions to Bidders." Bid security shall be in the form of a bond issued by an admitted surety insurer acceptable to the WRD, or a certified check drawn on a solvent bank, payable to the Water Replenishment District.

Bid Withdrawal: Bids shall not be subject to withdrawal for a period of 90 calendar days after the Bid opening, except as provided in the Instructions to Bidders.

Performance and Payment Bonds: The Successful Bidder shall furnish separate Performance and Payment Bonds using the forms contained in the Bid Documents, each in the amount of 100 percent of the contract amount. A bond in the sum of one hundred percent (100%) of the Contract price shall be furnished, guaranteeing the faithful performance of said Contract, and a bond in the sum of one hundred percent (100%) of the Contract price shall be furnished for the protection of all laborers and materialmen.

Wage Rates: Bids shall be made in accordance with the prevailing hourly rate of the wages for this locality and Project as determined by the State of California Director of Industrial Relations pursuant to Labor Code Section 1770 et. seq., a copy of which wage rate schedule is on file in the office of the WRD and by this reference is incorporated herein. The Contractor shall post a copy of said document in its jobsite office. The Contractor and any of its subcontractors shall pay not less than the specified prevailing rate of per diem wages for general, holiday and overtime work to all workers employed in the execution of this Contract.

Water Replenishment District of Southern California  
Office Renovation Project

Registration Requirement: Bidders are hereby advised of the registration requirement under Labor Code Section 1771.1(a) which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

Compliance Monitoring and Enforcement by Department of Industrial Relations: Bidders are hereby advised under Labor Code Section 1771.4(a) that the project is subject to compliance monitoring and enforcement by the Department of Labor Relations.

Award, Waiver and Rejection of Bids: Each Contractor submitting a bid shall complete and submit with the bid all of the mandatory forms and information requested by the Bid Documents. Failure to include any of these documents with the bid may disqualify the bid. A single Bid shall be submitted for all portions of the Work using the Bid Form provided. The contract will be awarded to the responsible bidder who submits the lowest responsive bid, or else the WRD will reject all bids. Bids must strictly conform to the requirements of the Bid Documents. However, the WRD reserves the right to waive any informalities and irregularities in bids to the greatest extent permitted by law.

Procurement Policies and Procedures: Bids shall be received and any contract awarded in accordance with the WRD's Procurement Policies and Procedures, which are incorporated herein by this reference as though fully set forth. Copies of the WRD's Procurement Policies and Procedures are available upon request from the WRD.

Definitions: Terms used in this "Invitation to Bid" which are defined in the Bid Documents, shall have the meanings assigned to them by the Bid Documents.

**LATE BIDS WILL NOT BE CONSIDERED.**

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
Jenna Shaunessy, Manager of Finance and Administration

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
Lakewood, California

**\*\*END OF INVITATION TO BID\*\***



SECTION 00100

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions and Supplementary General Conditions.
- 1.2 The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-Bidder, who submits a Bid to the Bidder.
- 1.3 The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as herein after provided) makes an award.
- 1.4 The term "Bid Documents" shall have the same meaning as "Contract Documents" as defined in the Agreement (Section 00500).
- 1.5 The term "Owner" shall mean the Water Replenishment District of Southern California (WRD or District).
- 1.6 The terms "Architect" and/or "Engineer" shall mean Gillis and Panichapan Architect, Inc.
- 1.7 The term "Construction Manager" shall mean Project Construction Manager, if any.
- 1.8 The term "Inspector" shall mean Project Inspector(s), if any.

2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents in the number and for the sum stated in the Invitation to Bid may be obtained from WRD's web site: <http://www.wrd.org/business/water-replenishment-business.php> under the heading Request for Bids (RFB's). A link is provided from this site to a commercial printing service for Plan and Specification purchase.
- 2.2 Complete sets of Bid Documents must be used in preparing Bids; neither Owner nor Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents by Bidders or sub-Bidders.
- 2.3 Owner and Architect in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 Each Bidder shall complete the General Contractor Questionnaire (Section 00430). To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within 7 days of Owner's request any additional information required by Owner to evaluate

- the Bidder's and its Subcontractors' and suppliers' responsibility, including their fitness and capacity to perform the Work.
- 3.2 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed listed Subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. A Bidder's failure to promptly respond to such investigations and inquiries shall result in the rejection of the Bidder's Bid as non-responsive.
- 3.3 In the event the District renders a finding that Bidder or listed subcontractor is not a responsible bidder, including based upon the General Contractor Questionnaire and Paragraphs 3.1 and 3.2 immediately above, the District will provide the Bidder and, if applicable, the affected listed subcontractor, notice of such a finding and, if requested, a due process hearing wherein the Bidder and, if applicable, the affected listed subcontractor, will be provided an opportunity to respond and contest the finding of non-responsibility and present evidence of its responsibility. The Bidder and, if applicable, the affected listed subcontractor, must notify District of its request for a due process hearing within five (5) working days of the date of the notice and may submit evidence or a response to the finding with the request. The District will notify the Bidder and, if applicable, the affected subcontractor, of the date, time, and location of the hearing, which may take place within five (5) working days of the request for the due process hearing.
- 3.4 If the District ultimately determines that a listed subcontractor is not responsible, District will grant permission to the Bidder to substitute the non-responsible listed subcontractor pursuant to Public Contract Code Section 4107(a)(9) provided that such substitution results in no change in the amount of the Bidder's bid. If the Bidder refuses to substitute the listed subcontractor, the District may reject the Bidder from further participation in bidding on the grounds of the non-responsibility of the listed subcontractor in question.
- 3.5 All contractors and subcontractors listed in the Bid Form must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE
- 4.1 Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Form by examination of the sites and a review of the drawings and specifications, including any Addenda. After the Bid has been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.
- 4.2 It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws, ordinances, permits, rules and regulations that may in any manner affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate

- Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Contract Documents.
- 4.3 Reference is made to the Supplementary General Conditions for identification of:
- 4.3.1 Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents, if any. Bidder may rely upon the accuracy of the technical data contained in such reports but not (a) upon non-technical data, interpretations or opinions contained therein or (b) for the completeness thereof for the purposes of Bid or construction.
- 4.3.2 Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents, if any. Copies of such reports and drawings will be made available by Owner to any Bidder on request.
- 4.4 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions.
- 4.5 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data deemed necessary by the Bidder which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.6 The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

- 4.8 Bidders are advised that the Work will be performed on property owned by WRD. The Work will be subject to observation and acceptance by WRD or their Architect or Construction Managers as set forth in the Contract Documents. All direction and acceptance will be by WRD or their Architect or Construction Managers.

## 5. INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed in writing to Owner. Interpretations or clarifications, considered necessary by Owner, in response to such questions will be issued by Addenda delivered timely by e-mails or faxes to all parties recorded by Owner as having received the Bid Documents. Questions received less than five working days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 5.2 Addenda may also be issued to modify the Bid Documents as deemed advisable by Owner.

## 6. CONTRACT TIME

- 6.1 The number of consecutive calendar days within which the Work is to be substantially completed (the Contract Time) are set forth in the Invitation to Bid (Section 00020) and the Agreement.

## 7. LIQUIDATED DAMAGES

- 7.1 Provisions for liquidated damages, if any, are set forth in the Invitation to Bid and the Agreement and the Contract Documents.

## 8. SUBSTITUTE MATERIAL AND EQUIPMENT

- 8.1 The contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Requests for substitution of "or equal" items, or any other items specified in the Bid Documents, shall be considered in accordance with the General Conditions.

## 9. SPECIFICATIONS

- 9.1 The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

## 10. SUBCONTRACTORS; SMALL BUSINESS ENTERPRISE PROGRAM

10.1 Each Bidder must identify the names and addresses of the Subcontractors listed in the General Contractor Questionnaire (Section 00430). If requested by Owner, Bidder shall, within seven days after the date of the request, submit to Owner an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization.

### 10.2 SMALL BUSINESS ENTERPRISE PREFERENCE

10.2.1 It is Owner's policy to maximize the use of Small Business Enterprises ("SBE's"). Bidders that subcontract at least twenty percent (20%) of their Total Bid Amount, including alternates, to SBE's will be given a preference of 5% of the Total Bid Amount, including alternates, or \$50,000, whichever is less. Thus, for purposes of evaluating the preference to be given to a Bidder that proposed to achieve the SBE Participation Goal, the Total Bid Amount (including alternates) will be multiplied by 5%. The lesser of that amount or \$50,000 will be deducted from that Bidder's Total Bid Amount for the purpose of comparing its bid to other bids and determining the lowest monetary bid. The Contract, if it is awarded, will be for the Total Bid Amount.

10.2.2 For bidding purposes, a Small Business Enterprise ("SBE") means a small business enterprise certified as such by any branch of the Federal Government, the State of California, or by any other Public Entity within the State of California as defined by California Public Contract Code Section 1100.

10.2.3 Each Bidder must complete and execute the applicable section or sections of the SBE SUBCONTRACTOR LISTING AND COMPLIANCE CERTIFICATION ("SBE Form") provided in the General Contractor Questionnaire (Section 00430).

10.2.4 For purposes of the evaluating a Bidder's compliance with the SBE Subcontractor Participation Goal, the term "subcontractor" shall have the meaning set forth at Public Contract Code Section 4113 but shall also include suppliers and materialmen.

10.2.5 To qualify for the SBE Subcontractor Preference, all SBEs must be certified as such at the time a bid is submitted to the Owner. Proof of certification must be submitted to the Owner no later than two business days after the deadline for submitting bids. Proof shall include a copy of each SBE certification or other appropriate documentary evidence by the certifying public entity. Proof of certification shall be subject to verification by the Owner.

10.2.6 The SBE Form must be executed in accordance with the procedures described in Sections 00100.11.3 through 00100.11.6 of this document.

10.3 No Contractor shall be required to employ any Subcontractor, supplier, other person or organization against whom it has reasonable objection, with the exception of "sole-source" items of material or equipment or items material or equipment for which no like, equivalent, or "or-equal" or substitution is permitted in the Contract Documents

10.4 Substitution of SBE Subcontractors

- 10.4.1 If awarded a contract, the successful Bidder is expected to use the SBE subcontractors listed in its bid, except as provided for herein.
- 10.4.2 Regardless of a subcontractor's SBE status, unless the Bidder complies with the provisions of Public Contract Code §§ 4100 *et seq.*, a Bidder may not substitute any listed subcontractor if the Bidder has indicated that the subcontractor will perform more than one half of 1 percent of the value of the contract Work.
- 10.4.3 Notwithstanding the provisions of Public Contract Code § 4104 exempting subcontracts with a value of less than one half of 1 percent of the contract value from the subcontractor substitution procedures specified, a Bidder may not substitute any SBE subcontractor without first complying with the substitution procedures specified in Public Contract Code §§ 4100 *et seq.*
- 10.4.4 A Bidder seeking to substitute an SBE subcontractor must make a good faith effort to replace the SBE subcontractor with another SBE subcontractor. The determination of whether the Bidder has made a good faith effort to subcontract with a replacement SBE subcontractor shall be at the Owner's sole discretion. The Bidder must keep written documentation of its efforts, and supply the documentation not later than five business days after any request by the Owner therefor.

11. BID FORM

- 11.1 The Bid Form is included with the Bid Documents.
- 11.2 All Bids must be made on the Bid Form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one (1) copy of the Bid Form is required.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. If requested, the person signing a Bid for a corporation or partnership must produce evidence satisfactory to Owner of the person's authority to bind the corporation or partnership.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 Address and telephone number for communications regarding the Bid must be shown.

## 12. SUBMISSION OF BIDS

- 12.1 Bids shall be submitted as provided in the Invitation to Bid and shall be submitted in an opaque sealed envelope. The envelope shall be plainly marked on the exterior "**BID FOR OFFICE RENOVATION PHASE 2 PROJECT**" and with the name and address of the Bidder. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID ENVELOPE ENCLOSED" on the face thereof.
- 12.2 All Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 12.3 All Bids received from Bidders in response to the Invitation to Bid will become the property of Owner and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of Owner.
- 12.4 The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the labor, equipment, supplies, materials and/or services requested.
- 12.5 Each Bidder shall complete the Non-Collusion Affidavit and shall submit the form with the Bid.
- 12.6 The following is a summary of documents which are to be completed and submitted by Bidders at time of Bid:
- a. Bid Form (Section 00300).
  - b. Bid Security (surety bond, cashier's check, or certified check)
  - c. Power of Attorney (for Bid bond only).
  - d. General Contractor Questionnaire (Section 00430).
  - e. Non-Collusion Affidavit (attached to Agreement, Section 00500).
  - f. Authority to Execute Bid and Contract (Section 00485).
  - g. Copy of Contractor's License, Subcontractor's License(s) and necessary certificates
  - h. Acknowledgement of Addenda (if applicable)

### 13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn at any time prior to the deadline for submitting Bids by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted before the Bid deadline. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modifications. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time.
- 13.2 After Bids are opened, Bids may be withdrawn by Bidders only as provided in Chapter 5, commencing with Section 5100, of Part 1, Division 2, of the California Public Contract Code.

### 14. OPENING OF BIDS

- 14.1 Bids will be publicly opened and read as set forth in the Invitation to Bid. An abstract of the amount of the Bids will be made available to Bidders after the opening of Bids.

### 15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 15.1 All Bids shall remain binding and subject to acceptance for 90 calendar days after the day of the Bid opening, but Owner may, at its sole discretion, release any Bid and return the Bid Security prior to that date.
- 15.2 Extensions of time when Bids shall remain open beyond the sixty-day period may be made only by mutual agreement between Owner, the Successful Bidder, and the surety, if any, for the Successful Bidder.

### 16. REJECTION OF BIDS

- 16.1 To the extent permitted by applicable state and federal laws and regulations, Owner reserves the right to reject any and all Bids and to waive any and all informalities, irregularities, and technicalities in Bids.
- 16.2 Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interests of Owner to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner.
- 16.3 More than one Bid received for the same work from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.
- 16.4 The reasons for rejection of Bids stated herein are not exhaustive.



## 17. CONFLICT OF INTEREST

- 17.1 Bidders must disclose with their Bid, the name of any officer, director, partner, proprietor, associate, or agent who is also a public officer or employee of WRD or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of WRD who owns, directly or indirectly, an interest of 5 percent or more in the Bidder's firm or any of its branches or affiliate companies. This requirement is in addition to all other Applicable Laws relating to conflicts of interest.

## 18. AWARD OF CONTRACT

- 18.1 Owner will award the contract to the responsible Bidder who submits the lowest responsive Bid, or else Owner, at its sole discretion, will reject all Bids. The contract, if awarded, will be for a lump sum in the amount set forth by the successful Bidder on the Bid Form.
- 18.2 Criteria utilized by Owner for determining the lowest, responsible and responsive Bidder includes, but is not limited to, the following:
- a. Price.
  - b. Ability of Bidder to meet published specifications.
  - c. Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, the Subcontractors and other persons providing labor or materials to Bidder.
  - d. Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the Work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
  - e. Whether Bidder can perform the contract promptly or within the time specified, without delay or interference.
  - f. Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the contract or service.

## 19. TAXES

- 19.1 The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and sales tax exemption under grant funded projects and complying with all requirements.

## 20 SIGNING OF CONTRACT

- 20.1 After the successful Bidder has been determined by Owner, Owner will issue its Notice of Award and transmit the Agreement for signing by the successful Bidder. Within five (5) days thereafter, the successful Bidder shall execute and return the Agreement together with the required payment and performance bonds and certificates of insurance demonstrating that all required insurance has been obtained. Owner's Notice of Award shall be conditional until receipt of the foregoing documents.
- 20.2 Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, Owner may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, Owner may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to Owner.

**\*\*END OF INSTRUCTION TO BIDDERS\*\***

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

OFFICE REMODELING PROJECT

CONTRACT IDENTIFICATION NUMBER: 908

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

THIS BID IS SUBMITTED TO:

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

(HEREINAFTER CALLED OWNER)

- 1.0 Bids shall be submitted in a single, lump-sum amount. The Bid Amount includes full compensation for furnishing all labor, services, materials, tools, and equipment and doing all the work involved to complete the Work included in the Contract Documents. Payment includes incidental items of work not specifically on the plans and specifications but necessary to provide a complete and operational system. No additional compensation will be allowed. No additional compensation will be allowed for any materials, equipment, labor, tools, and supervision that could be reasonably assumed to be required to construct the facilities noted or perform the Work.
- 2.0 Cost of all traffic safety work, including barricades, trench plates, warning signs and design of traffic safety plans if called for by the local permitting agency shall be provided and included in the applicable bid items.
- 3.0 Cost of all trench safety work, if any, including preparation of plans, submission of OSHA permit application if required, shoring, shield, and safety training programs shall be provided and included in the applicable bid items. By submission of a bid the Bidder certifies that they have a valid Injury and Illness Prevention Plan in force.
- 4.0 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and conditions of the Contract Documents.
- 5.0 Bidder accepts all of the terms and conditions of the Bid Documents, including without limitation those dealing with the disposition of Bid Security.
- 6.0 In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:

**MANDATORY BID SUBMITTAL FORM**

- (a) Bidder has examined copies of all the Bidding Documents, the Invitation to Bid, the Instructions to Bidders and the following Addenda (receipt of which is hereby acknowledged):

Addendum No.	Addendum Date

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing the Work.
- (c) Bidder has studied carefully all reports and drawings of conditions existing at the site of the Work, subsurface conditions and drawings of physical conditions which are identified in the Supplementary General Conditions, if any, and accepts the determination set forth in the Supplementary General Conditions to the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

REFER TO THE "INVITATION TO BID" FOR INFORMATION CONCERNING A VALID PLAN HOLDER FOR THIS PROJECT

**MANDATORY BID SUBMITTAL FORM**

- (g) Bidder has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- 7.0 Bidder agrees to complete the Work for the Bid Amount indicated in this Bid Form. The Bid Amount includes all costs for furnishing to the OWNER all materials, equipment, and supplies and for all costs incurred in completing the Work including installation of all materials, equipment, and supplies furnished, complete in place and ready for continued service, all other labor, permit fees, taxes, insurance, miscellaneous costs, overhead and profit.
- 8.0 Bidder agrees that the Work shall be substantially completed within the prescribed number of calendar days as stipulated in the Agreement. Time commences to run as provided in the General Conditions, and completed and ready for final payment in accordance with paragraph 14 of the General Conditions and the Agreement.
- 9.0 The Contract Documents are made a condition of this Bid.
- 10.0 All Communications concerning this Bid must be in written form and shall be addressed to:
- Charlene King, Project Manager  
Water Replenishment District of Southern California  
4040 Paramount Boulevard  
Lakewood, California 90712
- 11.0 The terms used in this Bid Form have the meanings assigned to them in the General Conditions.

**MANDATORY BID SUBMITTAL FORM**

**BID SCHEDULE  
FOR THE OFFICE RENOVATION PHASE 2 PROJECT**

Item No.	Base Bid Items	Estimated Quantity	Unit of Measure	Total Cost
01	<b>DIV 01 - General Requirements</b> – Furnish all equipment, labor, and materials for Mobilization, Construction Progress Schedule, Security Procedures, Performance & Payment Bonds, Insurance, Submittals, Temporary Facilities/Temporary Construction, Supervision, Field Engineering, Progress Cleaning, Construction Waste & Disposal, Closeout Procedures, Demobilization, Record Drawings (As-Built) for the lump sum price of:	1	Lump Sum  % of Bid	\$ _____  % _____
02	<b>DIV 02 - Existing Conditions</b> - Furnish all equipment, labor, and materials to perform Demolition for the lump sum price of:	1	Lump Sum  % of Bid	\$ _____  % _____
03	<b>DIV 06 - Wood, Plastic &amp; Composites</b> - Furnish all equipment, labor, and materials to construct/install the Architectural Wood Casework for the lump sum price of:	1	Lump Sum  % of Bid	\$ _____  % _____
04	<b>DIV 09 – Finishes</b> - Furnish all equipment, labor and materials to construct/install Gypsum Board Assemblies, Acoustical Ceilings, Resilient Flooring, Tile Carpeting, Interior Painting & Coating for the lump sum price of:	1	Lump Sum  % of Bid	\$ _____  % _____
05	<b>DIV 10 – Specialties</b> - Furnish all equipment, labor, and materials to construct/install the Signage for the lump sum price of	1	Lump Sum  % of Bid	\$ _____  % _____
	<b>DIV 12 – Furnishings</b> - Furnish all equipment,	1	Lump Sum	\$ _____

REFER TO THE INVITATION FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT

**MANDATORY BID SUBMITTAL FORM**

06	labor, and materials to construct/install the Countertops and Window shades for the lump sum price of		% of Bid	% _____
07	<b>DIV 21 – Fire Suppression (Allowance) –</b> Sprinklers – Potential head relocation and coordination with mechanical and electrical. Furnish all equipment, labor, and materials to construct/install the Fire Suppression Sprinklers for the lump sum price of	1	Lump Sum  % of Bid	\$ _____  % _____
08	<b>DIV 23 – Heating, Ventilating, &amp; Air Conditioning</b> - Furnish all equipment, labor, and materials to construct/install the HVAC Ducts and Accessories, VAV Boxes, Diffusers, Registers, Grilles, Building Control Systems (DDC), Testing and Balancing for the lump sum price of	1	Lump Sum  % of Bid	\$ _____  % _____
09	<b>DIV 26 – Electrical</b> - Furnish all equipment, labor, and materials to construct/install the Panel Boards/ Electrical Power/Data Conduit Drops, Lighting Control Devices, Interior Lightings for the lump sum price of	1	Lump Sum  % of Bid	\$ _____  % _____
10	<b>DIV 28 – Electrical Safety and Security</b> - Furnish all equipment, labor, and materials to construct/install the Fire Alarm System for the lump sum price of	1	Lump Sum  % of Bid	\$ _____  % _____
	<b>TOTAL PROJECT COST</b>			<b>100%</b>

REFER TO THE "INVITATION FOR BIDDING" INFORMATION BECOMING A VALID PLAN HOLDER FOR THIS PROJECT

**MANDATORY BID SUBMITTAL FORM**

\$ \_\_\_\_\_  
TOTAL BID AMOUNT IN NUMBERS

\_\_\_\_\_  
TOTAL BID AMOUNT IN WORDS Dollars.

Submitted on \_\_\_\_\_, 2017.

\_\_\_\_\_  
COMPANY NAME

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY



Bidder is a:

**SOLE PROPRIETORSHIP**

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

(SEAL)

Individual's Name

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

**A PARTNERSHIP**

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

(SEAL)

Firm Name

\_\_\_\_\_

General Partner

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

A CORPORATION

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

(SEAL)

Corporation Name

\_\_\_\_\_

State of Incorporation

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

Name of person authorized to sign

\_\_\_\_\_

Title

(CORPORATE SEAL)

Attest: \_\_\_\_\_

Secretary

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

A JOINT VENTURE

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

Name

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

**BID BOND**

We, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,

jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein,  
to the

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

(herein called OWNER) for payment of the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_),

lawful money of the United States. Principal has submitted the accompanying bid for the construction of  
the

**OFFICE RENOVATION PHASE 2 PROJECT**

(the "Project")

If Principal does not, promptly after written notice that the contract for the Project has been awarded to Principal, enter into a contract with OWNER for the Project on the form required by OWNER, and furnish OWNER with all documents required to be furnished by the Bid Documents, then this bond shall be forfeited to OWNER, and Principal and Surety shall be jointly and severally bound and liable to OWNER for the penal amount of this bond.

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the OWNER, at the price designated by his bid, and files two bonds with the OWNER, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the OWNER, and carries all insurance in type and amount which conforms to the contract documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the OWNER from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the OWNER is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay OWNER's reasonable attorney's fees incurred with or without suit.

**MANDATORY BID SUBMITTAL FORM**

Executed on: \_\_\_\_\_, 2017

\_\_\_\_\_  
PRINCIPAL

(Seal if Corporation)

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

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

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

Name and Address of Surety:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Address of Surety's Agent for Service of  
Process in California (if different from above):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number of Surety's agent In California:

\_\_\_\_\_  
\_\_\_\_\_

(Attach Acknowledgment)

\_\_\_\_\_  
SURETY

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

(Attorney-in-Fact)

**NOTICE:**

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

**\*\*END OF BID FORM\*\***

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

SECTION 00430

GENERAL CONTRACTOR QUESTIONNAIRE

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. Bidder Company must have 10 years' experience in successful completion of office remodeling projects, as a General Contractor. List such projects below with type of projects, construction bid cost, owner/agency, and date of completion.

a. \_\_\_\_\_  
\_\_\_\_\_

b. \_\_\_\_\_  
\_\_\_\_\_

c. \_\_\_\_\_  
\_\_\_\_\_

d. \_\_\_\_\_  
\_\_\_\_\_

2. Provide contact information (name of person, title/position, name of organization, address, telephone, and email address) for reference verification on the projects identified in Item 1. At least one contact person shall be provided for each listed project.

a. \_\_\_\_\_  
\_\_\_\_\_

b. \_\_\_\_\_  
\_\_\_\_\_

c. \_\_\_\_\_  
\_\_\_\_\_

d. \_\_\_\_\_  
\_\_\_\_\_

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

**MANDATORY BID SUBMITTAL FORM**

3. Have you ever failed to complete work awarded to you? If so, when, where and why?

\_\_\_\_\_

4. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in default or terminated by the project owner within the last ten (10) years?

Yes\_\_ No\_\_

5. Has your firm changed names or license number in the past five years?

Yes\_\_ No\_\_

6. Has any Contractor's State License or similar state or local agency license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes \_\_No\_\_

If "yes," please explain on a separate signed sheet.

7. At any time during the past five years, has any surety company made payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes\_\_ No\_\_

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

8. State the true and exact, correct, and complete name under which you do business.

BIDDER IS: \_\_\_\_\_

**A SOLE PROPRIETORSHIP**

\_\_\_\_\_ (SEAL)

(Individual's Signature)

\_\_\_\_\_

(Individual's Name)

Doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A PARTNERSHIP**

\_\_\_\_\_ (SEAL)

(Partnership Name)

\_\_\_\_\_

(General Partner's Signature)

\_\_\_\_\_

(General Partner's Name)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A JOINT VENTURE**

\_\_\_\_\_ (SEAL)

(Name of Party One)

\_\_\_\_\_

(Party One's Signature)

\_\_\_\_\_

(Party One's Name)

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT



**MANDATORY BID SUBMITTAL FORM**

**A JOINT VENTURE**

\_\_\_\_\_ (SEAL)

(Name of Party Two)

\_\_\_\_\_

(Party Two's Signature)

\_\_\_\_\_

(Party Two's Name)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A CORPORATION**

\_\_\_\_\_

(Corporation Name)

\_\_\_\_\_

(State of Incorporation)

By \_\_\_\_\_

(Name of person authorized to sign)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Authorized Signature)

(Corporate Seal)

Attest \_\_\_\_\_

(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

**MANDATORY BID SUBMITTAL FORM**

9. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name and address of Surety's resident agent for service of process in California:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

**LIST OF SUBCONTRACTORS**

The bidder is required to furnish the following information in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Section 4100, et seq.).

Subcontractors, as defined in California Public Contract Code Section 4101(a)(1), must be listed if they will provide work, labor or service in an amount in excess of one-half (1/2) of one percent (1 %) of the total bid.

Subcontractor	License No. & Type	Main Office Address	% of Total Dollar Value Work	Description of Subcontract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

**MANDATORY BID SUBMITTAL FORM**

**SBE SUBCONTRACTOR LISTING AND COMPLIANCE CERTIFICATION**

In accordance with Owner’s SBE Preference Program set forth in Article 10.1.11 of the Water Replenishment District of Southern California’s Administrative Code and Instructions to Bidders, Section 00100.10.2, Subcontractors; Small Business Enterprise Preference, a Bidder that subcontracts not less than twenty percent (20%) of the Total Bid Amount, including alternates, to firms certified as small business enterprises (the “SBE Participation Goal”) is entitled to a preference of 5% of the Total Bid Amount, including alternates, or \$50,000 or less. Thus, for purposes of evaluation a Bidder’s bid which meets this SBE Participation Goal, the Total Bid Amount (including both schedules) will be multiplied by 5%. The lesser of that amount or \$50,000 will be deducted from the Total Bid Amount for the purpose of determining the lowest responsive bid and awarding the Contract to the lowest responsive and responsible bidder.

Bidders who have achieved the goal of not less than twenty percent (20%) SBE participation must complete the SBE Subcontractor Listing Form below in order to be eligible for the SBE preference. For purposes of the SBE Participation Goal, “subcontractor” has the meaning set forth in Public Contract Code section 1100 and also includes suppliers and materialmen. SBEs who are suppliers or materialmen must be identified as such in the Subcontractor Listing Form in the space provided for Scope of Work.

**SBE SUBCONTRACTOR LISTING FORM**

(To be completed by Bidders who have achieved the SBE Participation Goal; see Instructions to Bidders, Section 00100.10.2, for SBE Program Requirements).

	Check if Bidder has met the SBE Participation Goal
--	--

Complete the following form by providing the information requested for each Certified SBE subcontractor, as defined in Instructions to Bidders, 00100.10.2.3, the Bidder will subcontract with. Attach additional sheets if necessary.

Subcontractor Name	Scope of Work	Dollar Value of Subcontract	Percentage of Dollar Value of Subcontract of the Total Bid Amount (including alternates)	SBE Certifying Agency

**MANDATORY BID SUBMITTAL FORM**

--	--	--	--	--

The undersigned certifies and declares under penalty of perjury under the laws of the State of California that the Bidder has agreed to enter into subcontracts with the above-listed subcontractors upon award of the Contract, the information provided for each subcontractor is true and correct, and that the Bidder will provide the documentary evidence required pursuant to Instructions to Bidders, Section 00100.10.2 of the Bid Documents. The undersigned further certifies and declares under penalty of perjury that Bidder is familiar with and has reviewed Sections 10.1.11 – 10.1.11.3 of the Water Replenishment District of Southern California’s Administrative Code, which is attached to this section, which govern the SBE Preference Program.

Executed on \_\_\_\_\_, 2017, at \_\_\_\_\_, California.

Signed: \_\_\_\_\_

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

Water Replenishment District of Southern California

Administrative Code

Sections 10.1.11 – 10.1.11.3

10.1.11 Small Business Enterprise Preference

It is the District's policy to encourage and promote broad-based participation in its contracting activities by all potential participants so as to maximize competition for District Contracts, to attract the greatest number of qualified bidders and to stimulate participation by responsible bidders who might otherwise be prevented from participating in the District's procurement activities.

The District's program is adopted pursuant to Public Contract Code Section 2002.

- (a) Small Business Enterprise (SBE) Definition. For purposes of this section, a Small Business Enterprise (SBE) shall mean a small business enterprise certified as such by any branch of the Federal Government, the State of California, or by any other Public Entity within the State of California as defined by California Public Contract Code Section 1100.
- (b) SBE Subcontractor Preference. Notwithstanding the requirement that the District award a contract to the lowest responsive and responsible bidder, all bidders for contracts that subcontract not less than 20% of their bid amount to SBE's may be given a preference on their bid amount in an amount not to exceed 5%.

Notwithstanding the foregoing, the combination of all preferences to be applied to a single bid or informal quote may not exceed 5% or \$50,000, whichever is less.

- (i) The term "subcontractor" for purposes of the SBE Subcontractor Participation Goal shall have the meaning set forth at Public Contract Code Section 4113 but shall also include suppliers and materialmen.
- (c) To qualify for the SBE Subcontractor Preference, SBEs must be certified as such at the time a bid is submitted to the District. Proof of certification must be submitted to the District not later than two business days after the deadline for submitting bids. Proof shall include a copy of each SBE's certification or other appropriate documentary evidence by the certifying public entity. Proof of certification may be subject to verification by the General Manager. The General Manager shall not, however, be required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a subcontractor is an SBE.

**MANDATORY BID SUBMITTAL FORM**

- (d) Before advertising for bids, the Board may modify the subcontractor participation requirement created by this section for particular procurements, or exempt particular procurements from the SBE Subcontractor Preference, if the Board determines that it would be in the District's best interest to do so based on the nature of the services, equipment or materials to be procured or other relevant factors.

Authority: Pub. Cont. Code § 2002

10.1.11.1 Exceptions to SBE Subcontractor Preference

The preference set forth in this Section shall not apply to the following purchases or contracts:

- a) Supplies, equipment or materials provided under a cooperative purchasing agreement.
- b) Purchases or contracts which are funded in whole or in part by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of the preference.
- c) Purchases made or contracts let under emergency situations.

10.1.11.2 Application

The SBE Subcontractor Preference provided in this Section may be applied to new contracts first solicited as of the effective date of the enabling resolution. This Section shall be implemented in a manner consistent with otherwise applicable provisions of this Chapter and competitive bidding laws.

10.1.11.3 Enforcement

- (a) The Contractor agrees that the District will have the right to review, obtain, and copy, or obtain in electronic form, all records pertaining to performance of the contract to enable it to audit Contractor's costs and confirm the amount of SBE participation on the project. Contractor further agrees to provide District with, upon reasonable notice, during normal business hours, access to its premises for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other materials that may be relevant to an investigation for purposes of determining compliance or the right to have asserted the right to the SBE Subcontractor Preference. Contractor shall keep all records for a period of not less than three years from completion of the subject project.

**MANDATORY BID SUBMITTAL FORM**

- (b) The information furnished by each bidder requesting an SBE Subcontractor Preference shall be under penalty of perjury.
- (c) No Person shall knowingly and with intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as an SBE for the purpose of this Section.
- (d) No Person shall willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to any official of a municipality or other public entity located in Los Angeles County for the purpose of influencing the certification or denial of certification of any entity as an SBE.
- (e) A Person which has claimed the right to the SBE Subcontractor Preference who knew or should have known the information upon which the assertion of the right to the preference was based was incorrect, or information was ignored that was relevant to the request for the preference, and which by reason of such preference has been awarded a contract to which it would not otherwise have been entitled, shall:
- (1) Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded; and
  - (2) Be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract involved.
- (f) The penalties identified above shall also apply to any Person that has previously obtained proper certification and, as a result of a change in its status would no longer be eligible for certification, fails to notify the District of this information prior to responding to a Contract Solicitation or accepting a contract award.

**\*\*END OF GENERAL CONTRACTOR QUESTIONNAIRE\*\***



SECTION 00485

AUTHORITY TO EXECUTE BID AND CONTRACT

- A. If the Bidder is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Bid and the Contract contained within this document on behalf of the Corporation. The OWNER would prefer the use of the sample Resolution set forth below.
- B. A corporation to which a contract is to be awarded will be required to furnish certificates as to its corporate existence.

CERTIFIED RESOLUTION

I, \_\_\_\_\_, the duly elected Secretary of

(Name)

\_\_\_\_\_, a corporation organized and existing under the

(Corporate Title)

laws of the State of \_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name)"

The duly elected \_\_\_\_\_ of \_\_\_\_\_

(Title of Officer)

(Corporate Title)

be and is hereby authorized to execute and submit a Bid and Bid Bond to the Water Replenishment District of Southern California for:

\_\_\_\_\_  
\_\_\_\_\_

and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The Water Replenishment District of Southern California shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

**MANDATORY BID SUBMITTAL FORM**

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME.</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

(SEAL)

BY: \_\_\_\_\_

Secretary

\_\_\_\_\_  
Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the Water Replenishment District of Southern California that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

**\*\*END OF AUTHORITY TO EXECUTE BID AND CONTRACT\*\***

REFER TO THE "INVITATION FOR BID" FORM FOR REFERENCE ONLY FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT

SECTION 00500

AGREEMENT

Water Replenishment District of Southern California  
4040 Paramount Boulevard, Lakewood, California 90712  
Telephone (562) 921-5521 Fax (562) 921-6101

OWNER: Water Replenishment District of Southern California

CONTRACTOR: \_\_\_\_\_

Project No.: \_\_\_\_\_

Project Title: OFFICE REMODELING PROJECT

Date: \_\_\_\_\_ 2017

Lump Sum Price: \$ \_\_\_\_\_

OWNER and CONTRACTOR agree as follows:

1. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of this Agreement and the following attachments to this Agreement:
  - a. Invitation to Bid (Section 00020);
  - b. Instructions to Bidders (Section 00100);
  - c. Bid Form, including Bid Schedule (Section 00300);
  - d. General Contractor Questionnaire (Section 00430);
  - e. Authority to Execute Bid and Contract (Section 00485);
  - f. Faithful Performance Bond (included in Agreement, this Section 00500);
  - g. Payment Bond (included in Agreement, this Section 00500);

**MANDATORY BID SUBMITTAL FORM**

- h. Non-Collusion Affidavit (included in Agreement, this Section 00500);
- i. General Conditions (Section 00700);
- j. Supplementary General Conditions (Section 00800);
- k. Technical Specifications;
- l. Referenced provisions of the following standard specifications: (i) Standard Specifications for Public Works Construction ("Greenbook", Current Edition with all Supplement thereto); (ii) Standard Plans for Public Works Construction (Current Edition); (iii) American Water Works Association Standards (Current Edition).
- m. Drawings as listed in the Table of Contents;
- n. Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive;
- o. Notice to Proceed;
- p. Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto; and

The Contract Documents may only be amended by Change Order as provided in Article 9 of the General Conditions.

- 2. CONTRACTOR shall perform the services, furnish the materials and complete all Work as specified or indicated in the Contract Documents, including but not limited to, Section 01010 of the Technical Specifications. The Work is generally described as follows: Furnish all supervision, labor, materials, equipment and incidentals for construction of the Project described in the Contract Documents ("Work"). Contractor shall furnish at its own expense all plant, supervision, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary for the Work except for equipment pre-purchased and supplied by the Owner, if any. Contractor shall provide for payments on all required insurance policies, and shall obtain all permits and licenses of a temporary nature. Contractor shall furnish and remove all plant, temporary work or structures, tools, and equipment necessary to accomplish the Work.
- 3. OWNER will pay CONTRACTOR the following sum for completion of the Work in accordance with the Contract Documents: For all Work required to be performed pursuant to the Contract Documents, the CONTRACTOR shall be paid a lump sum of \$\_\_\_\_\_. CONTRACTOR shall submit Applications for Payment and OWNER shall make payments as provided in the General Conditions.
- 4. CONTRACTOR is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such time and attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Agreement.

**MANDATORY BID SUBMITTAL FORM**

5. CONTRACTOR shall provide, at CONTRACTOR'S expense, a Faithful Performance Bond and a Payment Bond, on the mandatory forms attached hereto. Each bond shall be in an amount not less than 100% of the total amount payable under the Contract Documents, and shall be issued by an admitted surety insurer satisfactory to the OWNER.
6. CONTRACTOR shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to OWNER's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The CONTRACTOR shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the General Conditions expressly stipulate otherwise.
7. If any provision of this Agreement or any other of the Contract Documents is found by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. If the court finds that any provision of this Agreement or any other of the Contract Documents is invalid or unenforceable, but that by limiting such provision it would then become valid and enforceable, then such provision shall be deemed written, construed and enforced as so limited taking into account the intent of the parties at the time of executing this Agreement.
8. In employing CONTRACTOR to perform the Work contemplated under this Agreement, OWNER has relied on the experience, expertise and integrity of CONTRACTOR. The rights and obligations of CONTRACTOR under this Agreement shall therefore not be assignable without the prior express written consent of OWNER.
9. The CONTRACTOR shall achieve Substantial Completion of the Work within ninety (90) consecutive calendar days from the commencement date stated in the Notice to Proceed and shall timely achieve any interim milestones defined below (the "Contract Time").
10. OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance with the Contract Documents. OWNER and CONTRACTOR also recognize the delays, expense, and difficulties that will be involved in proving in a legal proceeding the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof of actual delay damages, the OWNER and the CONTRACTOR agree that CONTRACTOR shall be assessed as liquidated damages, but not as penalties, the following amounts for each unexcused calendar day that CONTRACTOR fails to achieve the following milestones:

**MANDATORY BID SUBMITTAL FORM**

MILESTONE	DEADLINE	LIQUIDATED DAMAGES FOR DELAY
Substantial Completion	No later than 45 Calendar Days after date of commencement set forth in Notice to Proceed	\$ 2,500 Day

Owner's rights to assess liquidated damages are cumulative to all of Owner's other rights and remedies.

11. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding except as provided in the Contract Documents.
12. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Los Angeles County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the State courts of the State of California in and for the County of Los Angeles or in the United States District Court, Central District of California.
13. In the event of a Dispute arising from or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expert witness fees, in addition to any other amounts permitted by law or the Contract Documents in any court action or proceeding.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the date specified above.

OWNER:

Water Replenishment District of  
Southern California

By:

\_\_\_\_\_  
President of the Board of Directors

By:

\_\_\_\_\_  
Secretary of the Board of Directors

I am aware of the provisions of Section 3700 of the Labor Code 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 this contract.

CONTRACTOR:

By:

\_\_\_\_\_

**MANDATORY BID SUBMITTAL FORM**

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

License No(s):

Expiration Date (s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: CONTRACTOR shall furnish, to the satisfaction of OWNER's Attorney, verification that the persons signing this Agreement as CONTRACTOR or on behalf of the CONTRACTOR have authority and legal authorization to bind the CONTRACTOR.

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 is filed within three 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.

Approved As To Form

\_\_\_\_\_

Counsel for Water Replenishment District of Southern California

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

**MANDATORY BID SUBMITTAL FORM**

**FAITHFUL PERFORMANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Water Replenishment District of Southern California, hereinafter referred to as "Owner," in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and/or assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded a contract (the "Agreement") by Owner for the furnishing by Principal of all labor, materials, equipment, supplies and incidentals required for the construction of the \_\_\_\_\_ (the "Project");

WHEREAS, a condition of said Agreement is that Principal furnish to Owner a faithful performance bond securing Principal's faithful performance of all of its obligations under the Agreement, which Agreement is by reference made a part hereof whether or not physically attached hereto;

NOW THEREFORE, if said Contractor shall well and truly do and perform all of the covenants and obligations of said Agreement on its part to be performed at the times and in the manner specified therein and as may be modified in accordance with the provisions thereof, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

1. Whenever Principal shall be declared by Owner to be in default under the Agreement, Surety shall promptly at Owner's option and sole discretion:
  - (a) Perform the Agreement in accordance with all of its terms and conditions; or
  - (b) Obtain bids for submission to Owner for performing the Agreement in accordance with all of the terms and conditions of said Agreement, and upon determination by Owner of the lowest responsive and responsible bidder, arrange for a contract in the form of the Agreement between such bidder and Owner and make available as work progresses (even though there will be a default or a succession of defaults under the contract or contracts arranged under this paragraph) sufficient funds to pay the costs of performance of said contract, less the unpaid balance of the contract price of the Agreement; or
  - (c) Make available to Owner sufficient and timely funds to pay the costs of performance of a new contract awarded by Owner in accordance with its Procurement Policies and Procedures for the completion of the work of the Agreement less the unpaid balance of the contract price of the Agreement.



**MANDATORY BID SUBMITTAL FORM**

2. Any alterations in the work to be done or the material to be furnished under the Agreement shall not in any way release either Principal or Surety, nor shall any extensions of time granted under the provisions of the Agreement release either the Principal or Surety, and notice of such alterations or extensions of the contract is hereby waived by Surety.
3. The "balance of the contract price" refers to the difference between the total contract price payable under the Agreement less payments previously made by Owner for work performed by Principal under the Agreement.
4. In the event of a default by Principal, Owner's election not to complete the Project shall not exonerate Surety of its obligations hereunder.
5. If any action is brought upon this bond by said OWNER and judgment is recovered (or settlement is made which is favorable to OWNER), then said surety shall pay all costs incurred by said OWNER in such action, including reasonable attorneys fees.

WITNESS our hands this \_\_\_ day of \_\_\_\_\_, 2017.

CONTRACTOR: \_\_\_\_\_

SURETY: \_\_\_\_\_

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

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

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

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

Home Office Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Attorney-in-Fact:

Office Address:

\_\_\_\_\_  
\_\_\_\_\_

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PRINCIPAL HOLDER FOR THIS PROJECT

**MANDATORY BID SUBMITTAL FORM**

---

---

Phone: \_\_\_\_\_

NOTE: This bond must be acknowledged before a notary public, and a legally sufficient power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

**MANDATORY BID SUBMITTAL FORM**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, hereinafter referred to as "CONTRACTOR," as principal, and \_\_\_\_\_

\_\_\_\_\_, as surety, are held and firmly bound unto Water Replenishment District of Southern California, hereinafter referred to as "OWNER," in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and/or assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said CONTRACTOR has been awarded and is about to enter into a contract with OWNER for construction of \_\_\_\_\_

\_\_\_\_\_

as specifically set forth in documents entitled Agreement, General Conditions, and Technical Specifications and is required under the terms of the Agreement to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if CONTRACTOR or any of its SUBCONTRACTORS, fails to pay for any materials, equipment, or other supplies, or for rental of same used in connection with the performance of work contracted to be done or for work or labor thereon of any kind, or fails to pay any of the persons or claimants named in Section 9554, California Civil Code or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or for any amounts required to be deducted, withheld and paid to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor and all other applicable laws of the state of California and rules and regulations of its agencies, then said Surety will pay for the same in an amount not exceeding the sum specified above. This bond shall inure to the benefit of any persons named in Civil Code Section 9554(b), so as to give a right of action to them or their assigns in any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Chapter 5 of Title 3 of Part 6 of Division 4 of the Civil Code of the State of California relating to Payment Bonds for public works, including Civil Code Sections 9550 et seq.

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the CONTRACTOR or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the CONTRACTOR or the surety, and notice of such alteration or extensions of the contract is hereby waived by the surety.

**MANDATORY BID SUBMITTAL FORM**

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CONTRACTOR: \_\_\_\_\_

SURETY: \_\_\_\_\_

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

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

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

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

Home Office Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Attorney-in-Fact:

Office Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

NOTE: This bond must be acknowledged before notary publics, and a legally sufficient power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SS

\_\_\_\_\_, being first duly sworn, declares as follows:

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 thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof 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, hereby 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 on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signed:

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

NOTARY PUBLIC

Seal

**\*\*END OF AGREEMENT\*\***

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT

SECTION 00700

GENERAL CONDITIONS

WATER REPLENISHMENT DISTRICT OF  
SOUTHERN CALIFORNIA  
OFFICE REMODELING PROJECT

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REFER TO THE "INVITATION FOR BIDS FOR INFORMATION ONLY" BECOMING A VALID PLAN HOLDER FOR THIS PROJECT

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REFER TO THE INVITATION FOR BIDS FOR PRELIMINARY INFORMATION ONLY FOR REFERENCE ONLY. THIS INFORMATION IS NOT BECOMING A VALID PLAN HOLDER FOR THIS PROJECT

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REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

ARTICLE 1 – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated in this Article 1, which meanings are applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify or make additions, deletions, or revisions to the Contract Documents.

Agreement - The written contract between the Owner and the Contractor covering the Work to be performed; other documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by the Owner which is to be used by the Contractor to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Bid – The offer or proposal of the Bidder submitted on the prescribed form setting forth the price or prices for the Work.

Bonds – Bid, Performance, and Payment Bonds and other instruments of security.

Contract Modifications/Change Order - A document which is signed by the Contractor and the Owner, or is issued unilaterally by the Owner to the Contractor and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, and which is issued on or after the Effective Date of the Agreement.

City – City of Lakewood, California

Clarification – A document issued by the Engineer to the Contractor that interprets the requirement(s) and/or design intent of the Contract Documents, which may not represent an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time.

Construct – Provide all materials and labor necessary to install, build, fabricate, and/or construct facilities as described, in place, all conformance with the Drawings and Specifications.

Construction Manager or CM – The entity designated as such, if any, by the Owner.

Contract Documents – The Contract Documents are identified in the Agreement.

Contract Price – The term Contract Price shall refer to the amount to be paid by Owner to Contractor in accordance with the Contract Documents for the completion of the Work of the Project.

Contract Time – The number or numbers of successive calendar days or dates stated in the Contract Documents for the substantial completion of the Work, including the achievement of any interim milestones.

Contractor or CONTRACTOR – The individual, partnership, corporation, joint-venture, or other legal entity with which the Owner has executed the Agreement.

Day – A calendar day of 24 hours measured from midnight to the next midnight.

Defective Work - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

Drawings - The drawings, plans, maps, profiles, diagrams, and other graphic representations which indicate the character, location, nature, extent, and scope of the Work and which have been prepared by the Engineer and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ARCHITECT or Architect – Gillis & Panichapan Architects, Inc. or any other entity designated by the Owner.

Environmental Monitoring Service – the third-party environmental monitoring service or their representative engaged by the Owner.

Field Order – Directive or order by which the Owner or Engineer directs the Contractor on Site.

Greenbook – Standard Specifications for Public Works Construction, latest edition.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6906) as amended from time to time.

Inspector – Insert name.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction over the subject of the Contract Documents.

Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date of a separately identifiable part of the Work or a period of time within which the separately identifiable part of the Work should be performed prior to Substantial Completion of all the Work.

NIC – Not in Contract

Notice of Award - The written notice by the Owner to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein within the time specified, the Owner will enter into an Agreement.

Notice of Completion - A form indicating that the Work is Complete and fixing the date of Completion. After final acceptance of the Work by the Owner's governing body, the form is signed by the Owner and filed with the County Recorder. This filing triggers all applicable statutory deadlines relating to the Work.

Notice of Partial Utilization - The written notice issued by the Owner to the Contractor stating that the OWNER is going to use or operate a portion of the completed Work.

Notice to Proceed - The written notice issued by the Owner to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time.

OWNER or Owner - The Water Replenishment District of Southern California (WRD) or agent designated by WRD.

Partial Utilization - Use by the Owner of a substantially completed part of the Work for the purpose for which it is intended prior to Substantial Completion of all the Work.

Plan Clarification (PCL) - PCLs are generated by the CM and/or Engineer then issued to the Contractor in order to clarify the contract drawings and specifications. These clarifications may result from RFIs or RFCs. The Contractor may identify time and/or cost impacts as a result of a PCL.

Project - The total construction project of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Proposed Change Orders (PCO) - PCOs are generated by the CM or Owner and issued to the Contractor requesting a cost proposal for what may be additional work or disputed work. The PCO may or may not authorize the Contractor to proceed with the subject work of the PCO. If given a notice to proceed, the Contractor shall immediately proceed with the work as required by the PCO. Prior to issuance of a formal change order, the Contractor's cost proposal is evaluated and agreed upon by Contractor and Owner. Should the Contractor and Owner not agree upon Payment for the work authorized, the Owner may issue a Unilateral Change Order compensating the Contractor for what the Owner has determined to be a fair and reasonable price for the work as required by the PCO. The Contractor may reserve his right to dispute the Unilateral Change Order but shall not delay in performing the work required by the PCO. Payment for work addressed by the PCO will only be made after a formal contract modification is issued. See also Field Order.

Project Schedule - The schedule for performance of the Work and completion of the Project prepared by Contractor pursuant to the Contract Documents including, without limitation, the provisions appearing in the Supplementary General Conditions.

Requests for Clarification (RFC) - RFCs are generated by the CM or Owner. These requests are for clarification from the Engineer on an item contained in the contract drawings and/or specifications. Depending upon the answer received, either no action will be taken or a Plan Clarification will be issued by the CM or Owner to the Contractor.

Requests for Information (RFI) - RFIs are the avenue for the Contractor to receive additional information on contract drawings and specifications. These written requests are received by the Construction Manager (CM) or Owner from the Contractor and either answered by the CM or Owner, or forwarded to the Engineer. Answers are given to the CM, if any, and then transmitted to the Contractor. The Contractor may identify time and/or cost impacts as a result of the answer provided.

Resident Project Representative - The authorized representative of the Construction Manager who is assigned to the Site or any part thereof.

Samples - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Schedule of Values – The allocation by Contractor of the Contract Price to the major activities described in the Project Schedule which shall be used by Owner, in conjunction with the Project Schedule, as the basis for making all payments to Contractor under the Contract Documents.

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the Contractor and submitted by the Contractor to illustrate some portion of Work and all illustrations, brochures, schedules, performance charts, instructions, and diagrams to illustrate material or equipment for some portion of the Work.

Site - Lands or other areas designated in the Contract Documents as being furnished by the Owner for the performance of the construction, storage, or access.

Soils Engineer – the licensed Geotechnical Engineer engaged by the Contractor. “Soils Engineer” and “Geotechnical Engineer” are used interchangeably.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work, including the Technical Specifications.

Subcontractor - An individual, partnership, corporation, joint-venture, or other legal entity furnishing labor, materials, equipment or supplies for the Project, including Subcontractors and suppliers of all tiers.

Substantial Completion - The time at which the Work has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended and only minor corrective items remain to be performed.

Supplementary General Conditions - The part of the Contract Documents which make additions, deletions, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, distributor, material man, or vendor having a direct contract with the Contractor or with any Subcontractor to furnish materials, equipment, or product to be incorporated in the Work by the Contractor or any Subcontractor.

Unilateral Change Order – (UCO) A Unilateral Change Order is issued when the Contractor and Owner do not agree upon an increase or decrease in the total bid amount or an extension or shortening in the Contract Time for work authorized by any given PCO. The UCO represents the Owner's determination of a fair and reasonable amount for the PCO work.

Unit Price Work – Work to be paid for on the basis of Unit Prices.

Utilities - All pipelines, conduits, ducts, cables, wires, tracks, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above the ground to furnish any of the following services or materials: water, sewage, sludge, drainage, fluids, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic control, or other control systems.

Total Bid Amount - Total Bid Amount shall have the same meaning as Contract Price.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES

- A. Contractor shall deliver a signed copy of the Agreement to Owner together with the performance and payment bonds and satisfactory proof that Contractor has obtained the policies of insurance required by Contract Documents within the time set forth in the Instructions to Bidders.

2.2 COPIES OF DOCUMENTS

- A. Owner will furnish to Contractor the required number of copies of the Contract Documents.

2.3 INITIAL CONFERENCE; PRELIMINARY SCHEDULE

- A. Within seven (7) days after issuance of the Notice of Award, Contractor shall attend a Pre-Construction Scheduling Conference as required by the OWNER.
- B. Seven (7) calendar days after the Preconstruction Scheduling Conference, the CONTRACTOR shall provide to the OWNER the Project Schedule.

C. Preliminary Schedule:

1. Within seven (7) calendar days after the Preconstruction Scheduling Conference, the CONTRACTOR shall submit to the OWNER'S AGENT the detailed plan of operations for the first thirty (30) calendar days of Work after Notice to Proceed (NTP), as well as a general approach for the remainder of the Work. The initial submittal of the Preliminary Project Schedule shall include 3 copies of the time scaled schedule covering at least the first 30 days after NTP. The schedule shall list activity, description, and duration. Any re-submittals of the preliminary project schedule shall be the same detail and quantity as the initial submittal.
2. The ARCHITECT, the INSPECTOR, and the CONTRACTOR shall meet within seven (7) calendar days after submittal of the Preliminary Project Schedule to review and make any necessary adjustments or revisions. The Preliminary Project Schedule, when revised, will represent the CONTRACTOR'S planned means, methods, and sequences for performance of the Work during the first thirty (30) calendar days after Notice to Proceed and is to be incorporated as the first thirty (30) calendar days of the CONTRACTOR'S Project Schedule.
3. The CONTRACTOR shall submit the revised Preliminary Project Schedule within seven (7) calendar days after the meeting, for approval by the ARCHITECT and the INSPECTOR.
4. At the same time, and as part of the submittal of the Preliminary Project Schedule, the CONTRACTOR shall submit to the ARCHITECT and the INSPECTOR, for approval, a schedule of manpower and costs assigned to each activity on the Preliminary Project Schedule. Costs assigned will generally conform to the CONTRACTOR'S bid item unit prices and such lump sum bid item breakdowns as the INSPECTOR shall approve. The schedule of manpower and costs shall be realistic and level so as to not have any unusual manpower requirements.
5. Submittal and approval of the Preliminary Project Schedule is a condition precedent to the issuance and payment of progress payments. Therefore, no progress payments will be made until the Preliminary Project Schedule has been approved by the ARCHITECT and the INSPECTOR.



6. The Preliminary Project Schedule shall be updated monthly as a part of the payment application process.

#### 2.4 COMMENCEMENT OF CONTRACT TIME; NOTICE OF AWARD

- A. The Contract Time will start to run on the date of Owner's issuance of the Notice to Proceed.

### ARTICLE 3 – INTENT AND USE OF CONTRACT DOCUMENTS

#### 3.1 INTENT

- A. The Contract Documents comprise the entire agreement between the Owner and the Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of California.
- B. It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any supervision, labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided whether or not called for specifically.
- C. When words or phrases that have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment, such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in Article 1 of the General Conditions.

#### 3.2 REFERENCE TO STANDARDS

- A. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code shall be effective to change the duties and responsibilities of the Owner from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, or any of Owner's consultants, agents, or employees any duty or authority to direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### 3.3 REVIEW OF CONTRACT DOCUMENTS

- A. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any

provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual, or code, or of any instruction of any supplier, Contractor shall report it to Owner in writing at once, and Contractor shall not proceed with the Work affected thereby (except in an emergency as authorized by Article 6.12) until a Clarification, Field Order, or Change Order to the Contract Documents has been issued.

### 3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Permits from other agencies as may be required by law
2. Change Orders
3. Agreement
4. Addenda
5. Drawings
6. Contractor's Bid (Bid Form)
7. Technical Specifications provided with the contract documents
8. Supplementary General Conditions
9. General Conditions
10. Referenced provisions of the following standard specifications: (i) Standard Specifications for Public Works Construction ("Greenbook", Current Edition with all Supplements thereto); (ii) Standard Plans for Public Works Construction (Current Edition); (iii) American Water Works Association Standards (Current Edition).
11. Invitation to Bid
12. Instructions to Bidders

B. With reference to the Drawings, the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda/Change Order drawings govern over any other drawings
4. Drawings govern over standard drawings

3.5 AMENDING CONTRACT DOCUMENTS

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by a Change Order (pursuant to Article 9), or other written amendment.

3.6 REUSE OF DOCUMENTS

- A. Neither the Contractor, nor any Subcontractor or supplier, nor any other person or organization performing any of the Work under a contract with the Owner shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the Work, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of Owner.

ARTICLE 4 – SITE OF THE WORK

4.1 AVAILABILITY OF LANDS

- A. The Owner will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner if required, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide all additional lands outside the limits of the Owner's lands and rights of way and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the Contractor shall not enter upon nor use any property not under the control of the Owner until a written temporary construction easement agreement (or similar agreement) has been executed by the Contractor and the property owner, and a copy of said easement furnished to the Owner prior to said use; and, the Owner will not be liable for any claims or damages resulting from the Contractor's trespass on or use of any such properties. The Contractor shall provide the Owner with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the Work.
- B. Work in the public right of way shall be done in accordance with the requirements of any permit issued by any public agency in whose right of way the Work is located in addition to conforming to the Contract Documents. If a permit is not required, the Work shall conform to the standards of the public agency involved in addition to conforming to the Contract Documents.

#### 4.2 REPORTS OF PHYSICAL CONDITIONS

- A. Subsurface Explorations: Reference is made to the Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the Site, if any. Said reports are provided to the Contractor for information only and are not part of the Contract Documents. Owner expressly does not warrant the accuracy or reliability of the technical data or opinions contained therein, and the Contractor relies on any information contained therein at its own risk.
- B. Existing Structures: Reference is made to the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except underground Utilities referred to in Article 14.10 herein) which are at or contiguous to the Site that have been utilized in the preparation of the Contract Documents.
- C. Neither the Owner, nor the Engineer makes any representation to the completeness of the reports or drawings referred to in Article 4.2 A or B above or the accuracy of any data or information contained therein.

#### 4.3 EXISTING CONDITIONS

- A. Contractor represents and warrants that it has carefully examined the site where the Work is to be performed and that it has familiarized itself with all conditions and federal, state and local laws, ordinances, rules and regulations that may affect in any manner the performance of the Work. The Contractor further represents that it has studied all surveys and investigation reports about sub-surface and latent physical conditions pertaining to the areas affected by the Work, including the location of underground utilities, connections to utilities, facilities or conditions and that it has performed all such additional surveys and investigations as it deems necessary to complete the Work. The location and type of existing utilities, when their presence can be inferred from other visible facilities, such as buildings, homes, meter and/or junction boxes on or adjacent to the site of the Work shall be considered and known to the Contractor and no additional compensation will be granted for their temporary support, relocation, removal and replacement.

#### 4.4 DIFFERING SITE CONDITIONS

- A. The Contractor shall make its own investigation, including investigatory explorations, excavations and inquiries with the area utility providers, and the appropriate regional notification center, as provided for in California Government Code Sections 4216, *et seq.*
- B. Contractor shall notify Owner, in writing, of the following unforeseen conditions, hereinafter called "Differing Site Conditions," promptly upon discovery of such conditions (but in no event later than 3 days after discovery) and before they are disturbed:
  - 1. Subsurface or latent physical conditions at the Site of the Work differing materially from those indicated, described, or delineated in the Contract Documents; and

2. Unknown physical conditions at the Site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- C. The Owner will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the Contractor, in writing, of the Owner's findings and conclusions.
- D. If the Owner concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 9 to reflect and document the consequences of the difference.
- E. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable only to the extent that they are attributable to any such difference. If the Owner and the Contractor are unable to agree as to the amount or length thereof, a claim may be made as provided in paragraph 9.9.
- F. The Contractor's failure to give written notice of Differing Site Conditions within 3 days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct, indirect or consequential in nature

#### 4.5 NOTICE OF LATENT OR HAZARDOUS CONDITIONS

- A. In accordance with Section 7104 of the Public Contract Code, where the contract specifications require digging trenches or excavating deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:
  1. Material that the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with applicable Laws and Regulations;
  2. Subsurface or latent physical conditions differing from those indicated in the plans and specifications; or
  3. Unknown physical conditions of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract specifications.
- B. Upon receipt of written notice by the Contractor of such conditions, the Owner may direct the Contractor to promptly investigate the conditions reported. The Contractor shall provide the services of a Geotechnical Engineer licensed in the State of California to immediately investigate the conditions encountered. The Owner may also make an independent investigation of the conditions encountered. If the Owner finds such conditions to exist and determines that an increase or decrease in the Contractor's cost of or time required for performance of the Work will result from the change in conditions, the Owner will issue a change order pursuant to the

procedures set forth in the Contract documents. The Contractor as directed by the Owner's Proposed Change Order will be required to provide the manpower and equipment to remove and dispose of hazardous materials in accordance with regulatory agencies requirements. This will require personnel specially trained in the handling of hazardous waste.

- C. In the event a dispute arises between the Owner and the Contractor as to whether the conditions materially differ, or involve hazardous wastes, or cause decrease or increase in the cost of or time required for performance of any part of the Work, the Contractor shall not be excused from the scheduled completion of the Work.

#### 4.6 REFERENCE POINTS AND SURVEYING

- A. The Contractor shall be responsible for laying out the construction and for performing all surveying necessary to complete the Project. All surveying shall be performed by qualified personnel possessing all licenses and/or registrations required by law.

### ARTICLE 5 – BONDS AND INSURANCE

#### 5.1 BONDS

- A. The Contractor shall furnish Performance and Payment Bonds using the required forms, each in the amount of the Contract Price. The performance bond shall remain in effect for the duration of the Agreement, including any warranty, repair or service period provided by the Contract Documents. The payment bond shall comply with the requirements of California Civil Code Sections 9550 and 9554.
- B. The performance and payment bonds shall be issued by sureties authorized to transact surety business by and in the State of California and having an A.M. Best rating of "A-" or better and a financial size category of VIII or more.
- C. If the surety on any Bond furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in California, is suspended or terminated, or if the surety's financial strength rating is significantly downgraded, Contractor shall within 7 days thereafter substitute another Bond and surety, meeting the requirements in Article 5.1.B, and acceptable to the Owner.

#### 5.2 INSURANCE

- A. Contractor shall purchase and maintain for the duration of the Work the policies of insurance described in the Supplementary General Conditions.
- B. All insurance required by the Contract Documents shall be obtained from insurance companies that are duly licensed and authorized by the State of California to issue insurance policies for the

required coverages and limits. Such insurance companies shall have a current A.M. Best's rating of at least "A-" and a financial size category of VIII or more.

- C. The Contractor shall provide Owner with certificates and original endorsements demonstrating that the required insurance has been obtained. Contractor shall provide copies of the policies upon Owner's request.
- D. The Contractor and its Subcontractors shall not commence or perform any Work unless the Contractor and each of its Subcontractors have in full force and effect all required insurance. Contractor shall be responsible for ensuring that all Subcontractors performing Project Work obtain and maintain all insurance required by law in connection with their presence and performance of Work for the Project.
- E. All deductible or self-insured retentions must be declared and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductible or self-retentions as they relate to the Owner or its directors, officers, employees, and agents, or the Contractor shall procure a bond guaranteeing payment of losses, investigation, claim and administration and defense expenses.
- F. Should the Contractor neglect to maintain the insurance under the Contract Documents, then it shall be lawful for the Owner to obtain and maintain such insurance, and the Contractor hereby appoints the Owner as its true and lawful attorney-in-fact to do all things necessary for this purpose. Should the Owner make such payments on behalf of the Contractor, any monies so paid shall be charged to the Contractor and shall be deducted from any payments due to the Contractor under the Contract documents.
- G. Nothing contained in these insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

## ARTICLE 6 – CONTRACTORS RESPONSIBILITIES

### 6.1 SUPERVISION AND SUPERINTENDENCE

- A. The Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and all safety precautions and programs incidental thereto. The Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- B. The Contractor shall designate in writing and keep on the Site at all times during the performance of the Work a technically qualified, English-speaking superintendent, who is an employee of the Contractor and who shall not be replaced without written notice to the Owner. The superintendent will be the Contractor's representative at the Site and shall have authority to act on

behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

- C. The Contractor's superintendent shall be present at the Site at all times while Work is in progress and shall be available by phone for emergencies 24 hours per day, 7 days per week. Failure to observe this requirement shall be considered suspension of the Work by the Contractor until such time as such superintendent is again present at the Site.

## 6.2 LABOR, MATERIALS, AND EQUIPMENT

- A. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall furnish, erect, and maintain the construction plant and remove any required temporary works. The Contractor shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any federally observed holiday without the Owner's and City's written consent. The Contractor shall apply to the Owner for this consent in writing a minimum of 24 hours in advance.
- B. Except as otherwise provided in this Article, the Contractor shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the Owner in writing. Additional compensation will be paid to the Contractor for overtime work only in the event extra work is ordered by the Owner and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.
- C. All increased costs of inspection and testing performed during overtime work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The Owner has the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the Contractor.
- D. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, lubricants, power, light, heat, telephone, water, sanitary facilities, and all other facilities, consumables, and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.
- E. All materials and equipment incorporated into the Work shall be of specified quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the Owner and the City. If required by the Owner, the Contractor shall furnish satisfactory evidence (including



reports of required tests) as to the source, kind and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the Owner, or any of its consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of these General Conditions, including Articles 8 or 9.

### 6.3 PROJECT SCHEDULE

- A. Contractor shall prepare, maintain and update the Project Schedule in accordance with the provisions of the Supplementary General Conditions SGC-6.3 PROJECT SCHEDULE AND SCHEDULE OF VALUES. Contractor acknowledges that time and its scheduling obligations are of the essence of this Agreement.

### 6.4 SUBSTITUTES OR "OR EQUAL" ITEMS

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function and quality required and the term "or equal" shall be deemed inserted. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other suppliers may be accepted by Owner under the following circumstances:
  - B. Or-Equal. If in Owner's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Owner as an "or-equal" item, in which case review and approval of the proposed item may, in Owner's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.
  - C. Substitute Items. If in Owner's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Article 6.4B, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Owner to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Owner from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Owner for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of

the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Owner in evaluating the proposed substitute. Owner may require Contractor to furnish additional data about the proposed substitute.

- D. Contractor's Expense. All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense.
- E. Substitute Construction Methods or Procedures. If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Owner, Contractor shall submit sufficient information to allow Owner, in Owner's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by Owner will be similar to that provided in Article 6.4C.
- F. Submission of Request; Owner's Evaluation. All substitution requests under Articles 6.4B and 6.4C must be submitted to Owner no later than twenty (20) calendar days after issuance of the Notice of Award or within thirty (30) calendar days of the date by which a decision by Owner is necessary to avoid delays to the Work for which the substitution is requested, whichever is earlier. Failure to make a request within the foregoing time shall constitute a waiver of Contractor's right to request such a substitution, if any. Owner will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Articles 6.4B and 6.4C. Owner will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without Owner's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute.
- G. If a substitution request is denied, Contractor shall perform the Work as specified and shall not be entitled to a change in the Contract Price or the Contract Price.

6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- A. The Contractor shall be responsible to the Owner for the acts and omissions of its Subcontractors, suppliers, and their employees to the same extent as Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this Article shall create any contractual

relationship between any Subcontractor and the Owner nor relieve the Contractor of any liability or obligation under the Contract Documents. The Contractor shall include these General Conditions and the Supplementary General Conditions as a part of all its subcontract and supply agreements and said Subcontractors shall agree to be bound by the terms of the Contract Documents as are applicable to the Subcontractor's Work.

- B. A copy of each subcontract relating to the Work will be made available to the Owner upon written request by the Owner.

#### 6.6 PERMITS

- A. Unless otherwise provided in the Supplementary General Conditions, the Contractor shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements shall not be made the basis for claims for additional compensation by Contractor. When requested, the Owner will assist the Contractor, in obtaining such permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. The Contractor shall pay all charges of utility owners for inspection or connections to the Work.

#### 6.7 PATENT FEES AND ROYALTIES

- A. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by the Owner in the Contract Documents. The Contractor shall defend, indemnify and hold Owner harmless from and against all claims and liabilities arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents in accordance with Article 6.17.

#### 6.8 LAWS AND REGULATIONS

- A. The Contractor shall observe and comply with all Laws and Regulations which in any manner affect those engaged or employed for the Work, the materials used in the Work, or the conduct of the Work. If any discrepancy or inconsistency should be discovered between the Contract Documents and any such Laws or Regulations, the Contractor shall report the same in writing to the Owner. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the Contractor to comply with all other

provisions of federal, state, and local laws and regulations. The Contractor's indemnification obligations for all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by Contractor or by its employees, Subcontractors or suppliers shall be in accordance with Article 6.17.

#### 6.9 TAXES

- A. The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the laws and regulations of the place of the Project which are applicable during the performance of the Work.

#### 6.10 USE OF PREMISES

- A. The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site, the land and areas identified in and permitted by the Contract Documents, and the other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements. The Contractor shall assume full liability and responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the Owner or City by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation at the Contractor's sole liability expense. The Contractor's indemnification obligations for all claims and liability, arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the Owner, City, their consultants, subconsultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the Contractor's performance of the Work shall be in accordance with Article 6.17.

#### 6.11 SAFETY AND PROTECTION

- A. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  1. All persons at the Site and other persons and organizations who may be affected thereby;
  2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the performance of the Work.
- B. The Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection including, but not limited to, all requirements of the State of California, Division of Industrial Safety (Cal/OSHA) regulations. The Contractor shall also be responsible to ensure Subcontractors' compliance with this Article. The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed.
- C. The Contractor shall develop and implement a project specific safety program and designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed next to the telephone in the Contractor's on-site job trailer. **Some but not all of the requirements of the Contractor's Safety Program shall be: a) Health and Injury Prevention Program, b) Heat Illness Prevention Procedures, c) Hazardous Communications Program, d) designated personnel trained in first aid for each contractor on site.**
- D. Materials that contain hazardous substances or mixtures may be required for the Work. A Material Safety Data Sheet shall be made available at the Site by the Contractor for every hazardous product used.
- E. Material usage shall strictly conform to OSHA safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
- F. The Contractor shall be responsible for the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- G. The Contractor shall notify Owner if it considers a specified product or its intended use to be unsafe. This notification must be given to the Owner prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the Work.
- H. Upon completion and before final acceptance of the Work, the Contractor shall clean all rights-of-way, streets, borrow pits, and all other grounds occupied in connection with the Work of all rubbish, excess materials, temporary structures, equipment, and all parts of the Work and grounds occupied shall be left in a neat and presentable condition. In the event that the Contractor fails to clean up as specified herein, clean up may be performed by the Owner at Contractor's expense.

6.12 EMERGENCIES

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

6.13 EXCAVATION PLANS FOR WORKER PROTECTION REQUIRED BY LABOR CODE

- A. Where applicable, the Contractor shall submit to the Owner for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The plan shall be prepared by a registered civil or structural engineer registered in the State of California. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with all governmental regulations and orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the General Industry Safety Orders promulgated by the Department of Industrial Relations, Division of Industrial Safety, or by such other agency with responsibility therefor.

6.14 SUBMITTALS AND SHOP DRAWINGS

- A. Contractor shall promptly submit all submittals, Shop Drawings and samples for Owner's prior review and acceptance in accordance with the Project Schedule and with sufficient promptness to avoid delaying the Work. Six (6) copies of each Shop Drawing shall be submitted.
- B. Shop drawings and submittals shall be complete in all respects and shall be accompanied by a letter of transmittal listing the drawings submitted. If the Shop Drawings show any deviations from the requirements of the Contract Documents, the deviations and the reasons therefor shall be set forth in the letter of transmittal. Drawings shall show the name of the Project, the name of the Contractor, and, if any, the names of suppliers, manufacturers, and Subcontractors. By submitting Shop Drawings, the Contractor represents that material, equipment, and other Work shown thereon conform to the plans and specifications, except for any deviations set forth in the letter of transmittal.
- C. Within ten (10) days after receipt of said drawings, Owner will return two of the copies of the Shop Drawings to the Contractor with any comments noted thereon. If so noted by the Owner, the Contractor shall correct the drawings and resubmit them in the same manner as specified for the original submittal. The Contractor in the letter of transmittal accompanying resubmitted Shop Drawings shall direct specific attention to revisions other than the corrections requested by the Owner on previous submittals.

- D. Review of Shop drawings and submittals by Owner is for the limited purpose of ensuring general conformity with the design concept of the Project, and general compliance with the plans and specifications only, and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment, and Work required by the Contract Documents; the proper fitting and construction of the Work; the accuracy and completeness of the Shop Drawings; selecting fabrication processes and techniques of construction; and performing the Work in a safe manner.
- E. No portion of the Work requiring a Shop Drawing submittal shall be commenced until the submittal has been reviewed by the Owner and returned to the Contractor with a notation indicating that resubmittal is not required.
- F. If the Contractor believes that any Shop Drawing or communication relative thereto calls for changes in the Work for which the Contract Price or Contract Time should be changed, Contractor shall provide written notice to Owner within five (5) days of receipt thereto. Contractor's failure to provide such notice shall constitute a waiver of any right it may have otherwise had to seek an adjustment in the Contract Price or the Contract Time.

#### 6.15 CONTINUING THE WORK

- A. The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Owner may otherwise agree in writing.

#### 6.16 CONTRACTOR'S WARRANTY

- A. Contractor warrants to Owner that the Work, including all materials and equipment furnished for the Project, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship for a period of one (1) year following Substantial Completion.

EXTERIOR PAINTING: Contractor warrants to Owner that the Work, preparation and installation, including all materials for Exterior Painting is in conformance with the Contract Documents and free of defects in materials and workmanship for a period of three (3) years following Substantial Completion.

- B. The one year warranty-period is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Contractor's obligations under the Contract Documents or at law.
- C. Contractor's warranty is not intended to limit any manufacturers or other warranty which provides greater rights than Contractor's warranty hereunder. Contractor shall take all steps necessary to assign such warranties to Owner prior to completion of the Project.

D. Contractor shall, within seven (7) days of receipt of written notice from Owner during the warranty period that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work or the Project affected by the nonconforming Work. If Contractor fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents or law, may provide Contractor with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Contractor shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day periods identified herein shall be deemed inapplicable.

1. Contractor's failure to perform its warranty obligations shall entitle Owner to seek recourse from Contractor's performance bond surety.
2. Contractor shall be liable to Owner for all costs, expenses and damages of any kind, including cost of correction work, incurred by Owner as a result of Contractor's breach of its warranty obligations hereunder.

E. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Owner or Engineer;
2. Recommendation by Owner or payment by Owner of any progress or final payment;
3. The issuance of a Certificate of Completion by the Owner;
4. Use or occupancy of the Work or any part thereof by the Owner;
5. Any acceptance by Owner or any failure to do so;
6. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Owner;
7. Any inspection, test, or approval by others; or
8. Any correction of Defective Work by Owner.

#### 6.17 INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the Owner, the City, their consultants, subconsultants, and their officers, directors, employees, and agents from and against any and all claims, demands, liability, suits,



damages arising from or relating to Contractor's performance of the Work excepting only such claims arising from the sole active negligence or willful misconduct of the Owner. Such indemnification by the Contractor shall include, but not be limited to, the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor, its employees, or agents;
  2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees or agents engaged in the Work resulting in actions brought by or on behalf of such employees against the Owner;
  3. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the Contractor or Subcontractors, or their employees or agents;
  4. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees, or agents in the performance of this Agreement of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;
  5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner or any other parties by the Contractor, its employees, or agents;
  6. Liability or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees, or agents;
  7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the Contractor;
  8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the Contractor, Subcontractors, suppliers, or any of their employees or agents, and;
  9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the Owner, the City, their consultants, subconsultants, and the officers, directors, employees and agents of each or any of them, to the extent caused by the Contractor's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or areas contiguous thereto or its performance of the Work thereon.
- B. The Contractor shall reimburse the Owner for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs including all costs of appeals) incurred by Owner in enforcing the provisions of this Article.
- C. The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of insurance carried by Contractor or by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or

other person or organization under workers' compensation laws, disability benefit laws, or other employee benefit laws.

#### 6.18 CONTRACTOR'S DAILY REPORTS

- A. The Contractor shall complete a daily report indicating location worked, total manpower for each construction trade including names and zip codes of employees, major equipment on Site, each Subcontractor's manpower and equipment, weather conditions, and other related information involved in the performance of the Work. The daily report shall comment on the daily progress and status of each major component of the Work and be provided to the OWNER by noon the following day.

#### 6.19 THE CITY AND OTHER GOVERNMENTAL ENTITIES

- A. The Contractor acknowledges that all Work herein is subject to and conditioned upon the approval and acceptance of the Work by the Owner. The City and other governmental entities may have input into the approval and acceptance of the Work by the Owner. The Contractor represents that it has taken into account any reasonable delays or other impacts to the Work which might result from obtaining such acceptance and approval by the Owner, the City, and other governmental entities in entering into this Agreement, and agrees that any such impacts shall not entitle it to an adjustment to either the Contract Price and/or Contract Time. The Contractor further agrees that in the event of any unreasonable delays or other impacts to the Work resulting from obtaining such acceptance and approval by the Owner, the City, and other governmental entities, its sole remedy shall be an adjustment to the Contract Time in accordance with the Contract Documents, and that in no event shall the Contractor be entitled to an adjustment to the Contract Price as a result of any such unreasonable delays or other impacts.

### ARTICLE 7 – OTHER WORK

#### 7.1 RELATED WORK AT SITE

- A. The Owner may perform other work related to the Project at the Site by the Owner's and/or own forces, have other work performed by utility owners, or let other direct contracts for such other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the Contractor prior to starting any such other work.
- B. The Contractor shall afford each person who is performing the other work (including the Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with their work. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come

together and properly integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Owner and the others whose work will be affected.

- C. If the proper execution or results of any part of the Contractor's Work depends upon such other work by another, the Contractor shall inspect and report to the Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work except for latent defects and deficiencies in the other work.

## 7.2 COORDINATION

- A. If the Owner contracts with others for the performance of other work at the Site, Owner will have sole authority and responsibility in respect of such coordination unless otherwise provided in the Supplementary General Conditions.

## ARTICLE 8 – OWNER'S RESPONSIBILITIES

### 8.1 COMMUNICATIONS

- A. Except as may be otherwise provided in these General Conditions or the Supplementary General Conditions, the Owner will issue all its communications to the Contractor through its authorized representative.

### 8.2 PAYMENTS

- A. Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents.

### 8.3 LANDS, EASEMENTS, AND SURVEYS

- A. The Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Articles 4.1 and 4.6.

### 8.4 REPORTS AND DRAWINGS

- A. The Owner will identify and make available to the Contractor copies of reports of physical conditions at the Site and drawings of existing structures which have been utilized in preparing the Contract Documents, if any, as set forth in Article 4.2.

8.5 LIMITATION ON OWNER'S RESPONSIBILITIES

- A. Except as specifically provided in the Contract Documents, neither the Owner nor the City shall have any responsibility to supervise, direct or have control or authority over, nor be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

ARTICLE 9 – CHANGES

9.1 GENERAL

- A. Without invalidating the Agreement and without notice to any surety, the Owner may at any time or from time to time, order additions, deletions, or revisions in the Work. Such additions, deletions or revisions will be authorized by a Proposed Change Order Unilateral Change Order, Change Order or Field Order. Upon receipt of any such document, Contractor shall promptly proceed to implement the additions, deletions, or revisions in the Work in accordance with the applicable conditions of the Contract Documents.
- B. The Contract Price and Contract Time may be modified only by written Change Order.
- C. Except where the Contract Documents require a shorter notice period, Contractor shall provide written notice to Owner within ten (10) days of the start of any event or circumstance, including without limitation any direction received from Owner and any alleged defect or ambiguity in the Contract Documents, for which Contractor believes it is entitled to a change in the Contract Price or the Contract Time. Contractor shall submit a change order request to Owner within twenty (20) days after the date of the initial notice explaining in detail the amount of the proposed change in the Contract Price or Contract Time and including all supporting documentation. The request shall describe all costs and all changes to the Project Schedule. Contractor's failure to provide the notices required under this Article shall be deemed a waiver of Contractor's right to seek a change in the Contract Price or Contract Time.
- D. If notice of any change in the Work is required to be given to a surety, the giving of any such notice shall be the Contractor's responsibility. If the change in the Work affects the Contract Price, the Owner may require an adjustment to the amount of any applicable Bond and the amount of each applicable Bond shall be adjusted accordingly.
- E. If the Owner and Contractor agree as to the extent, if any, of an increase in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of an order the Owner issues or change order request, the Contractor shall proceed so as to minimize the impact on and delays to the Work pending the issuance of a Change Order.

- F. If the Owner and the Contractor are unable to agree as to the extent, if any of an increase in Contract Price or an extension or shortening of the Contract Time, or the Contractor fails to respond to requests for changes in a timely fashion, or fails to provide adequate back-up or justification of costs for the change, or when the Contractor fails to negotiate in good faith or if delay in making the change could impact the price of the change or the project completion, the Owner, at its sole option, may issue a Unilateral Change Order (UCO) directing the Contractor to proceed with the work and the Contractor shall perform the changed work. The UCO will specify a price, and if applicable a time extension, determined reasonable by the Owner. If the Contractor fails to sign such UCO, Contractor may submit a claim for the difference; Contractor shall proceed promptly to perform the Work called for by the change order in question.

## 9.2 CHANGES IN THE CONTRACT PRICE

- A. The Contract Price is all-inclusive and constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to complete the Work shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. At the option of the Owner, the value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved.
  2. By lump sum, where in addition to the direct expenditures for labor, materials and equipment, a lump sum will be paid for all overhead and profit, which includes: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

Contractor direct labor	20%
Contractor direct materials, equipment, other items and expenditures	15%
Subcontractor (of any tier) direct labor	20%
Subcontractor (of any tier) direct materials, equipment, other items and expenditures	15%
Contractor administrative fee for subcontractors' (of any tier) direct labor, materials, equipment, other items and expenditures	5%
Allowable Bond Cost	2%

3. On the basis of the cost of work (determined as provided in Article 9.4) plus the Contractor's overhead and profit (determined as provided in Article 9.5).
4. By issuance of a UCO in accordance with Article 9.1F.

C. All quotations for proposed change orders for extras, changes, additions, or deletions to the Work shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ARCHITECT. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ARCHITECT allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for additional cost, a claim or a time extension under the Contract.

D. The ARCHITECT'S request for quotation on a proposed change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ARCHITECT, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

E. It is the intent of the OWNER to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph will be incorporated, in writing, on all Change Orders:

"The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and

agrees on behalf of himself, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact(s) on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract.”

### 9.3 COSTS RELATING TO WEATHER

- A. The Contractor shall have no claims against the Owner for damages for any injury to Work, materials, or equipment, resulting from the action of the elements. If, however, in the opinion of the Owner, the Contractor has made all reasonable efforts to protect the materials, equipment, and Work, the Contractor may be granted a reasonable extension of Contract Time to make proper repairs, renewals, and replacements of the Work, materials, or equipment.

### 9.4 COST OF WORK (BASED ON TIME AND MATERIALS)

- A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Article 9.6. The Contractor shall proceed with changed work on a time and material basis only if so directed by the Owner.
- B. Labor: The costs of labor will be the actual cost for wages prevailing for each craft or type 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. Labor costs for equipment operators and helpers will be paid only when such costs are not included in the invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Indirect labor costs including superintendence shall be considered part of the markup set out in Article 9.5.
- C. Materials: The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the Site in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:

1. All trade discounts and rebates shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained;
2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Owner. Except for actual costs incurred in the handling of such materials, markup will not be allowed;
3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the Site, whichever price is lower; and
4. If in the opinion of the Owner the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the Site less trade discount. The Owner reserves the right to furnish materials for the extra work and no claim will be allowed by the Contractor for costs and profit on such materials.

D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment will be the rate resulting in the least total cost to the Owner for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the Owner. The Contractor will furnish cost data which will assist the Owner in the establishment of the rental rate. Such information may be supplemented by rental rate information from other sources. Payment for equipment shall be subject to the following:

1. All equipment shall, in the opinion of the Owner, be in good working condition and suitable for the purpose for which the equipment is to be used;
2. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Owner, in duplicate, a description of the equipment and its identifying number;
3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer;
4. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, will be considered to be small tools and no payment will be made therefor.

E. Equipment Rental Time: The rental time to be paid for equipment on the Site will be the time the equipment is in productive operation on the extra work being performed and, in addition, will



include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the Site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the Site of the extra work on other than the extra work. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment on the work Site will be computed subject to the following:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation will be considered to be half-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation;
2. When daily rates are listed, any part of a day less than 4 hours operation will be considered to be half-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the Contractor will be paid for the equipment and operator, as set forth in Articles 9.4E3, 9.4E4, and 9.4E5;
3. Payment for the equipment will be made in accordance with the provisions in Article 9.4D, herein;
4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the Site, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Article 9.4B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages; and
5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Article 9.4.

#### 9.5 CONTRACTOR'S OVERHEAD AND PROFIT

- A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the Owner, plus allowances for overhead and profit. The allowance for overhead and profit will include full compensation for superintendence, taxes, field office expense, extended overhead, home office overhead, license and inspection fees, bond premiums and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Article 9.4. The allowance for said overhead and profit shall be fifteen percent (15%).
- B. It is understood that labor, materials, and equipment for extra work may be furnished by the Contractor or by the Subcontractor on behalf of the Contractor. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein will be applied to the labor,

materials, and equipment costs of the Subcontractor, to which the Contractor may add 5 percent of the Subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors, the 5 percent increase above the Subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only.

#### 9.6 EXCLUDED COSTS

A. The term "cost of the work" shall not include any of the following:

1. Payroll costs and other compensation of Contractor's officers, executives, proprietors, partners, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, secretaries and other personnel employed by Contractor whether at the Site or in Contractor's principal or a branch office for general administration of the Work all of which are to be considered administrative costs covered by the Contractor's allowance for overhead and profit;
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site;
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments;
4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same;
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property; and
6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Article 9.4.

#### 9.7 CONTRACTOR'S EXTRA WORK REPORT

A. In order to be paid for any work for which Contractor believes it is entitled to a change in the Contract Price, the Contractor must maintain and submit a daily extra work report to Owner. The report must describe the nature and scope of the work performed, the work performed by each employee and the number of hours of work performed, each piece of equipment utilized and the number of hours during which the equipment was utilized and the type and quantity of materials used in the performance of the extra work. Each extra work report must be signed by the Contractor and presented to the Owner's representative for signature at the end of each day on which such extra work is performed so that any questions concerning the amount of extra work performed can be accurately resolved in the field. Failure to submit extra work reports as required shall be deemed a waiver of Contractor's right to seek compensation for such extra work. Owner's approval of any extra work report shall only constitute a verification of actual

work performed and shall not constitute an agreement or representation that Contractor is entitled to an adjustment in the Contract Price or Contract Time.

- B. If requested by the Owner, the Contractor shall produce any books, vouchers, memoranda, or other records which will enable the Owner to determine the true, necessary cost of work and materials to be paid for. In no case of cost-plus work ordered by Owner shall additional payment be made to the Contractor due to overtime or holiday wages paid by them in connection with such cost-plus work unless specifically ordered and agreed to in writing by the Owner, and then only to the extent extra payment is regularly being made up by the Contractor for overtime or holiday work of a similar nature in the same locality. No payment will be made for work not verified by the Owner.

#### 9.8 CHANGES IN THE CONTRACT TIME

- A. The Contract Time and all notice periods stated in the Contract Documents are of the essence of the Agreement.
- B. When Contractor is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of Contractor, the Contract Time (or Milestones) will be extended in an amount equal to the time lost on the critical path of the Work due to such delay as demonstrated by a critical path analysis. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner; acts or neglect of Owner's other contractors; and fires, floods, epidemics, abnormal weather conditions, or acts of God. Delays attributable to and within the control of any Subcontractor or supplier shall be deemed to be delays within the control of the Contractor.
- C. In no event will Owner be liable to Contractor, any Subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them, for any increase in the Contract Price or other damages arising out or resulting from the following:
1. Delays caused by or within the control of Contractor; or
  2. Delays beyond the control of both Owner and Contractor including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God.
  3. Delays which do not impact the critical path of the Work.
- E. The Contractor's construction schedule shall anticipate delay due to adverse weather conditions for Los Angeles County, California. The number of days of anticipated delay is set forth in the Supplementary General Conditions.

#### 9.9 CLAIMS/DISPUTES

- A. In the event of a dispute concerning a differing site condition, a change in the Work, defective work, a Change in the Contract Price or a Change in the Contract Time, the Contractor shall

provide written notice of a claim or the dispute to the CM and Owner describing the nature of the dispute, references to controlling provisions of the Contract Documents and/or Laws and Regulations. Such written notice must be provided to the CM and Owner no later than ten (10) days after the start of the event or circumstances giving rise to the claim or dispute. All supporting documentation (including daily reports, extra work reports, correspondence, analysis of impact to the critical path, etc.), and any requested relief, including the claim to the adjustment(s) in the Contract Price (including direct, indirect, consequential and costs of any nature or kind, including any claimed or potential cumulative impacts or delays to the critical path) or Contract Time must be provided within 20 days after the foregoing written notice is provided. In the event Contractor contends that all such supporting documentation cannot be provided at that time, Contractor shall provide supporting documentation that can be provided and a detailed explanation why complete documentation or support cannot be timely provided. In no event shall complete supporting documentation be provided later than 60 days after the start of the event or circumstances giving rise to the claim or dispute. The parties shall meet in person no more than ten (10) days after the receipt of any supporting documentation to attempt to resolve the dispute, or such other time as the parties may agree. The meeting shall be attended by representatives of all affected parties with authority to resolve the claim or dispute on their party's behalf. Given that time is of the essence, Contractor waives any claim to an adjustment in the Contract Price or Contract Time if Contractor fails to comply with the requirements for any such adjustment, including the foregoing deadlines.

## ARTICLE 10 – INSPECTIONS AND TESTS, CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

### 10.1 NOTICE OF DEFECTIVE WORK

- A. Prompt notice of Defective Work known to the Owner will be given to the Contractor. All Defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article. Defective Work may be rejected even if approved by prior inspection.

### 10.2 ACCESS TO WORK

- A. Owner, City, their consultants, subconsultants, other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

### 10.3 INSPECTIONS AND TESTS

- A. The Contractor shall give the Owner's site representative not less than 24 hours or more where otherwise specified, written notice of readiness of the Work to witness all required inspections,

tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

- B. Intentionally blank.
- C. If Laws and Regulations of any public body having jurisdiction require any Work (or any part thereof) to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals; pay all costs in connection therewith; and furnish the Owner the required certificates of inspection or approval.
- D. The Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required by the Owner or for the Owner's acceptance of materials or equipment to be incorporated in the Work or acceptance of materials, mix designs, or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the Owner.
- E. The Owner will make, or have made, such inspections and tests as the Owner deems necessary to see that the Work is being accomplished in accordance with the requirements of the Contract Documents. In the event such 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 Owner, as well as the cost of subsequent re-inspection and retesting. Neither observations by the Owner nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligation to perform the Work in accordance with the Contract Documents.
- F. If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Owner, it must, if requested by the Owner, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Owner's site representative not less than 24 hours written notice of the Contractor's intention to perform such test or to cover the same and the Owner has not acted with reasonable promptness in response to such notice.
- G. If any Work is covered contrary to the written request of the Owner, it must, if requested by the Owner, be uncovered for the Owner's observation and recovered at the Contractor's expense.
- H. If the Owner considers it necessary or advisable that covered Work be observed by the Owner or inspected or tested by others, the Contractor, at the Owner's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the Owner may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is Defective Work, the Contractor shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to, fees and charges of engineers, architects, attorneys, and other professionals. However, if such Work is not found to be Defective Work, the Contractor will be allowed an increase in the Contract Price or an

extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefor as provided in Article 9.

#### 10.4 OWNER MAY STOP THE WORK

- A. If Defective Work is identified, the Owner may order the Contractor to stop performance of the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

#### 10.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

- A. If required by the Owner, the Contractor shall promptly either correct all Defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Owner, remove it from the Site and replace it with non-defective Work. The Contractor shall bear all direct, indirect, and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby.

#### 10.6 ACCEPTANCE OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of Defective Work, the Owner prefers to accept the Defective Work, the Owner may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the Owner's evaluation of and determination to accept such Defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the Owner shall be entitled to an appropriate decrease in the Contract Price.
- B. Notwithstanding the Owner's or the City of Pico Rivera's observation of the Work, said observation shall not relieve Contractor of its obligations to fulfill the requirements of the Contract Documents.

#### 10.7 OWNER MAY CORRECT DEFECTIVE WORK

- A. If the Contractor fails within seven (7) days after receipt of written notice from the Owner to correct Defective Work, or to remove and replace Defective Work as required by the Owner in accordance with this Article, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the Owner may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency.
- B. In exercising the rights and remedies under this Article, the Owner shall proceed with corrective and remedial action. In connection with such corrective and remedial action, the Owner may

exclude the Contractor from all or part of the Site, take possession of all or part of the Work, and suspend the Contractor's services related thereto and incorporate in the Work all materials and equipment for which the Owner has paid the Contractor whether stored at the Site or elsewhere. The Contractor shall provide the Owner, Owner's representatives and the City access to the Site to enable Owner to exercise the rights and remedies under this Article.

- C. All direct, indirect, and consequential costs and damages incurred by the Owner in exercising the rights and remedies under this Article will be charged against the Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, the Owner may make a claim therefor as provided in Article 10. Such claim will include, but not be limited to, all costs of repair or replacement of work of others, destroyed or damaged by correction, removal, or replacement of Contractor's Defective Work and all direct, indirect, and consequential damages associated therewith.
- D. The Contractor shall not be allowed an extension of Contract Time (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Article.

#### 10.8 CORRECTION PERIOD

- A. The correction period for Defective Work shall be the longer of:
  - 1. One year after the date of final acceptance;
  - 2. Such time as may be prescribed by Laws and Regulations;
  - 3. Such time as specified by the terms of any applicable special guarantee required by the Contract Documents; or
  - 4. Such time as specified by any specific provision of the Contract Documents.
- B. If, during the correction period as defined in Article 10.8A, any work is found to be Defective Work, the Owner shall have the same remedies as set forth in this Article.
- C. Where Defective Work (and damage to other work resulting therefrom) has been corrected, removed, or replaced under this Article, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

#### ARTICLE 11 – PAYMENTS TO CONTRACTOR AND COMPLETION

##### 11.1 SCHEDULE OF VALUES

- A. Payments to Contractor shall be based on the progress of the Work reflected by the Project Schedule and Schedule of Values.

## 11.2 AMOUNT OF PROGRESS PAYMENTS

- A. Subject to the provisions of this Article and the Contract Documents, Owner shall make monthly Progress Payments to Contractor equal to the sum of the following:
1. Cost of the Work in permanent place as of the end of the immediately preceding month. Cost of the Work shall refer to the portion of the Contract Price applicable to Work performed by Contractor as of the end of the immediately preceding month based on the updated Project Schedule and Schedule of Values submitted with Contractor's Application for Progress Payment.
  2. Plus cost of materials not yet permanently incorporated in the Work, subject to Article 11.4B.
  3. Less amounts previously paid and previously withheld as retention.
  4. Less 5% to be withheld by OWNER as retention.
  5. Less such other amounts Contractor is entitled or required to withhold under the Contract Documents or applicable laws or regulations.

## 11.3 SUBMISSION OF APPLICATIONS FOR PROGRESS PAYMENTS

- A. On or before the tenth (10th) day of each month after issuance of the Notice to Proceed, Contractor shall submit its Progress Payment Application to Owner for Owner's review and approval.

## 11.4 FORM AND APPROVAL OF APPLICATIONS FOR PROGRESS PAYMENTS

- A. Form of Progress Payment Application. Progress Payment Applications shall be in a form acceptable to Owner and shall include, as a minimum, the following:
1. Contractor's updated Project Schedule.
  2. Amounts for which payment is being requested on behalf of Subcontractors.
  3. Conditional Waivers and Releases Upon Progress Payments executed by Contractor and all Subcontractors for whom payment is being requested and Unconditional Waivers and Releases Upon Progress Payments executed by Contractor and all Subcontractors for whom payment was requested in any previous Progress Payment Application and for which payment was made.
  4. The Application shall identify the Contract Price, the amounts of all approved Change Orders, total amount paid by Owner to date, total amount withheld to date by Owner as retention, amount of current Application for Payment, and amount to be withheld as retention from Current Application for Payment.
  5. Amounts for which payment is request pursuant to Article 11.4B.



6. The value of materials and equipment stored on site which have not been incorporated into the Work, and less a deductive adjustment for materials and equipment installed which were not previously incorporated in the Work, but for which payment was allowed pursuant to this section.
  7. Owner may, at its discretion, request the submission of certified payroll records and certifications by Contractor and Subcontractors as a condition precedent to Owner's obligation to make any Progress Payment.
  8. Submit photographs with each payment application per Section 1380 and marked up drawings colored and annotated to show progress of the work commensurate with the payment application.
  9. Contractor shall submit any additional supporting information reasonably requested by Owner.
- B. Materials Not Yet Incorporated in the Work. The Application for Payment may request payment for the value of equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Project site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance, and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances. The value of materials stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Schedule of Values. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000 and will become a permanent part of the Work. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the Contractor has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the Owner's interest therein, all of which will be satisfactory to the Owner.
- C. Contractor's Representation. The Application for Payment shall constitute Contractor's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work which is the subject of the Application for Payment, as well as risk of loss, will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Contractor's receipt of payment, whichever occurs earlier.
- D. Owner's Right to Withhold. Approval of any part of a Progress Payment Application may be withheld, and all or part of a previous Progress Payment Application may be nullified and withheld from a current payment, on account of any of the following:
1. Defective or damaged Work.
  2. Costs incurred by Owner to correct Defective Work or to repair damage caused by Contractor to the Project.

3. Third party claims against Owner arising from Contractor's breach of its obligations under the Contract Documents or applicable laws and regulations.
  4. Stop Notices.
  5. A reasonable doubt that the Work can be completed within the Contract Time and a failure by Contractor to undertake corrective measures.
  6. Failure of Design Builder to submit materials required to be submitted with Progress Payment Applications.
  7. Liquidated Damages as provided by this Agreement.
- E. Review of Applications for Progress Payments; Owner's Right to Audit. The Owner will indicate in writing the Owner's reasons for refusing to make all or part of any requested progress payment. Thereafter, Contractor may make the necessary corrections and resubmit the Application for Progress Payment. If Owner still disagrees with a portion of the Application, Contractor shall resubmit its Application for Progress Payment separately identifying all amounts in dispute and Owner shall pay all undisputed amounts currently due, if any. Owner shall have the right upon reasonable request to audit Contractor's books and records regarding any request for payment under the Contract Documents.
- F. Payment of Progress Payment. Subject to the withholding provisions of Article 11.4D and Owner's review under Article 11.4E, and subject also to other applicable provisions of this Article and the Contract Documents, Owner will pay undisputed and properly submitted Progress Payment Applications no later than thirty (30) days after receipt thereof.
- G. Joint Checks. Owner shall have the right, at its discretion, to pay any amounts due Contractor, which include amounts due from Contractor to Subcontractors or suppliers of any tier, by joint check.
- H. No Waiver/Acceptance. Progress payments made by Owner shall not constitute acceptance of Defective Work or a waiver of any of Owner's rights or remedies under the Contract Documents with regard to any Work for which such payment was made.
- 11.5 SUBSTITUTION FOR CONTRACT RETENTION
- A. Pursuant to Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any money withheld by the Owner to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner or with a state or federally chartered bank in California as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract.
- B. Alternatively, the Contractor may request and the Owner shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall

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

- C. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

#### 11.6 CONTRACTOR'S WARRANTY OF TITLE

- A. The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by an Application for Payment, whether incorporated in the Work or not, will pass to the Owner no later than the time of payment, free and clear of all liens.

#### 11.7 SUBSTANTIAL COMPLETION

- A. Contractor shall notify the Owner in writing when it reasonably believes that the Work is Substantially Complete. Within a reasonable time thereafter, Owner and Contractor shall inspect the Work to determine the status of completion. If the Owner does not consider the Work substantially complete, the Owner will notify the Contractor in writing giving the reasons therefor and Contractor shall promptly correct all items identified by Owner. If Owner agrees that the Work is Substantially Complete, Owner will provide Contractor with a punch list identifying all remaining minor corrective items. Contractor will provide written notice to Owner when all remaining corrective items have been completed. Contractor and Owner shall repeat the above procedure until all items are completed to Owner's satisfaction.

#### 11.8 PARTIAL UTILIZATION

- A. The Owner shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the Work. Whenever the Owner plans to exercise said right, the Contractor will be notified in writing by the Owner, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.
- B. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all of the Work shall be borne by the Contractor. Upon issuance of said written Notice of Partial Utilization, the Owner will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice.

- C. The Contractor shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been partially utilized by the Owner, and the Contractor's one year correction period shall commence only after the date of Substantial Completion for the Work.

#### 11.9 FINAL APPLICATION FOR PAYMENT

- A. After the Contractor has completed all of the remaining Work items referred to in Article 11.7 and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, as-built drawings and specifications, marked-up record documents and other documents, all as required by the Contract Documents, and after the Owner has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents for the making of Progress Payments, together with complete and legally effective releases or waivers (satisfactory to the Owner) of all liens, stop notice rights, and payment bond rights, arising out of or filed in connection with the Work.

#### 11.10 FINAL PAYMENT AND ACCEPTANCE

- A. After the Contractor has completed all of the remaining Work items referred to in Article 11.7, Contractor shall submit its Application for Final Payment and Release of Retention. Contractor's Application shall set forth the following information as a minimum:
1. Cost of the Work in permanent place as of the end of the immediately preceding month as shown in the updated Project Schedule and Schedule of Values submitted with Contractor's Application.
  2. Less amounts previously paid and previously withheld as retention.
  3. Amount currently due.
  4. Itemized list of disputed amounts, if any.
- B. Contractor's Application for Final Payment shall be accompanied by the following:
1. Conditional Waivers and Releases Upon Final Payment executed by Contractor and by all Subcontractors for whom payment is requested.
  2. All manufacturers, warranties for equipment and materials installed at the Project.
  3. Final as-built record drawings and specifications reflecting the Project as actually constructed and all operating and maintenance manuals.
  4. Contractor's final Project Schedule reflecting the progress and completion of the Work as actually performed.

5. Owner, in its discretion, may request Contractor to submit certified payroll records as a condition to making final payment.
- C. Owner shall be entitled to withhold from any final payment to Contractor any amounts described in Article 11.4D.
- D. In the event of a dispute between the Owner and the Contractor over the amount due, the Owner may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- E. Subject to the provisions of the Contract Documents, Owner shall make final payment of undisputed amounts to Contractor no later than sixty (60) days after Owner's receipt of Contractor's properly submitted Application for Final Payment.
- F. Within 21 days of receipt of Final Payment, Contractor shall provide Unconditional Waivers and Releases upon Final Payment from Contractor and all Subcontractors.

## ARTICLE 12 – SUSPENSION OF WORK AND TERMINATION

### 12.1 SUSPENSION OF Work BY OWNER

- A. The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to the Contractor. The Contractor shall comply immediately with any written order to suspend the Work. The Contractor shall take all necessary steps to protect the Work in progress, any materials and equipment on the site of the Work, and any materials delivered to the Contractor which are to be incorporated into the Work during the period of suspension. The Contractor shall resume the Work on receipt of a notice of resumption of work. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes an approved claim therefor as provided in Article 9.

### 12.2 TERMINATION OF AGREEMENT BY OWNER FOR DEFAULT

- A. In the event of default by the Contractor, the Owner may give seven (7) days written notice to the Contractor of Owner's intent to terminate the Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default within a specified period of time. It will be considered a default by the Contractor whenever Contractor shall:
  1. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors or if a receiver is appointed on account of its insolvency or if it files a petition to take advantage of any debtors act;
  2. Disregard or violate the Laws or Regulations of any public body having jurisdiction;
  3. Fail to provide materials or workmanship meeting the requirements of the Contract Documents;

4. Disregard or violate provisions of the Contract Documents or Owner's instructions;
  5. Fail to prosecute the Work according to the approved progress schedule;
  6. Fail to provide a qualified superintendent, competent workmen, or materials or equipment meeting the requirements of the Contract Documents; or
  7. Fail to make prompt payment to Subcontractors for material or labor.
- B. If the Contractor fails to remedy the conditions constituting default within the time allowed, the Owner may then issue the notice of termination. In such case, Contractor shall not be entitled to receive any further payment until the Work is completed
- C. Upon termination as provided above, the Owner shall immediately give written notice to the surety and the Contractor, and the surety shall have the right to take over and perform the contract; provided, however, that if the surety within fifteen (15) days after receipt of a notice of termination does not notify the Owner in writing of its intention to take over and perform the contract or Work, or does not commence performance of the contract or Work within thirty (30) days from the date of serving said notice, the Owner may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and their surety shall be liable to the Owner for any excess cost or other damage occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plants, and other property belonging to the Contractor that may be on the site of the Work or on any other property of the Owner and necessary for the Work. For any portion of such Work that the Owner elects to complete by furnishing its own employees, materials, tools, and equipment, the Owner shall be compensated for such in accordance with the schedule of compensation for time and materials Work in Article 9.
- D. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including, but not limited to, all costs to Owner arising from professional services and attorneys' fees and all costs generated to insure or bond the work of substituted contractors or Subcontractors utilized to complete the Work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner promptly upon demand; on failure of Contractor to pay, the Surety shall pay on demand by Owner. Any portion of such difference not paid by Contractor or surety within thirty (30) days following the mailing of a demand for such costs by Owner shall earn interest at the rate of ten percent (10%) per annum or the maximum rate authorized by California law, whichever is lower.
- E. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Owner.

12.3 TERMINATION OF AGREEMENT BY OWNER FOR CONVENIENCE

- A. Upon seven days' written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy of the Owner, elect to terminate the Agreement. In such case, the Contractor shall be paid (without duplication of any items):
1. For completed and acceptable Work executed in accordance with the Contract Documents, prior to the effective date of termination, including fair and reasonable sums for overhead and profit of such Work;
  2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  3. For all reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and
  4. For reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

ARTICLE 13 – MISCELLANEOUS

13.1 GIVING NOTICE; AUTHORIZED REPRESENTATIVES

- A. Any notice required or given under the contract shall be in writing, be dated, and signed by the party giving such notice or their duly authorized representative, and be transmitted to the other party's authorized representative using the fastest method warranted by the circumstances that provides for proof of delivery.
- B. All mailed notices shall be in sealed envelopes, shall be sent by certified or registered mail with postage prepaid, and shall be addressed to the addresses in the Contract documents or such substitute addresses which a party designates in writing and serves as set forth herein.
- C. Any notice served in accordance with Article 13.1, shall be deemed received by the addressee seventy-two (72) hours after deposited, postage prepaid, in the United States mail.
- D. The parties' authorized representatives for the purpose of giving notices are as follows or as modified in writing by the affected party:

Owner

Water Replenishment District of Southern California  
4040 Paramount Boulevard  
Lakewood, California 90712  
Phone: (562) 921-5521

Fax: (562) 275-4258  
Attn: Ken Ortega, Assistant General Manager

Contractor (Contractor to provide authorized representative information below)

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13.2 TITLE TO MATERIALS FOUND ON THE WORK

- A. The Owner reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in the Contract Documents, neither the Contractor nor any Subcontractor shall have any right, title, or interest in or to any such materials. The Contractor will be permitted to use in the Work, without charge, any such materials which meet the requirements of the Contract Documents.

13.3 BOOKS AND RECORDS; RIGHT TO AUDIT

- A. Contractor shall prepare and maintain proper, accurate and complete books and records using generally accepted accounting principles regarding the Work and all other transactions related to the permitting, design, construction, startup and testing of the Project, including all books of account, bills, vouchers, invoices, personnel rate sheets, cost estimates and bid computations and analyses, subcontracts, purchase orders, time books, daily job diaries and reports, correspondence, and any other documents showing all acts and transactions in connection with or relating to or arising by reason of the Work including any extra work. Contractor shall keep and maintain all such construction books and records for at least three years after substantial completion from the completion of any legal proceedings pertaining to the Project.
- B. If the Contractor submits a claim to the Owner for additional compensation, the Owner shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books and records. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all amounts for which Contractor seeks payment from Owner.

13.4 SURVIVAL OF OBLIGATIONS

- A. All representations, indemnifications, warranties, and guaranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work or termination or completion of the Agreement. The Agreement shall inure to the benefit of Owner's and Contractors successors and permitted assigns.



13.5 GOVERNING LAW

- A. This Agreement shall be governed by the laws of the State of California.

13.6 SEVERABILITY

- A. If any term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, the remaining terms and provisions of the Agreement shall not be affected thereby and shall remain in full force and effect.

13.7 WAIVER

- A. The waiver by the Owner of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the Owner which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor of any term, covenant, condition of this Agreement or of any applicable law or ordinance.

ARTICLE 14 – ADDITIONAL CALIFORNIA STATE REQUIREMENTS

14.1 PAYMENT OF PREVAILING WAGES; CERTIFIED PAYROLL RECORDS

- A. Contractor shall comply and shall ensure that its Subcontractors comply with California Labor Code Section 1770 and the provisions that follow regarding the payment of prevailing wages and the keeping and production of certified payroll records. A schedule of the general prevailing wage rates as determined by the Director of Industrial Relations will be on file at Owner's principal office and will be made available to any interested party upon request. By this reference, the applicable schedule of prevailing wage rates is made a part of the Contract Documents.
- B. Attention is called to the fact that State of California prevailing wage requirements apply to this Project. In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes applicable to the particular craft, classification, or type of workers employed on the work. "The General Prevailing Wage Determination is available via the Internet at: <http://www.dir.ca.gov/DLSR/PWD> "All questions regarding prevailing wage requirements can also be directed to the LCP representatives assigned to the Public Works project."
- C. Contractor shall pay not less than the prevailing wage rates to all covered workers employed by Contractor in the performance of the Work.

- D Contractor shall require all Subcontractors to pay not less than the prevailing wage rates to all covered workers employed by such Subcontractors in the performance of the Work.
- E Contractor shall be subject to the penalties provided by the California Labor Code for failing to pay workers less than the applicable prevailing wage rate. Such penalties may be deducted by Owner from payments otherwise due Contractor hereunder.
- F In accordance with Section 1776 of the California Labor Code Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (a) the information contained in the payroll record is true and correct, and (b) the employer has complied with the requirements of Sections 1771, 1811, and 1815 of the California Labor Code for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be kept on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.
- G Notwithstanding any contrary provisions in the Contract Documents, Owner shall have discretion to require that Contractor file copies of its and its Subcontractors' certified payroll records with Owner as a condition precedent to Owner's obligation to make any of the payments to Contractor required by the Contract Documents.

#### 14.2 WORKERS' COMPENSATION

- A In accordance with the provisions of Section 3700 of the California Labor Code, the Contractor shall secure the payment of compensation to its employees.
- B By submitting a bid for the Project and by executing the Agreement, Contractor shall be deemed to have certified as follows:

"I am aware of the provisions of Section 3700 of the Labor Code 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 this Contract."

- C Notwithstanding the foregoing provisions, before the Contract is executed on behalf of the Owner, a bidder to whom a contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of workers' compensation.

#### 14.3 APPRENTICES ON PUBLIC WORKS

- A Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under it.

- B. The Contractor and any Subcontractor under them shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.
- C. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. In accordance with Section 1773.3 of the Labor Code, within five (5) days of awarding the Contract hereunder the Owner shall send a copy of this Contract to the Division of Apprenticeship Standards.
- D. Willful violations of Section 1777.5 will result in a forfeiture of the maximum statutory amount for each calendar day of non-compliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations pursuant to Labor Code Section 1777.7. Willful violations of Section 1777.5 shall also result in the suspension of the Contractor's right to bid on or receive the award of any public works construction contract, as provided in Section 1777.7.

#### 14.4 WORKING HOURS

- A. The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours.

#### 14.5 CONTRACTOR NOT RESPONSIBLE FOR DAMAGE RESULTING FROM CERTAIN ACTS OF GOD

- A. As provided in Section 7105 of the California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the Work damaged was built in accordance with accepted and applicable building standards and the plans and specifications of the Owner. The Contractor shall obtain insurance to indemnify the Owner for any damage to the Work caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the Work. For purposes of this Section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

#### 14.6 CONCRETE FORMS, FALSEWORK, AND SHORING

- A. The Contractor shall comply fully with the requirements of Section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, falsework and shoring, and the inspection of same prior to placement of concrete. Where said Section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to placement of concrete, the Contractor shall employ a registered civil engineer for these purposes, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents.

14.7 PUBLIC WORKS CONTRACTS; ASSIGNMENT TO AWARDING BODY

- A. In accordance with Section 7103.5 of the California Public Contract Code, the Contractor and Subcontractors shall conform to the following requirements. 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 Subcontractor offers and agrees 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 (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

14.8 CULTURAL RESOURCES

- A. The Contractor's attention is directed to the provisions of the Clean Water Grant Program Bulletin 76A which augments the National Historic Preservation Act of 1966 (16 U.S.C. 470) as applicable to this project.

14.9 PROTECTION OF WORKERS IN TRENCH EXCAVATIONS

- A. As required by Section 6705 of the California Labor Code and in addition thereto, whenever Work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Occupational Safety and Health, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the Owner, the City, or any of their officers, agents, representatives, or employees.
- B. Excavation shall not start until the Contractor has obtained a permit from the California Division of Industrial Safety and has posted it at the site.

14.10 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

- A. The Architect or Engineer has endeavored to determine the existence of utilities, except for house and business utility connections at the site of the Work from the records of the owners of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown on the plans. The service connections to these utilities may not be shown on the plans.

The Contractor shall include in his bid the work required to remove, replace and/or provide temporary service connections whether shown or not on the plans.

- B. The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes on or adjacent to the site of the Work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, Contractor shall immediately notify in writing the Owner and the owner of the utility facility.
- C. The Contractor shall, as directed by the Owner, remove, relocate, protect, and temporarily maintain existing main or trunkline utility facilities which are not indicated in the plans and specifications with reasonable accuracy. Such work will be compensated for as stated in Article 9.
- D. In case it should be necessary to remove, relocate, protect, or temporarily maintain a utility because of interference with the Work, the work on such utility shall be performed and paid for as follows:
1. When it is necessary to remove, relocate, protect, or temporarily maintain an existing main or trunkline utility facility not indicated in the plans and specifications with reasonable accuracy, the Owner will compensate the Contractor for the costs of locating, for the costs of repairing damage not due to the failure of the Contractor to exercise reasonable care, for the costs of removing, relocating, protecting, or temporarily maintaining such utility facilities, and for the costs for equipment on the site necessarily idled during such work. These costs, the work to be done by the Contractor in locating, removing, relocating, protecting or temporarily maintaining such utility facilities shall be covered by a written change order conforming to the provisions of Article 9. The Owner may make changes in the alignment and grade of the work to obviate the necessity to remove, relocate, protect, or temporarily maintain such utility facilities or to reduce the costs of the work involved in removing, relocating, protecting, or temporarily maintaining such utility facilities. Changes in alignment and grade will be ordered in accordance with the Article 9.
  2. When it is necessary to remove, relocate, protect, or temporarily maintain a utility (other than [1] existing main or trunkline utility facilities not indicated in the plans and specifications with reasonable accuracy, or [2] existing service laterals or appurtenances when their presence cannot be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work) the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility or damage thereto. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with his own forces, or permitting the work to be done by the Contractor. No representations are made that the obligations to remove, relocate, protect, or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether or not said cost is required to be borne by the owner of the utility.

3. The Contractor shall be responsible for, and include an amount in his bid for existing utility service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, homes, meter and junction boxes, on or adjacent to the site of the Work.

E. The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

#### 14.11 RESOLUTION OF CONSTRUCTION CLAIMS

A. Contractor shall be aware that all claims of \$375,000 or less which arise between the Contractor and the Owner under the Contract Documents are subject to the provisions of California Public Contract Code Sections 20104, et. seq., in addition to other applicable provisions of law.

#### 14.12 COST STATEMENT

A. At the Owner's request, the Contractor shall furnish the Owner promptly, upon completion of the Work all information necessary to determine the cost of the Work, including an itemized statement in a form satisfactory to the Owner of the actual cost of all labor, materials, rentals, repairs, compensation and other insurance, transportation of labor, equipment and materials, engineering or other special services, supervision, overhead, depreciation, and taxes properly chargeable against the Work or Change Order work, and any and all costs entering into the Work or Change Order work. The Contractor shall permit the Owner to have access to original payrolls, vouchers, and other records to the extent required to verify the figures given in said statement, and the Contractor shall not be entitled to receive payment on account of the final estimate as hereinabove provided, unless and until the Contractor furnishes the Owner a satisfactory statement of the cost of the entire Work.

#### 14.13 NON-DISCRIMINATION

A. In the performance of the Contract, Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age in any manner prohibited by law. Contractor shall take affirmative action to ensure that applicants are hired and that employees are treated during employment in accordance with this non-discrimination obligation. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Article.

14.14 PUBLICITY

- A. The Contractor shall not make any written or oral statement relating to the Work or the Project to any member of the press or public media without prior written approval of the Owner.
- B. The Owner reserves the right to review and approve all Owner-related copy prior to publication. The Contractor agrees not to allow Owner-related copy to be published in the Contractor's advertisements or public relations programs without prior approval from the Owner's Representative. The Contractor agrees that published information on the Owner or the Owner's program shall be factual and in no way imply that the Owner endorses the Contractor's firm, service, or product.

\* \* \* END OF GENERAL CONDITIONS \* \* \*

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

SECTION 00800

SUPPLEMENTARY GENERAL CONDITIONS

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

OFFICE REMODELING PROJECT

SGC-1 DEFINITIONS

- A. General Provisions - To the extent the term "General Provisions" is found in the Contract Documents, including but not limited to, Divisions 1-16 of the Technical Specifications, it shall mean the same thing as "General Conditions."

SGC-2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES

- A. The Contractor shall deliver the signed Agreement to the OWNER within five (5) days after receiving Notice of Award per Article 2.1.A.

SGC-2.2 COPIES OF DOCUMENTS

- A. The Owner shall furnish to the Contractor five (5) copies of the Contract Documents which may include bound reduced drawings, if any, together with five (5) sets of full-scale Drawings. Additional quantities of the Contract Documents will be furnished at reproduction cost plus mailing cost if copies are mailed.

SGC-2.4 STARTING THE WORK

- A. The CONTRACTOR shall notify the Underground Service Alert of Southern California (USA) System, Phone No. 1-800-227-2600 (or 811), at least 48 hours in advance of the commencement of work at any site to allow the member utilities to examine the construction site and mark the location of the utilities' respective facilities.
- B. The CONTRACTOR acknowledges that some (or all) of the utility companies with facilities shown on the drawings may not be members of the USA System and, therefore, not automatically contacted by the above referenced telephone number. The CONTRACTOR shall be responsible for making itself aware of utility company facilities not reported by the USA System, and shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. The CONTRACTOR shall be responsible for notifying all of the utilities at least 48 hours in advance of the commencement of work at any site to allow the utilities to examine the construction site and mark the location of the utilities' respective facilities. The CONTRACTOR shall also be responsible for verifying that each utility has responsibly responded to such notification.

SGC-3.1 INTENT



- A. These Supplementary General Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SGC-4.2 REPORTS OF PHYSICAL CONDITIONS

- A. Insert if any.

SGC-5.2 INSURANCE

Contractor shall obtain the following policies of insurance with the indicated coverages and endorsements:

- A. Workers Compensation Insurance with limits as required by State of California.
- B. Employer's Liability Insurance with limits of \$1,000,000 per occurrence.
- C. Commercial General Liability Insurance with limits of \$3,000,000 each occurrence and a general aggregate limit of \$5,000,000. Coverages and endorsements shall include:
- a. Premises/operations;
  - b. Products/completed operations;
  - c. Property damage;
  - d. Personal injury and advertising injury;
  - e. Owned and non-owned equipment;
  - f. Independent contractors; and
  - g. Broad form contractual liability.
  - h. Explosion, collapse, underground excavation and removal of lateral support;
  - i. Policy shall be endorsed to delete pollution-related exclusions (including lead and asbestos)
- D. Commercial Automobile Liability Insurance including owned, non-owned and leased or hired vehicles, with a \$1,000,000 combined single limit for bodily injury and property damage, including non-owned and hired coverage.
- E. Builder's Risk Insurance covering loss, damage, or destruction to the Project (including boilers and machinery coverage) caused by physical damage in an amount equal to the full replacement value of the Project.

- F. Intentionally blank.
- G. Additional Insureds. The following persons or entities, including their elected officials, officers, directors, employees and agents, shall be named as additional insureds on all required insurance policies except Workers Compensation Insurance:
1. The Water Replenishment District of Southern California
- H. Subrogation Waivers. All required policies shall be considered primary to any insurance maintained OWNER. All policies shall include waivers of subrogation in favor of the Water Replenishment District of Southern California and the City and their insurers.
- I. Occurrence Basis. All policies shall be written on an occurrence basis.
- J. Cancellation and Modification of Coverages. All policies shall provide that thirty (30) days prior written notice to the Water Replenishment District of Southern California must be provided before cancellation or modification of coverage provisions.

SGC-6.3 PROJECT SCHEDULE AND SCHEDULE OF VALUES

- A. Contractor's Construction Schedule. The Construction Schedule shall show the sequence and duration of activities.
- B. Submit estimated progress schedule and preliminary schedule of submittals in duplicate to OWNER.
- C. Show complete sequence of construction by activity, identifying work of separate stages, and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- D. The Construction Schedule shall provide a workable plan for monitoring the progress of all elements of the work, establish the critical elements of work, and forecast potential problems in maintaining the specified completion dates.
- E. When so requested by the OWNER, an updated schedule shall be forwarded to the OWNER no later than the 5th calendar day of the month following. The OWNER's receipt and acceptance of the updated schedule shall be a condition precedent to the issuance of any portion of a progress payment for the preceding month.
- F. Progress schedule shall indicate submittal dates, and product manufacture and delivery dates.
- G. Preliminary schedule of submittals shall indicate the submittals required by Specification section number with brief description, and starting and completion dates for respective submittal preparation by the CONTRACTOR, and submittal review by the OWNER.

- H. Each lump sum bid item on the Bid List, if any, must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the Drawings and Project Specifications for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.
- I. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the facility improvements and any maintenance services to be performed before the final project acceptance is made. Separate commissioning activities shall be cost loaded, no non-construction activity shall be cost loaded.
- J. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the CONSTRUCTION MANAGER reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the CONSTRUCTION MANAGER, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

SGC-6.6 PERMITS

- A. **The CONTRACTOR shall be responsible for complying with the requirements of all permits.**
- B. The CONTRACTOR shall acquire all permits required by Laws or Regulations, including, without limitation, the following specific permits (if applicable):
1. State permits to construct and/or operate sources of air pollution.
  2. Certificates and permits are required for sources such as, but not limited to:
    - a. Abatement of asbestos

- b. Fuel burning equipment
  - c. Gasoline and petroleum distillate storage containers
  - d. Land disturbing activities
  - e. Processing equipment (sand, gravel, concrete batch plant, etc.)
  - f. Odors
3. Stormwater Permit.
  4. Permit-Required Confined Space
    - a. The workplace in which the WORK is to be performed may contain permit-required confined spaces (permit spaces) as defined in 29 CFR 1910.146 and, if so, permit space entry is allowed only through compliance with a confined space entry program meeting the requirements of 29 CFR 1910.146.

#### SGC-6.10 SAFETY AND PROTECTION

- A. In addition to the foregoing, the CONTRACTOR shall:
  1. On or before the Pre-Construction Conference, submit for OWNER'S review and approval a written safety program which shall apply to the Work.
  2. Immediately upon commencing the Work, designate a safety supervisor who must be approved by the OWNER, whose duty shall be to set up, to carry forward, and aggressively and effectively to maintain the aforementioned safety program covering all phases of the Work.
  3. Provide for weekly Tool Box safety meetings, of not less than 15 minutes duration for all employees, administered by the safety supervisor. The OWNER shall be advised in advance of the time and place of such meeting.
  4. Stress safe practices by CONTRACTOR'S employees in all phases of construction, and provide and enforce the use of guards, helmets, goggles and other safety devices.
  5. Cooperate with safety engineers and safety inspectors of OWNER and of OWNER'S insurance companies.
  6. Maintain all portions of the Work in a neat, orderly, and safe condition at all times.
  7. Ensure that at least one of CONTRACTOR'S employees is qualified by a recognized authority to perform first aid and is on duty during all working hours. CONTRACTOR shall also establish and maintain adequate first aid facilities at locations close to work areas, and mark such locations with signs of adequate size and composition.
- B. CONTRACTOR shall maintain an accurate record of, and shall report to the OWNER, exposure data (worker hours) and the number of accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies and equipment incidental to

the Work performed under this Contract. This material shall be submitted monthly, with all occupational injuries classified as to type and nature of injury.

- C. CONTRACTOR shall have sole responsibility for ensuring safety on the Project. However, to the extent OWNER observes unsafe conditions in connection with the CONTRACTOR's or Subcontractor's performance of the Work, OWNER shall have the right to direct CONTRACTOR to immediately correct or remedy the unsafe condition. By taking such action, OWNER shall not assume any duties with respect to the safety of the WORK.

SGC-9.4 EQUIPMENT

- A. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Rental Rate Blue Book published by Equipment Watch, as adjusted to the regional area of the Project.

SGC-9.8 CHANGES IN THE CONTRACT TIME

- B. The CONTRACTOR's construction schedule shall anticipate five (5) work days of delay due to weather for which no additional time will be granted.

SGC-11.1 SCHEDULE OF VALUES

- A. The Contractor shall develop a Schedule of Values (lump sum price breakdown) and incorporate it into the cost loading function of the CPM schedule.
- B. Construction Manager will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Construction Manager will review with Contractor the Construction Manager's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Construction Manager's written decision thereon will be final and binding (except as modified by Construction Manager to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Article 11.
- C. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- D. The estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Construction Manager subject to the provisions of Article 11.
- E. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- F. Owner and Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 9 if:

1. The quantity of any item of Unit Price Work performed by Contractor differs materially

- and significantly from the estimated quantity of such item indicated in the Agreement; and
2. There is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as the amount of any such increase or decrease.

**SGC-11.2 AMOUNT OF PROGRESS PAYMENTS (PAYMENT FOR DELIVERED BUT NOT INSTALLED EQUIPMENT)**

The value of materials stored at the Site, if allowed by Owner, shall be an amount equal to the specified percent (75%) of the value of such materials as set forth in the Special Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000 and will become a permanent part of the Work. The Application for Payment shall also be accompanied by a bill of sale invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest there-in, all of which will be satisfactory to the OWNER. The OWNER assumes no responsibility for any loss of material, supplies, or tools which are stored at the jobsite.

**SGC-ARTICLE 16 PROJECT REPRESENTATION**

**16.1 CONSTRUCTION MANAGER DUTIES AND RESPONSIBILITIES**

- A. The Construction Manager, if any, will act as directed by and under the supervision of the Owner and will confer with the Owner regarding its actions. The Construction Manager's dealings in matters pertaining to the Work shall, in general, be only with the Contractor, and dealings with Subcontractors shall only be through or with the full knowledge of the Contractor. Contractor's communications with the Owner will be only through the Construction Manager.
- B. The Construction Manager shall have the following duties and responsibilities set forth in this paragraph.
  1. Represent the Owner in connection with the oversight with the Work and the enforcement of the Contract Documents.
  2. Review the progress schedule, shop drawing submittals schedule, and progress payment requests prepared by the Contractor and consult with the Owner concerning their acceptability.
  3. Plan, schedule and conduct all preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Owner

and notify in advance those who are expected to attend. Conduct meetings and maintain and circulate copies of minutes thereof.

4. Serve as the Owner's liaison with the Contractor, working principally through the Contractor's superintendent and assist said superintendent in understanding the intent of the Contract Documents.
5. Review shop drawings and samples furnished by the Contractor. Review administrative shop drawings.
6. Issue clarifications relating to the plans and technical specifications;
7. Issue plan or specification revisions;
8. Review, reject or approve Contractor's project progress schedules.
9. Conduct on-site observations of the Work in progress to assist the Owner in determining if the Work is proceeding in accordance with the Contract Documents.
10. Verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractor maintains adequate records thereof.
11. Transmit to the Contractor clarifications and interpretations of the Contract Documents.
12. Consider and evaluate the Contractor's suggestions for modifications in the Contract Documents and report them with recommendations to the Owner.
13. Review applications for payment with the Contractor for compliance with the established procedure for their submittal and forward them with recommendations to the Owner, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Represent the Owner in connection with the review, consideration, issuance, negotiation and resolution of Change Orders and Contractor's claims for additional compensation.
15. During the course of the Work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed.

16. Before the Owner prepares a Notice of Completion, as applicable, submit to the Contractor a list of observed items requiring completion or correction.
17. Conduct final inspection in the company of the Owner's inspectors, the Owner, and the Contractor, and prepare a punch list of items to be completed or corrected.
18. Verify that all items on the punch list have been completed or corrected and make recommendations to the Owner concerning acceptance.

## SGC-ARTICLE 17 TEMPORARY CONSTRUCTION UTILITIES AND FACILITIES

### A. TEMPORARY UTILITIES

1. Owner will provide the following: Electrical power, consisting of connection to existing facilities.
2. Existing toilet facilities may not be used.

### B. TEMPORARY SANITARY FACILITIES

1. Provide and maintain required facilities and enclosures. Provide at time of project mobilization. Locate at exterior parking area in coordination with the Owner.
2. Maintain daily in clean and sanitary condition.

### C. INTERIOR ENCLOSURES

1. Provide temporary partitions as indicated on the Drawings to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment and to reduce the noise level into the adjacent occupied Office areas.
2. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:
  - a. A Metal Stud Partition with 1/2" gypsum board will be required as shown on the Drawings on Owner-occupied side (to bottom of ceiling).
3. Paint surfaces exposed to view from Owner-occupied areas.

### D. VEHICULAR ACCESS AND PARKING

1. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
2. Coordinate access and haul routes with governing authorities and Owner.
3. Provide and maintain access to fire hydrants, free of obstructions.
4. Owner to coordinate and Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

### E. WASTE REMOVAL

1. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
2. Provide containers with lids. Remove trash from site periodically.



3. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

SGC-ARTICLE 18      PRESERVATION, RESTORATION, AND CLEANUP

A. SITE RESTORATION AND CLEANUP

1. At all times during the work, keep the premises clean and orderly, and upon completion of the work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.
2. Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether these are on private property, or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition. Replace topsoil areas raked and graded to conform to the grading plan.

B. STREET CLEANUP DURING CONSTRUCTION

1. Thoroughly clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's operation.

C. DUST PREVENTION

1. Give all unpaved streets, roads, detours, or haul roads used in the construction area an approved dust-preventive treatment or periodically water to prevent dust. Applicable environmental regulations for dust prevention shall be enforced.
2. During the performance of all work included in the contract or any operations appurtenant thereto, whether on public rights-of-way, easements provided by the OWNER or on private property, the CONTRACTOR shall furnish all the labor, equipment and means required and shall carry out proper and efficient measures wherever and as often as necessary to prevent his operations from producing dust in amounts damaging to property or causing a nuisance to persons living nearby or occupying buildings in the vicinity. Inadequate dust control by the CONTRACTOR may result in substantial CONTRACTOR liability, as specified in the following paragraph.
3. The CONTRACTOR shall be held liable for any damage resulting from dust originating from his operations whether on public rights-of-way, OWNER's right-of-way or on other property. All compensation to be received for dust abatement shall be included in the CONTRACTOR's bid.

\*\*END OF SUPPLEMENTARY GENERAL CONDITIONS\*\*

**SECTION 00 01 01  
PROJECT TITLE PAGE**

**PROJECT MANUAL  
FOR  
WRD OFFICE T.I. PHASE II  
OWNER'S PROJECT NUMBER: 3604-II-JAN 06-2017  
WATER REPLENISHMENT DISTRICT, CA  
DATE: JANUARY 06, 2017  
PREPARED BY:  
GPA**

**END OF SECTION**

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

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**PROCUREMENT AND CONTRACTING REQUIREMENTS**

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- B. 01 30 00 - Administrative Requirements
- C. 01 50 00 - Temporary Facilities and Controls
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- A. 02 41 00 - Demolition

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**2.08 DIVISION 08 -- OPENINGS**

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- A. 09 21 16 - Gypsum Board Assemblies
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**2.10 DIVISION 10 -- SPECIALTIES**

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**2.17 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**

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END OF SECTION

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

**SECTION 01 10 00**

**SUMMARY**

**PART 1 GENERAL**

**1.01 PROJECT**

- A. Project Name: WRD Office T.I. phase II
- B. Owner's Name: Water Replenishment District of Southern California.
- C. The Project consists of the alteration of WRD's Office Building.

**1.02 CONTRACT DESCRIPTION**

**1.03 DESCRIPTION OF ALTERATIONS WORK**

- A. Scope of demolition and removal work is shown on drawings.
- B. Scope of alterations work is shown on drawings.
- C. HVAC: Alter existing system and add new construction, keeping existing in operation.
- D. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- E. During Construction, the Contractor shall coordinate with the Furniture supplier/installer to confirm locations of power J-boxes and receptacles and Data outlets for Systems Furniture and System Furniture Walls as shown on the Drawings.
- F. After completion of the Construction Project, the separate Furniture Installer (contracted by the Owner) will install systems furniture and system furniture walls (as shown on the Drawings). The Contractor shall electrically connect the furniture (3 to 4 locations) and the power/data at the furniture system walls , as required for a complete working installation.

**1.04 WORK BY OWNER**

- A. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Substantial Completion. Some items include:
  - 1. Furnishings.

**1.05 OWNER OCCUPANCY**

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 30 00**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals for review, information, and project closeout.
- B. Submittal procedures.

**1.02 PROJECT COORDINATION**

- A. Project Coordinator: Construction Manager.
- B. During construction, coordinate use of site and facilities through the Project Coordinator.
- C. Comply with Project Coordinator's procedures for intra-project communications, submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- F. Make the following types of submittals to Architect through the Project Coordinator:
  - 1. Requests for interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Coordination drawings.
  - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 11. Closeout submittals.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.

**3.02 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.

- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

### **3.03 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **3.04 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.05 SUBMITTAL PROCEDURES**

- A. Shop Drawing Procedures:
  - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
  - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Architect review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

**END OF SECTION**

**SECTION 01 50 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary sanitary facilities.
- B. Waste removal facilities and services.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 51 00 - Temporary Utilities.

**1.03 TEMPORARY UTILITIES - SEE SECTION 01 51 00**

- A. Owner will provide the following:
  - 1. Electrical power , consisting of connection to existing facilities.
- B. Existing toilet facilities may not be used.

**1.04 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization. Locate at exterior parking area in coordination with the Owner.
- B. Maintain daily in clean and sanitary condition.

**1.05 INTERIOR ENCLOSURES XXX**

- A. Provide temporary partitions as indicated in the Drawings to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment. and to reduce the noise level into the adjacent occupied Office areas.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:
  - 1. A Metal Stud Partition with 1/2" gypsum board will be required as shown on the Drawings on Owner-occupied side (to bottom of ceiling).
- C. Paint surfaces exposed to view from Owner-occupied areas.

**1.06 VEHICULAR ACCESS AND PARKING**

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Owner to coordinate and Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

**1.07 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**



**SECTION 01 57 21**  
**INDOOR AIR QUALITY CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Construction procedures to promote adequate indoor air quality during and after construction.

**1.02 PROJECT GOALS**

- A. Dust and Airborne Particulates: Prevent deposition of dust and other particulates in HVAC ducts and equipment.
  - 1. Cleaning of ductwork is not contemplated under this Contract.
  - 2. Contractor shall bear the cost of cleaning required due to failure to protect ducts and equipment from construction dust.
  - 3. Establish condition of existing ducts and equipment prior to start of alterations.
- B. Airborne Contaminants: Procedures and products have been specified to minimize indoor air pollutants.
  - 1. Furnish products meeting the specifications.
  - 2. Avoid construction practices that could result in contamination of installed products leading to indoor air pollution.

**1.03 REFERENCE STANDARDS**

- A. ASHRAE Std 52.2 - Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size; 2012, with 2015 amendments.
- B. SMACNA (OCC) - IAQ Guidelines for Occupied Buildings Under Construction; 2007.

**1.04 DEFINITIONS**

- A. Adsorptive Materials: Gypsum board, acoustical ceiling tile and panels, carpet and carpet tile, fabrics, fibrous insulation, and other similar products.
- B. Contaminants: Gases, vapors, regulated pollutants, airborne mold and mildew, and the like, as specified.
- C. Particulates: Dust, dirt, and other airborne solid matter.
- D. Wet Work: Concrete, plaster, coatings, and other products that emit water vapor or volatile organic compounds during installation, drying, or curing.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Indoor Air Quality Management Plan: Describe in detail measures to be taken to promote adequate indoor air quality upon completion; use SMACNA (OCC) as a guide.
  - 1. Submit not less than 60 days before enclosure of building.
  - 2. Identify potential sources of odor and dust.
  - 3. Identify construction activities likely to produce odor or dust.
  - 4. Identify areas of project potentially affected, especially occupied areas.
  - 5. Evaluate potential problems by severity and describe methods of control.
  - 6. Describe construction ventilation to be provided, including type and duration of ventilation, use of permanent HVAC systems, types of filters and schedule for replacement of filters.
  - 7. Describe cleaning and dust control procedures.
  - 8. Describe temporary dust filter locations and frequency of replacement.
- C. Interior Finishes Installation Schedule: Identify each interior finish that either generates odors, moisture, or vapors or is susceptible to adsorption of odors and vapors, and indicate air handling zone, sequence of application, and curing times.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Low VOC Materials: See other sections for specific requirements for materials with low VOC content.
- B. Auxiliary Air Filters: MERV of 8, minimum, when tested in accordance with ASHRAE Std 52.2

## **PART 3 EXECUTION**

### **3.01 CONSTRUCTION PROCEDURES**

- A. Prevent the absorption of moisture and humidity by adsorptive materials by:
  - 1. Sequencing the delivery of such materials so that they are not present in the building until wet work is completed and dry.
  - 2. Delivery and storage of such materials in fully sealed moisture-impermeable packaging.
  - 3. Provide sufficient ventilation for drying within reasonable time frame.
- B. Begin construction ventilation when building is substantially enclosed.
- C. When working in a portion of an occupied building, prevent movement of air from construction area to occupied area.
- D. Use of HVAC equipment and ductwork for ventilation during construction is permitted:
  - 1. Provide temporary MERV 8 air filters at return air ducts and as required to prevent dust from circulating in Building.
- E. Do not store construction materials or waste in mechanical or electrical rooms.
- F. Prior to use of return air ductwork without intake filters clean up and remove dust and debris generated by construction activities.
  - 1. Inspect duct intakes, return air grilles, and terminal units for dust.
  - 2. Clean plenum spaces, including top sides of lay-in ceilings, outsides of ducts, tops of pipes and conduit.
  - 3. Clean tops of doors and frames.
  - 4. Clean mechanical and electrical rooms, including tops of pipes, ducts, and conduit, equipment, and supports.
  - 5. Clean return plenums of air handling units.
  - 6. Remove intake filters last, after cleaning is complete.
- G. Do not perform dusty or dirty work after starting use of return air ducts without intake filters.
- H. Use other relevant recommendations of SMACNA (OCC) for avoiding unnecessary contamination due to construction procedures.

### **3.02 BUILDING FLUSH-OUT**

- A. Contractor's Option: Either full continuous flush-out OR satisfactory air contaminant testing is required, not both.
- B. Perform building flush-out before occupancy.
- C. Do not start flush-out until:
  - 1. All construction is complete.
  - 2. HVAC systems have been tested, adjusted, and balanced for proper operation.
  - 3. Inspection of inside of return air ducts and terminal units confirms that cleaning is not necessary.
  - 4. New HVAC filtration media have been installed.
- D. Building Flush-Out: Operate all ventilation systems at normal flow rates with 100 percent outside air until a total air volume of 1,000 cubic feet per square foot of floor area has been supplied.
  - 1. Obtain Owner's concurrence that construction is complete enough before beginning flush-out.
  - 2. Maintain interior temperature of at least 60 degrees F and interior relative humidity no higher than 60 percent.

3. If additional construction involving materials that produce particulates or any of the specified contaminants is conducted during flush-out, start flush-out over.
  4. If interior spaces must be occupied prior to completion of the flush-out, supply a minimum of 25 percent of the total air volume prior to occupancy, and:
    - a. Begin ventilation at least three hours prior to daily occupancy.
    - b. Continue ventilation during all occupied periods.
    - c. Provide minimum outside air volume of 0.30 cfm per square foot or design minimum outside air rate, whichever is greater.
- E. Install new HVAC filtration media after completion of flush-out and before occupancy or further testing.

**END OF SECTION**

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Re-use of existing products.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

**1.03 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 EXISTING PRODUCTS**

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- C. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.
  - 1. See Section 01 10 00 for list of items required to be salvaged for reuse and relocation.

**2.02 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
  - 1. Made outside the United States, its territories, Canada, or Mexico.
  - 2. Made using or containing CFC's or HCFC's.
  - 3. Made of wood from newly cut old growth timber.
  - 4. Containing lead, cadmium, asbestos.
- C. Where all other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
  - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
  - 3. Are made of recycled materials.
  - 4. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.
  - 5. Have a published GreenScreen Chemical Hazard Analysis.

### 2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

### 2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

## PART 3 EXECUTION

### 3.01 SUBSTITUTION PROCEDURES

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- B. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.

### 3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### 3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.

- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

## SECTION 01 61 16

### VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.

##### 1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures.

##### 1.03 DEFINITIONS

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
  - 1. Interior paints and coatings.
  - 2. Interior adhesives and sealants, including flooring adhesives.
  - 3. Flooring.
  - 4. Composite wood.
  - 5. Products making up wall and ceiling assemblies.
  - 6. Thermal and acoustical insulation.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
  - 1. Interior paints and coatings.
  - 2. Interior adhesives and sealants, including flooring adhesives.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
  - 1. Concrete.
  - 2. Metals that are plated, anodized, or powder-coated.
  - 3. Glass.
  - 4. Ceramics.

##### 1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2013).
- C. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2007.
- D. SCAQMD 1113 - South Coast Air Quality Management District Rule No.1113; current edition.
- E. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

##### 1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

## 1.06 QUALITY ASSURANCE

- A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
  - 1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Report of laboratory testing performed in accordance with requirements.
- B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. VOC-Content-Restricted Products: VOC content not greater than required by the following:
  - 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
  - 2. Joint Sealants: SCAQMD 1168 Rule.
  - 3. Paints and Coatings: Each color; most stringent of the following:
    - a. 40 CFR 59, Subpart D.
    - b. SCAQMD 1113 Rule.
    - c. CARB (SCM).

## PART 3 EXECUTION

### 3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

**END OF SECTION**



**SECTION 02 41 00  
DEMOLITION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Selective demolition of built site elements.
- B. Selective demolition of building elements for alteration purposes.

**1.02 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

**PART 2 PRODUCTS -- NOT USED**

**PART 3 EXECUTION**

**3.01 SCOPE**

- A. Remove other items indicated, for salvage, relocation, and recycling.

**3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 5. Do not close or obstruct roadways or sidewalks without permit.
  - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- D. Perform demolition in a manner that maximizes salvage and recycling of materials.
  - 1. Dismantle existing construction and separate materials.
  - 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

**3.03 EXISTING UTILITIES**

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.

- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

#### **3.04 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction indicated on drawings .
- C. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - 3. Verify that abandoned services serve only abandoned facilities before removal.
  - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch as specified for patching new work.

#### **3.05 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

**SECTION 03 54 00**  
**CAST UNDERLAYMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Liquid-applied self-leveling floor underlayment, as shown/detailed on the Drawings

**1.02 REFERENCE STANDARDS**

- A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens); 2013.
- B. ASTM C348 - Standard Test Method for Flexural Strength of Hydraulic-Cement Mortars; 2014.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's data sheets documenting physical characteristics and product limitations of underlayment materials. Include information on surface preparation, environmental limitations, and installation instructions.

**1.04 QUALITY ASSURANCE**

- A. Applicator Qualifications: Company specializing in performing the work of this section.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Keep dry and protect from direct sun exposure, freezing, and ambient temperature greater than 105 degrees F.

**1.06 FIELD CONDITIONS**

- A. Do not install underlayment until floor penetrations and peripheral work are complete.
- B. Maintain minimum ambient temperatures of 50 degrees F 24 hours before, during and 72 hours after installation of underlayment.
- C. During the curing process, ventilate spaces to remove excess moisture.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Cementitious Underlayment:
  - 1. CTS Cement.
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.

**2.02 MATERIALS**

- A. Cast Underlayments, General:
  - 1. Conform to applicable code for combustibility or flame spread requirements.
- B. Cementitious Underlayment: Blended cement mix, that when mixed with water in accordance with manufacturer's directions will produce self-leveling underlayment with the following properties:
  - 1. Compressive Strength: Minimum 4000 psi after 28 days, tested per ASTM C109/C109M.
  - 2. Flexural Strength: Minimum 1000 psi after 28 days, tested per ASTM C348.
  - 3. Density: 125 lb/cu ft, nominal.
  - 4. Final Set Time: 1-1/2 to 2 hours, maximum.
  - 5. Thickness: Capable of thicknesses from feather edge to maximum 3-1/2 inch.
  - 6. Surface Burning Characteristics: Flame spread/Smoke developed index of 0/0 in accordance with ASTM E84.

- C. Aggregate: Dry, well graded, washed silica aggregate, approximately 1/8 inch in size and acceptable to underlayment manufacturer.
- D. Water: Potable and not detrimental to underlayment mix materials.
- E. Primer: Manufacturer's recommended type.
- F. Joint and Crack Filler: Latex based filler, as recommended by manufacturer.

### **2.03 MIXING**

- A. Site mix materials in accordance with manufacturer's instructions.
- B. Add aggregate for areas where thickness will exceed 1/2 inch. Mix underlayment and water for at least two minutes before adding aggregate, and continue mixing to assure that aggregate has been thoroughly coated. Comply with Manufacturer's recommendations.
- C. Mix to self-leveling consistency without over-watering.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate surfaces are clean, dry, unfrozen, do not contain petroleum byproducts, or other compounds detrimental to underlayment material bond to substrate.

### **3.02 PREPARATION**

- A. Concrete: Mechanically prepare steel troweled concrete to create a textured surface necessary to achieve the best bond; acceptable methods include bead blasting and scarifying. Do not use acid etching.
- B. Remove substrate surface irregularities. Fill voids and deck joints with filler. Finish smooth.
- C. Vacuum clean surfaces.
- D. Prime substrate in accordance with manufacturer's instructions. Allow to dry.
- E. Close floor openings.

### **3.03 APPLICATION**

- A. Install underlayment in accordance with manufacturer's instructions.
- B. Pump or pour material onto substrate. Do not retemper or add water.
  - 1. Pump, move, and screed while the material is still highly flowable.
  - 2. Be careful not to create cold joints.
  - 3. Wear spiked shoes while working in the wet material to avoid leaving marks.
- C. Place to indicated thickness, with top surface level to 1/8 inch in 10 ft.
- D. Where additional aggregate has been used in the mix, add a top layer of neat mix (without aggregate), if needed to level and smooth the surface.

### **3.04 CURING**

- A. Once underlayment starts to set, prohibit foot traffic until final set has been reached.
- B. Air cure in accordance with manufacturer's instructions.

### **3.05 PROTECTION**

- A. Protect against direct sunlight, heat, and wind; prevent rapid drying to avoid shrinkage and cracking.
- B. Do not permit traffic over unprotected floor underlayment surfaces.

**END OF SECTION**

**SECTION 06 41 00**  
**ARCHITECTURAL WOOD CASEWORK**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Specially fabricated cabinet units.
- B. Cabinet hardware.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 12 36 00 - Countertops.

**1.03 REFERENCE STANDARDS**

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.
- B. BHMA A156.9 - American National Standard for Cabinet Hardware; 2010.
- C. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.
- D. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.
- E. BHMA A156.9 - American National Standard for Cabinet Hardware; Builders Hardware Manufacturers Association; 2010 (ANSI/BHMA A156.9).
- F. NEMA LD 3 - High-Pressure Decorative Laminates; National Electrical Manufacturers Association; 2005.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
  - 1. Minimum Scale of Detail Drawings: 1-1/2 inch to 1 foot.
- C. Product Data: Provide data for hardware accessories.
- D. Samples: Submit actual samples of architectural cabinet construction, minimum 12 inches square, illustrating proposed cabinet, shelf unit, and misc. decorative panel/screens, substrate and finish.

**1.05 QUALITY ASSURANCE**

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Protect units from moisture damage.

**1.07 FIELD CONDITIONS**

- A. During and after installation of custom cabinets, maintain temperature and humidity conditions in building spaces at same levels planned for occupancy.

**PART 2 PRODUCTS**

**2.01 CABINETS**

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI/AWMAC/WI (AWS) for Custom Grade.
- B. Plastic Laminate Faced Cabinets: Custom grade.

**2.02 WOOD-BASED COMPONENTS**

- A. Wood fabricated from old growth timber is not permitted.
- B. Provide sustainably harvested wood, certified or labeled as specified in Section 01 60 00.

## 2.03 LAMINATE MATERIALS

- A. Manufacturers:
  - 1. Formica Corporation; -: www.formica.com.
  - 2. Wilsonart; -: www.wilsonart.com.
  - 3. Substitutions: See Section 01 60 00 - Product Requirements.
- B. High Pressure Decorative Laminate (HPDL): NEMA LD 3, types as recommended for specific applications.
- C. Provide THREE Colors selected from the full range of colors available from Manufacturer.
  - 1. Color scheme to be determined during Shop Drawing review.

## 2.04 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Fasteners: Size and type to suit application.
- C. Grommets: Standard painted metal grommets for cut-outs, in color as indicated.

## 2.05 HARDWARE

- A. Hardware: BHMA A156.9, types as recommended by fabricator for quality grade specified.
- B. Adjustable Shelf Supports: Standard side-mounted system using recessed metal shelf standards or multiple holes for pin supports and coordinated self rests, polished chrome finish, for nominal 1 inch spacing adjustments.
- C. Drawer and Door Pulls: "U" shaped wire pull, aluminum with satin finish, 4 inch centers.
- D. Cabinet Locks: Keyed cylinder, two keys per lock, master keyed, steel with chrome finish.
- E. Drawer Slides:
  - 1. Type: Full extension with overtravel.
  - 2. Static Load Capacity: Heavy Duty grade.

## 2.06 FABRICATION

- A. Assembly: Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.
- B. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify location and sizes of utility rough-in associated with work of this section.

### 3.02 INSTALLATION

- A. Install work in accordance with AWI/AWMAC/WI (AWS) requirements for grade indicated.
- B. Set and secure custom cabinets in place, assuring that they are rigid, plumb, and level.
- C. Use concealed joint fasteners to align and secure adjoining cabinet units.
- D. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim for this purpose.
- E. Secure cabinets to floor using appropriate angles and anchorages.

### 3.03 ADJUSTING

- A. Adjust installed work.
- B. Adjust moving or operating parts to function smoothly and correctly.

**3.04 CLEANING**

- A. Clean casework, counters, shelves, hardware, fittings, and fixtures.

**END OF SECTION**

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY





- B. Owens Corning 705 Board Insulation Fiber Glass, Density 6.0 pcf, in semi-rigid board form, unfaced.

## **2.02 2.02 ACCESSORY MATERIALS**

- A. All accessory materials shall be installed in accordance with project drawings and specifications, manufacturer's instructions, and/or in conformance with the current edition of the Midwest Insulation Contractors Association (MICA) "Commercial & Industrial Insulation Standards."

## **PART 3.00 - EXECUTION**

### **3.01 3.01 SITE INSPECTION**

- A. Before starting work under this section, carefully inspect the site and installed work of other trades and verify that such work is complete to the point where installation of materials and accessories under this section can begin.
- B. Verify that all materials and accessories can be installed in accordance with project drawings and specifications and material manufacturers' recommendations.
- C. Verify, by inspecting product labeling, submittal data, and/or certifications which may accompany the shipments, that all materials and accessories to be installed on the project comply with applicable specifications and standards.

### **3.02 3.02 PREPARATION**

- A. Ensure that all surfaces over which insulation is to be installed are clean and dry.

### **3.03 3.03 INSTALLATION**

#### **3.04 A. GENERAL**

- A. Install all insulation materials and accessories in accordance with manufacturer's published instructions and recognized industry practices to ensure that it will serve its intended purpose.
- B. Install insulation materials with smooth and even surfaces. Do not use cut pieces or scraps abutting each other. Butt insulation joints firmly to ensure complete, tight fit over all surfaces. Apply insulation using staggered joint method for both single and double layer installations, applying each layer of insulation separately.
- C. Install the work in this Section in strict accordance with the original design, requirements of governmental agencies having jurisdiction, and the manufacturer's recommended installation procedures as approved by the Owner's Designated Representative, anchoring all components firmly into position.

### **3.05 3.04 FIELD QUALITY ASSURANCE**

- A. Upon completion of all insulation work covered by this specification, visually inspect the work and verify that it has been correctly installed. This may be done while work is in progress, to assure compliance with requirements herein to cover and protect insulation materials during installation.

### **3.06 3.05 SAFETY PRECAUTIONS**

- A. Insulation contractor's employees shall be properly protected during installation of all insulation. Protection shall include proper attire when handling and applying insulation materials, and shall include (but not be limited to) disposable dust respirators, gloves, hard hats, and eye protection.
- B. The insulation contractor shall conduct all job site operations in compliance with applicable provisions of the Occupational Safety and Health Act, as well as with all state and/or local safety and health codes and regulations that may apply to the work.

**END OF SECTION**

**SECTION 09 21 16**  
**GYPSUM BOARD ASSEMBLIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Gypsum wallboard- patching and repair as required.
- B. Joint treatment and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.

**1.03 REFERENCE STANDARDS**

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- B. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- C. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base; 2014a.
- D. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- E. GA-216 - Application and Finishing of Gypsum Board; 2013.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on gypsum board, accessories, and joint finishing system.
- C. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

**1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing gypsum board application and finishing, with minimum three years of experience.

**PART 2 PRODUCTS**

**2.01 GYPSUM BOARD ASSEMBLIES**

- A. Provide completed assemblies complying with ASTM C840 and GA-216.

**2.02 BOARD MATERIALS**

- A. Manufacturers - Gypsum-Based Board:
  - 1. American Gypsum Company; -: [www.americangypsum.com](http://www.americangypsum.com).
  - 2. CertainTeed Corporation; -: [www.certainteed.com](http://www.certainteed.com).
  - 3. Georgia-Pacific Gypsum; -: [www.gpgypsum.com](http://www.gpgypsum.com).
  - 4. National Gypsum Company; -: [www.nationalgypsum.com](http://www.nationalgypsum.com).
  - 5. PABCO Gypsum; -: [www.pabcogypsum.com](http://www.pabcogypsum.com).
  - 6. USG Corporation; -: [www.usg.com](http://www.usg.com).
  - 7. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
  - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
  - 2. Thickness:
    - a. Vertical Surfaces: 5/8 inch.
    - b. Ceilings: 5/8 inch.

**2.03 ACCESSORIES**

- A. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.

- B. Beads, Joint Accessories, and Other Trim: ASTM C1047, galvanized steel or rolled zinc, unless noted otherwise.
- C. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
  - 1. Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
  - 2. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
  - 3. Ready-mixed vinyl-based joint compound.
- D. High Build Drywall Surfer: Vinyl acrylic latex-based coating for spray application, designed to take the place of skim coating and separate paint primer in achieving Level 5 finish.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that project conditions are appropriate for work of this section to commence.
- B. Patch and repair as required to provide a complete and finished project.

#### **3.02 BOARD INSTALLATION**

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

#### **3.03 INSTALLATION OF TRIM AND ACCESSORIES**

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

#### **3.04 JOINT TREATMENT**

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
  - 1. Level 5: Walls and ceilings to receive Flat, semi-gloss or gloss paint finish and other areas specifically indicated.
  - 2. Level 1: Wall areas above finished ceilings, whether or not accessible in the completed construction.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
  - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
- C. Where Level 5 finish is indicated, spray apply high build drywall surfer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.

#### **3.05 TOLERANCES**

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

**END OF SECTION**

**SECTION 09 50 10**  
**ACOUSTICAL WOOD CEILINGS**

**PART 1.00 GENERAL**

**1.01 1.01 SCOPE**

- A. Include all labor, materials, and plans as required for the fabrication and delivery of acoustical wall/ceiling system complete in all respects as described in the drawings and specified herein.

**1.02 1.02 QUALITY ASSURANCE**

- A. Manufacturer & Installer: Firm manufacturing the specified product shall have adequate capacity required for projects listed and have successfully completed similar projects for a period of not less than five years. The Installer should be approved by the manufacturer as qualified to perform work required.
- B. Reference Standards: Conform to all governing laws, building codes, and the following performance criteria:
1. Fire Performance Characteristics: Provide Solo planks with surface burning characteristics as determined by testing panel components in accordance with ASTM E84 test procedures.
  2. ASTM E-84 testing must be performed by an independent testing organization acceptable to authorities having jurisdiction.
  3. Panels will be finished with Fire retardant clear lacquer.
    - a. ATM E-84 Classification Class "A" or "1"
    - b. Flame Spread: 25 or less
    - c. Smoke Developed: 450 or less
  4. Acoustical Performance Characteristics: Provide planks with acoustical absorption characteristics as indicated in Part 2 which have been determined by testing fully assembled production material (using 96-112kg/cu.m. (6 - 7lb/cu.ft.) density fiber glass insulation) in accordance with ASTM C-423 (Type A mounting method as defined by ASTM E-795) by a testing organization acceptable to authorities having jurisdiction. Approved testing organization must be independent of the manufacturer.

**1.03 1.03 SUBMITTALS**

- A. Submit to the Architect of record, three (3) complete sets of CAD generated shop drawings prepared by the manufacturer showing all necessary details and dimension requirements which will subsequently be field verified and revised as required by the Architect.
- B. Samples: Submit (3 sets) manufacturers standard 8" X 5" sample planks of each type of product as specified in Part 2 to the Owner for approval. Product shall be original production material in veneer finish specified for final use.
- C. Certification: Submit to the owner a certificate of compliance to specified acoustical and fire performance criteria as stated section 1.02 and Part 2 of this specification, signed by an officer of the panel manufacturer and attach independent laboratory test results for each product used, showing that the products supplied as components meet or exceed the specified requirements. Submit additional test results to owner as requested detailing compliance to updated code requirements.
- D. Prior Approval: Manufacturers not listed in section 2.01 of this specification and wishing to be submitted as an equal on the project must submit information in accordance with section 1.03 of this specification fifteen days prior to the bid date as outlined in the contract documents. The information submitted must give evidence to show that the alternative product equals or exceeds the attributes and performance of the specified product.
- E. Manufacturers Approval: The manufacturer shall have the right to approve the selection of the installing contractor and to verify that said contractor has sufficient experience and expertise to complete the project in a satisfactory manner.



## 2.02 TRIM

- A. Furnish and deliver trim as described in this section for installation in areas as shown on drawings meeting or exceeding the following requirements:
- B. Trim to be solid ash stained to match veneer panels, color sample to be approved by Owner's Designated Representative. Wood trim shall be fire treated Class 1 or A in accordance with ASTM E-84.

## PART 3.00 INSPECTION AND APPROVAL

### 3.01 3.01 ADJUSTMENT AND REPLACEMENT

- A. The Owner shall inspect the installation and product on completion. The manufacturer shall provide repair or replacement of components not conforming to requirements as stated herein and said work will then become bound by the terms of this specification.
- B. Installation labor for removal and replacement of product improperly installed and not conforming to specified installation instructions as detailed in section 1.03 and Part 2 and shown on plans, shall be the responsibility of the installing Contractor.

**END OF SECTION**

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLANNING DESIGNER FOR THIS PROJECT  
FOR REFERENCE ONLY

**SECTION 09 51 00**  
**SUSPENDED ACOUSTICAL CEILINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Replace, Repair and Modify T-bar and Acoustical Tile as needed for a complete finished installation.
  - 1. Suspended metal grid ceiling system.
  - 2. Acoustical units.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.

**1.03 REFERENCE STANDARDS**

- A. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2013a.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2013.
- C. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2014.
- D. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth; 2015.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Do not install acoustical units until after interior wet work is dry.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate grid layout and related dimensioning.
- C. Product Data: Provide data on suspension system components.

**1.06 FIELD CONDITIONS**

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Acoustic Panels: Match Existing Panel System
  - 1. Provide (8) additional acoustical panels to Owner for future.
- B. Suspension Systems: Match Existing System.

**2.02 ACOUSTICAL UNITS**

- A. Acoustical Units - General: ASTM E1264, Class A.

**2.03 ACCESSORIES**

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Perimeter Moldings: Same material and finish as grid. Match Existing installed system.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify existing conditions before starting work.

- B. Verify that layout of hangers will not interfere with other work.

### **3.02 INSTALLATION - SUSPENSION SYSTEM**

- A. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- B. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- C. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- D. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- E. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- F. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- G. Do not eccentrically load system or induce rotation of runners.
- H. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
  - 1. Use longest practical lengths.
  - 2. Overlap and rivet corners.

### **3.03 INSTALLATION - ACOUSTICAL UNITS**

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install units after above-ceiling work is complete.
- E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- F. Cutting Acoustical Units:
  - 1. Make field cut edges of same profile as factory edges.

### **3.04 TOLERANCES**

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

**END OF SECTION**



**SECTION 09 65 00  
RESILIENT FLOORING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Resilient tile flooring.
- B. Resilient base.
- C. Installation accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.

**1.03 REFERENCE STANDARDS**

- A. ASTM F1861 - Standard Specification for Resilient Wall Base; 2008 (Reapproved 2012).

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Store all materials off of the floor in an acclimatized, weather-tight space.

**1.06 FIELD CONDITIONS**

- A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

**PART 2 PRODUCTS**

**2.01 TILE FLOORING**

- A. Vinyl Tile: Surface-decorated, with wear layer.
  - 1. Manufacturers:
    - a. Siena USA, [www.sienausa.com](http://www.sienausa.com), 888 977 43 62.
    - b. Color: SAND, Product # SFT1203
    - c. Size: 12"x24"x 0.5 mm

**2.02 RESILIENT BASE**

- A. Resilient Base: ASTM F1861, Type TS rubber, vulcanized thermoset; top set style to match existing.
- B.
  - 1. Manufacturers:
    - a. Burke Flooring; -: [www.burkemerger.com](http://www.burkemerger.com).
    - b. Johnsonite, a Tarkett Company; -: [www.johnsonite.com](http://www.johnsonite.com).
    - c. Roppe Corp; -: [www.roppe.com](http://www.roppe.com).
  - 2. Height: 4 inch. or to match existing.
  - 3. Thickness: 0.125 inch thick.
  - 4. Finish: Satin.
  - 5. Color: Selected from a full range of colors at new vinyl flooring and at repaired base at demolished walls.

**2.03 ACCESSORIES**

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Primers, Adhesives, and Seam Sealer: Waterproof; types recommended by flooring manufacturer.
  - 1. VOC Content Limits: As specified in Section 01 61 16.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.

### **3.02 PREPARATION**

- A. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.
- B. Prohibit traffic until filler is fully cured.
- C. Clean substrate.

### **3.03 INSTALLATION**

- A. Install in accordance with manufacturer's written instructions.
- B. Spread only enough adhesive to permit installation of materials before initial set.
- C. Fit joints and butt seams tightly.
- D. Set flooring in place, press with heavy roller to attain full adhesion.
- E. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
- F. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- G. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

### **3.04 TILE FLOORING**

- A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.

### **3.05 RESILIENT BASE**

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.
- B. Install base on solid backing. Bond tightly to wall and floor surfaces.

### **3.06 CLEANING**

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.

**END OF SECTION**

**SECTION 09 68 13**  
**TILE CARPETING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. New Carpet tile, fully adhered. as located in Drawings.
- B. Removal of existing carpet tile as required.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- B. Section 01 74 19 - Construction Waste Management and Disposal: Reclamation/Recycling of new carpet tile scrap and removed carpet tile.

**1.03 REFERENCE STANDARDS**

- A. CRI 104 - Standard for Installation of Commercial Carpet; 2015.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.
- D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
  - 2. Extra Carpet Tiles: Quantity equal to 5 percent of total installed of each color and pattern installed.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in installing carpet tile with minimum three years documented experience and approved by carpet tile manufacturer.

**1.06 FIELD CONDITIONS**

- A. Store materials in area of installation for minimum period of 24 hours prior to installation.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Tile Carpeting:
  - 1. Shaw Carpets.
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.

**2.02 MATERIALS**

- A. Tile Carpeting, Type Quick Ship: Line: SPACE WORX- BASIC, manufactured in one color dye lot.
- B. Manufacturer: Shaw
- C. Tile Size: match existing
- D. Quality: match existing installed system
- E. Color: Owner and Architect will select one from the BASIC line.

### **2.03 ACCESSORIES**

- A. Sub-Floor Filler: White premix latex; type recommended by flooring material manufacturer.
- B. Edge Strips: Rubber, black color.
- C. Adhesives:
  - 1. Compatible with materials being adhered; maximum VOC content as specified in Section 01 61 16.
- D. Carpet Tile Adhesive: Recommended by carpet tile manufacturer; releasable type.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive carpet tile.

#### **3.02 REMOVAL**

- A. Ten percent (10%) of the removed carpet tile shall be given to the Owner for future replacement. Select the best, random color/pattern for potential re-use by the Owner.

#### **3.03 PREPARATION**

- A. Remove existing carpet tile.
- B. Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- C. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.
- D. Vacuum clean substrate.

#### **3.04 INSTALLATION**

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install carpet tile in accordance with manufacturer's instructions.
- C. Blend carpet from different cartons to ensure minimal variation in color match.
- D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- E. Lay carpet tile in square pattern, with pile direction parallel to next unit, set parallel to building lines.
- F. Fully adhere carpet tile to substrate.
- G. Trim carpet tile neatly at walls and around interruptions.
- H. Complete installation of edge strips, concealing exposed edges.

#### **3.05 CLEANING**

- A. Remove excess adhesive without damage, from floor, base, and wall surfaces.
- B. Clean and vacuum carpet surfaces.

**END OF SECTION**

**SECTION 09 91 23**  
**INTERIOR PAINTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
  - 5. Floors, unless specifically indicated.
  - 6. Glass.
  - 7. Concealed pipes, ducts, and conduits.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.

**1.03 REFERENCE STANDARDS**

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition, [www.paintinfo.com](http://www.paintinfo.com).

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  - 1. Where sheen is specified, submit samples in only that sheen.
  - 2. Where sheen is not specified, submit each color in each sheen available.
- D. Certification: By manufacturer that paints and finishes comply with VOC limits specified.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures.
- F. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five years experience and approved by manufacturer.

## 1.06 MOCK-UP

- A. See Section 01 40 00 - Quality Requirements, for general requirements for mock-up.
- B. Provide door and frame assembly illustrating paint color, texture, and finish.
- C. Mock-up may remain as part of the work.

## 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

## 1.08 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Provide paints and finishes from the same manufacturer to the greatest extent possible.
  - 1. In the event that a single manufacturer cannot provide specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
  - 2. Substitution of MPI-approved products by a different manufacturer is preferred over substitution of unapproved products by the same manufacturer.
- B. Paints:
  - 1. Base Manufacturer: Sherwin-Williams.
  - 2. Behr Process Corporation: [www.behr.com](http://www.behr.com).
  - 3. Benjamin Moore & Co: [www.benjaminmoore.com](http://www.benjaminmoore.com).
  - 4. Glidden Professional, a product of PPG Architectural Coatings: [www.gliddenprofessional.com](http://www.gliddenprofessional.com).
  - 5. Sherwin-Williams Company: [www.sherwin-williams.com](http://www.sherwin-williams.com).
  - 6. Valspar Corporation: [www.valsparpaint.com](http://www.valsparpaint.com).
- C. Substitutions: See Section 01 60 00 - Product Requirements.

### 2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless intended to be a field-catalyzed paint.
  - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content: Comply with Section 01 61 16.
- C. Flammability: Comply with applicable code for surface burning characteristics.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- E. Colors: To be selected from manufacturer's full range of available colors.

1. Selection to be made by Architect after award of contract.
2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
3. Extend colors to surface edges; colors may change at any edge as directed by Architect.
4. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling they are mounted on/under.

### **2.03 PAINT SYSTEMS - INTERIOR**

- A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board.
  1. New Gypsum Board: Two top coats and one coat primer.
  2. Existing Painted Gypsum Board: Two top coats
  3. Top Coat(s): Institutional Low Odor/VOC Interior Latex.
    - a. Products:
      - 1) Sherwin-Williams ProMar 200 Zero VOC Interior Latex, Flat
      - 2) Sherwin-Williams ProMar 200 Zero VOC Interior Latex, Low Sheen.
      - 3) Sherwin-Williams ProMar 200 Zero VOC Interior Latex, Semi-Gloss.
      - 4) Substitutions: Section 01 60 00 - Product Requirements.

### **2.04 PRIMERS**

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
  1. Interior Institutional Low Odor/VOC Primer Sealer.
    - a. Products:
      - 1) ProMar 200 Zero VOC Interior Latex Primer.

### **2.05 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  1. Gypsum Wallboard: 12 percent.

### **3.02 PREPARATION**

- A. Clean all existing and new surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.

### 3.03 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### 3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

### 3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

### 3.06 COLOR SCHEDULE

- A. Interior Office and Lobby areas:
- B. Provide a minimum of (3) custom colors to be selected and the locations to be determined during Construction.

**END OF SECTION**

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY



**SECTION 12 24 00  
WINDOW SHADES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Window shades and accessories.

**1.02 REFERENCE STANDARDS**

- A. NFPA 701 - Standard Methods of Fire Tests for Flame Propagation of Textiles and Films; 2015.
- B. UL 325 - Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems; Current Edition, Including All Revisions.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including materials, finishes, fabrication details, dimensions, profiles, mounting requirements, and accessories.
- C. Shop Drawings: Include shade schedule indicating size, location and keys to details.
- D. Selection Samples: Include fabric samples in full range of available colors and patterns.
- E. Warranty: Submit sample of manufacturer's warranty and documentation of final executed warranty completed in Owner's name and registered with manufacturer.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of this type with minimum two years of documented experience.

**1.05 MOCK-UP**

- A. Mock-Up: Provide full size mock-up of window shade complete with selected shade fabric including sample of seam when applicable.
  - 1. Full-sized mock-up may become part of the final installation.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver shades in manufacturer's unopened packaging, labeled to identify each shade for each opening.
- B. Handle and store shades in accordance with manufacturer's recommendations.

**1.07 FIELD CONDITIONS**

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Manually Operated Roller Shades:
  - 1. Draper, Inc; Clutch Operated FlexShade XD: [www.draperinc.com](http://www.draperinc.com).
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Shade Fabric:
  - 1. Phifer, Inc; Style 4100 10% with DOW ECOLIBRIUM: [www.phifer.com](http://www.phifer.com).
  - 2. Screen percentage is to be confirmed by Owner during Submittals..

**2.02 WINDOW SHADE APPLICATIONS**

- A. Shades: Sheer shades.
  - 1. Type: Roller shades.
  - 2. Color: As selected by Architect from manufacturer's full range of colors.
  - 3. Mounting: Outside (face of jambs).
  - 4. Operation: Manual and motorized, in locations indicated.

### 2.03 ROLLER SHADES

- A. Roller Shades: Fabric roller shades complete with mounting brackets, roller tubes, hembars, hardware and accessories; fully factory-assembled.
  - 1. Drop: Regular roll.
  - 2. Size: As indicated on drawings.
- B. Fabric: Non-flammable, color-fast, impervious to heat and moisture, and able to retain its shape under normal operation; PVC-free; 100 percent recycled.
  - 1. Sheer Shades: Reduce glare yet still reveal considerable details to the outside; no privacy; Openness Factor greater than 1 percent.
  - 2. Flammability: Pass NFPA 701 large and small tests.
- C. Roller Tube: As required for type of operation, extruded aluminum with end caps.
  - 1. Fabric Attachment: Utilize extruded channel in tube to accept vinyl spline welded to fabric edge.
- D. Hembars and Hembar Pockets: Wall thickness designed for weight requirements and adaptation to uneven surfaces, to maintain bottom of shade straight and flat.
- E. Manual Operation: Clutch operated continuous loop; beaded ball chain.
- F. Motor Operation: Motor system housed inside roller tube, controlling shade movement via motor controls indicated; listed to UL 325.
  - 1. Audible Noise: Maximum 39 dBA measured 3 feet from the motor unit; no audible clicks when motor starts and stops.
  - 2. Motors: Size and configuration as recommended by manufacturer for the type, size, and arrangement of shades to be operated; integrated into shade operating components and concealed from view.
  - 3. Motor Type: Both AC and DC motors are acceptable; provide required transformers for DC motors.
  - 4. Control Compatibility: Fully compatible with the controls to be installed.

### 2.04 MOTOR CONTROLS

- A. Control Requirements:
  - 1. Unless specifically indicated to be excluded, provide all required equipment, conduit, boxes, wiring, connectors, hardware, supports, accessories, software, system programming, etc. as necessary for a complete operating system that provides the control intent indicated.

**END OF SECTION**

**SECTION 12 36 00  
COUNTERTOPS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Countertops for architectural cabinet work.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 41 00 - Architectural Wood Casework.

**1.03 REFERENCE STANDARDS**

- A. ANSI A208.1 - American National Standard for Particleboard; 2009.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- C. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.
- D. ISFA 2-01 - Classification and Standards for Solid Surfacing Material; 2013.
- E. ISFA 3-01 - Classification and Standards for Quartz Surfacing Material; 2013.
- F. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Specimen warranty.
- C. Shop Drawings: Complete details of materials and installation; combine with shop drawings of cabinets and casework specified in other sections.
- D. Selection Samples: For each finish product specified, color chips representing manufacturer's full range of available colors and patterns.
- E. Test Reports: Chemical resistance testing, showing compliance with specified requirements.
- F. Maintenance Data: Manufacturer's instructions and recommendations for maintenance and repair of countertop surfaces.

**1.05 QUALITY ASSURANCE**

- A. Fabricator Qualifications: Same fabricator as for cabinets on which tops are to be installed.
- B. Installer Qualifications: Fabricator.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

**1.07 FIELD CONDITIONS**

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

**PART 2 PRODUCTS**

**2.01 COUNTERTOPS**

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS).
- B. Solid Surfacing Countertops: Solid surfacing sheet or plastic resin casting over continuous substrate.

1. Flat Sheet Thickness: 1/2 inch, minimum.
2. Solid Surfacing Sheet and Plastic Resin Castings: Complying with ISFA 2-01 and NEMA LD 3; acrylic or polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.
  - a. Manufacturers:
    - 1) Avonite Surfaces; -: www.avonitesurfaces.com.
    - 2) Dupont; -: www.corian.com.
    - 3) Formica Corporation; -: www.formica.com.
    - 4) Wilsonart; -: www.wilsonart.com.
    - 5) Substitutions: See Section 01 60 00 - Product Requirements.
  - b. Surface Burning Characteristics: Flame spread index of 25, maximum; smoke developed index of 450, maximum; when tested in accordance with ASTM E84.
  - c. Finish on Exposed Surfaces: Matte, gloss rating of 5 to 20.
  - d. Color and Pattern: to be selected from Manufacturer's full available color line (solids and colors and patterns).
3. Other Components Thickness: 1/2 inch, minimum.
4. Exposed Edge Treatment: Built up to minimum 1-1/4 inch thick; square edge.

## **2.02 ACCESSORY MATERIALS**

- A. Particleboard for Supporting Substrate: ANSI A208.1 Grade 2-M-2, 45 pcf minimum density; minimum 3/4 inch thick; join lengths using metal splines.
- B. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.
- C. Joint Sealant: Mildew-resistant silicone sealant, clear.

## **2.03 FABRICATION**

- A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
  1. Join lengths of tops using best method recommended by manufacturer.
  2. Fabricate to overhang fronts and ends of cabinets 1 inch except where top butts against cabinet or wall.
  3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.
- B. Solid Surfacing: Fabricate tops up to 144 inches long in one piece; join pieces with adhesive sealant in accordance with manufacturer's recommendations and instructions.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### **3.03 INSTALLATION**

- A. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.
- B. Seal joint between back/end splashes and vertical surfaces.

### **3.04 TOLERANCES**

- A. Variation From Horizontal: 1/8 inch in 10 feet, maximum.
- B. Offset From Wall, Countertops: 1/8 inch maximum; 1/16 inch minimum.
- C. Field Joints: 1/8 inch wide, maximum.

### **3.05 CLEANING**

- A. Clean countertops surfaces thoroughly.

### **3.06 PROTECTION**

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

**END OF SECTION**

REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

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REFER TO THE "INVITATION FOR BID" FOR INFORMATION ON BECOMING A VALID PLAN HOLDER FOR THIS PROJECT  
FOR REFERENCE ONLY

**INDOOR LIGHTING**

CEC-NRCC-LTI-01-E (Revised 08/15)



CERTIFICATE OF COMPLIANCE		NRCC-LTI-01-E
Indoor Lighting		(Page 1 of 6)
Project Name: Water Replenishment District	Date Prepared: 12/16/2016	

<b>A. General Information</b>			
Climate Zone: 8	Conditioned Floor Area : 2,823		
	Unconditioned Floor Area : 0		
Building Type:	<input checked="" type="checkbox"/> Nonresidential	<input type="checkbox"/> High-Rise Residential	<input type="checkbox"/> Hotel/Motel
<input type="checkbox"/> Schools	<input type="checkbox"/> Relocatable Public Schools	<input checked="" type="checkbox"/> Conditioned Spaces	<input type="checkbox"/> Unconditioned Spaces
Phase of Construction:	<input type="checkbox"/> New Construction	<input type="checkbox"/> Addition	<input checked="" type="checkbox"/> Alteration
Method of Compliance:	<input type="checkbox"/> Complete Building	<input checked="" type="checkbox"/> Area Category	<input type="checkbox"/> Tailored
Project Address: 4040 Paramount Blvd			

<b>B. Lighting Compliance Documents (select yes for each document included)</b>			
<i>For detailed instructions on the use of this and all Energy Efficiency Standards compliance documents, refer to the Nonresidential Manual published by the California Energy Commission.</i>			
YES	NO	FORM	TITLE
✓		NRCC-LTI-01-E	Certificate of Compliance. All Pages required on plans for all submittals.
✓		NRCC-LTI-02-E	Lighting Controls, Certificate of Compliance, and PAF Calculation. All Pages required on plans for all submittals.
✓		NRCC-LTI-03-E	Indoor Lighting Power Allowance
	✓	NRCC-LTI-04-E	Tailored Method Worksheets
	✓	NRCC-LTI-05-E	Line Voltage Track Lighting Worksheets

**INDOOR LIGHTING**

CEC-NRCC-LTI-01-E (Revised 08/15)

CALIFORNIA ENERGY COMMISSION



CERTIFICATE OF COMPLIANCE		NRCC-LTI-01-E
Indoor Lighting		(Page 2 of 6)
Project Name: Water Replenishment District	Date Prepared: 12/16/2016	

**C. Summary of Allowed Lighting Power**

Conditioned and Unconditioned space Lighting must not be combined for compliance

Indoor Lighting Power for Conditioned Spaces				Indoor Lighting Power for Unconditioned Spaces			
1.	Installed Lighting NRCC-LTI-01-E, page 4	Watts		2.	Installed Lighting NRCC-LTI-01-E, page 4	Watts	
		+	1,716			+	0
2.	PORTABLE ONLY FOR OFFICES NRCC-LTI-01-E, page 3	+					
3.	Minus Lighting Control Credits NRCC-LTI-02-E, page 2	-	0		Minus Lighting Control Credits NRCC-LTI-02-E, page 2	-	0
4.	Adjusted <b>Installed</b> Lighting Power (row 1 plus row 2 minus row 3)	=	1,716		Adjusted <b>Installed</b> Lighting Power (row 1 minus row 3)	=	0
5.	Complies ONLY if <b>Installed</b> ≤ <b>Allowed</b>			Complies ONLY if <b>Installed</b> ≤ <b>Allowed</b>			
6.	<b>Allowed</b> Lighting Power Conditioned NRCC-LTI-03-E, page 1		2,186		<b>Allowed</b> Lighting Power Unconditioned NRCC-LTI-03-E, page 1		0

**D. Declaration of Required Installation Certificates**

Declare by selecting yes for all Installation Certificates that will be submitted. (Retain copies and verify forms are completed and signed.)

YES	NO	Form/Title	
✓		NRCI-LTI-01-E - Must be submitted for all buildings	<input type="checkbox"/> Field Inspector
	✓	NRCI-LTI-02-E - Must be submitted for a lighting control system, or for an Energy Management Control System (EMCS), to be recognized for compliance.	<input type="checkbox"/> Field Inspector
	✓	NRCI-LTI-03-E - Must be submitted for a line-voltage track lighting integral current limiter, or for a supplementary overcurrent protection panel used to energize only line-voltage track lighting, to be recognized for compliance.	<input type="checkbox"/> Field Inspector
	✓	NRCI-LTI-04-E - Must be submitted for two interlocked systems serving an auditorium, a convention center, a conference room, a multipurpose room, or a theater to be recognized for compliance.	<input type="checkbox"/> Field Inspector
	✓	NRCI-LTI-05-E - Must be submitted for a Power Adjustment Factor (PAF) to be recognized for compliance.	<input type="checkbox"/> Field Inspector
	✓	NRCI-LTI-06-E - Must be submitted for additional wattage installed in a video conferencing studio to be recognized for compliance.	<input type="checkbox"/> Field Inspector



**INDOOR LIGHTING**

CEC-NRCC-LTI-01-E (Revised 08/15)



CERTIFICATE OF COMPLIANCE		NRCC-LTI-01-E
Indoor Lighting		(Page 3 of 6)
Project Name: Water Replenishment District	Date Prepared: 12/16/2016	

<b>E. Declaration of Required Certificates of Acceptance</b>			
Declare by checking all of the Certificates of Acceptance that will be submitted. (Retain copies and verify forms are completed and signed.)			
YES	NO	Form/Title	
	✓	NRCA-LTI-02-A - Must be submitted for occupancy sensors and automatic time switch controls.	<input type="checkbox"/> Field Inspector
	✓	NRCA-LTI-03-A - Must be submitted for automatic daylight controls.	<input type="checkbox"/> Field Inspector
	✓	NRCA-LTI-04-A - Must be submitted for demand responsive lighting controls.	<input type="checkbox"/> Field Inspector

*A separate Lighting Schedule Must Be Filled Out for Conditioned and Unconditioned Spaces. Installed Lighting Power listed on this Lighting Schedule is only for:*

**CONDITIONED SPACE**       **UNCONDITIONED SPACE**

<b>F. Indoor Lighting Schedule and Field Inspection Energy Checklist</b>
<input type="checkbox"/> The actual indoor lighting power listed on this page and on the next page includes all installed permanent and planned portable lighting systems. <input type="checkbox"/> When Complete Building Method is used for compliance, list each different type of luminaire on separate lines. <input type="checkbox"/> When Area Category Method or Tailored Method is used for compliance, list each different type of luminaire by each different function area on separate lines <input type="checkbox"/> Also include track lighting in schedule, and submit the track lighting compliance form (NRCC-LTI-05-E) when line-voltage track lighting is installed.



<b>CERTIFICATE OF COMPLIANCE</b>	<b>NRCC-LTI-01-E</b>
Indoor Lighting	(Page 4 of 6)
Project Name: Water Replenishment District	Date Prepared: 12/16/2016

**G. Installed Portable Luminaires in Offices – Exception to Section 140.6(a)**

This section shall be filled out ONLY for portable luminaires in offices (As defined in §100.1). All other planned portable luminaires shall be documented on next page of this compliance form.

This section is used to determine if greater than 0.3 watts of portable lighting is planned for any office

Fill out a separate line for each different office. Small offices that are typical (having the same general and portable lighting) may be grouped together. This allowance shall not be traded between offices having different lighting systems.

Office Portable Luminaire Schedule	Office Installed Portable Luminaire Watts Per Square Foot						Office Location	Field Inspector		
1	2	3	4	5	6	7	8	9	10	
Complete Luminaire Description (i.e., LED, under cabinet, furniture mounted direct/indirect)	Watts per Luminaire	Number of Luminaires	Installed portable luminaire watts in this office (G02 x G03)	Square feet of this office	Watts per square foot (G04 / G05)	If $F \leq 0.3$ , enter zero; if $G06 > 0.3$ , (G06-0.3)	G05 x G07	Identify Office area in which these portable luminaires are installed	Pass	Fail
									<input type="checkbox"/>	<input type="checkbox"/>
									<input type="checkbox"/>	<input type="checkbox"/>
									<input type="checkbox"/>	<input type="checkbox"/>
									<input type="checkbox"/>	<input type="checkbox"/>
Total installed portable luminaire watts that are greater than 0.3 watts per square foot per office:								Enter sum total of all pages into NRCC-LTI-01-E; Page 1		



<b>CERTIFICATE OF COMPLIANCE</b>	<b>NRCC-LTI-01-E</b>
Indoor Lighting	(Page 5 of 6)
Project Name: Water Replenishment District	Date Prepared: 12/16/2016

A separate Lighting Schedule Must Be Filled Out for Conditioned and Unconditioned Spaces. Installed Lighting Power listed on this Lighting Schedule is only for:  
 **CONDITIONED SPACE**       **UNCONDITIONED SPACE**

H. INDOOR LIGHTING SCHEDULE and FIELD INSPECTION ENERGY CHECKLIST									
Luminaire Schedule		Installed Watts				Location	Field Inspector <sup>1</sup>		
A	B	C	D		E	F	G		H
Name or Item Tag	Complete Luminaire Description (i.e, 3 lamp fluorescent troffer, F32T8, one dimmable electronic ballast)	Watts per Luminaire	How wattage was determined		Number Luminaires	Total Installed Watts in this area (H03 x H05)	Primary Function area in which these luminaires are installed	Pass	Fail
			CEC Default from NA8	According to §130.0(c)					
(E) & (R)	3 Lamp 4 ft T8 LED Retrofit Kit w/Driver	52.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	104	Office <= 250 sqft	<input type="checkbox"/>	<input type="checkbox"/>
(E) & (R)	3 Lamp 4 ft T8 LED Retrofit Kit w/Driver	52.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	31	1,612	Office > 250 sqft	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>
<b>INSTALLED WATTS PAGE TOTAL:</b>						<b>1,716</b>	Enter sum total of all pages into NRCC-LTI-01-E; Page 2		



<b>CERTIFICATE OF COMPLIANCE</b>	NRCC-LTI-01-E
Indoor Lighting	(Page 6 of 6)
Project Name: Water Replenishment District	Date Prepared: 12/16/2016

<b>DOCUMENTATION AUTHOR'S DECLARATION STATEMENT</b>	
1. I certify that this Certificate of Compliance documentation is accurate and complete.	
Documentation Author Name: S&K Engineers	Documentation Author Signature: 
Company: S & K ENGINEERS, INC.	Signature Date: 12/16/2016
Address: 421 East Huntington Drive	CEA Certification Identification (if applicable):
City/State/Zip: Monrovia, CA 91016	Phone: 626-930-1383
<b>RESPONSIBLE PERSON'S DECLARATION STATEMENT</b>	
I certify the following under penalty of perjury, under the laws of the State of California:	
<ol style="list-style-type: none"> <li>1. The information provided on this Certificate of Compliance is true and correct.</li> <li>2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).</li> <li>3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.</li> <li>4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.</li> <li>5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.</li> </ol>	
Responsible Designer Name: Lester S. Jung	Responsible Designer Signature: 
Company : S&K Engineers	Date Signed:
Address: 521 E. Huntington Drive	License: E10979
City/State/Zip: Monrovia, CA 91016	Phone: (626) 930-1383

**INDOOR LIGHTING – LIGHTING CONTROLS**

CEC-NRCC-LTI-02-E (Revised 05/15)

CALIFORNIA ENERGY COMMISSION



CERTIFICATE OF COMPLIANCE		NRCC-LTI-02-E
Indoor Lighting - Lighting Controls		(Page 1 of 3)
Project Name: Water Replenishment District	Date Prepared: 12/16/2016	

The NRCC-LTI-02-E shall be used to document all mandatory and prescriptive lighting controls that are applicable to the project.

<b>Mandatory Lighting Control Declaration Statements</b> (Indicate if the measure applies by checking yes or no below.)		
YES	NO	Control Requirements
	✓	Lighting shall be controlled by self-contained lighting control devices which are certified to the Energy Commission according to the Title 20 Appliance Efficiency Regulations in accordance with Section 110.9.
	✓	Lighting shall be controlled by a lighting control a system or energy management control system in accordance with §110.9. An Installation Certificate shall be submitted in accordance with Section 130.4(b).
	✓	One or more Track Lighting Integral Current Limiters shall be installed which have been certified to the Energy Commission in accordance with §110.9 and §130.0. Additionally, an Installation Certificate shall be submitted in accordance with Section 130.4(b).
	✓	A Track Lighting Supplementary Overcurrent Protection Panel shall be installed in accordance with Section 110.9 and Section 130.0. Additionally, an Installation Certificate shall be installed in accordance with Section 130.4(b).
✓		All lighting controls and equipment shall comply with the applicable requirements in §110.9 and shall be installed in accordance with the manufacturer's instructions in accordance with Section 130.1.
	✓	All luminaires shall be functionally controlled with manually switched ON and OFF lighting controls in accordance with Section 130.1(a).
✓		General lighting shall be separately controlled from all other lighting systems in an area. Floor and wall display, window display, case display, ornamental, and special effects lighting shall each be separately controlled on circuits that are 20 amps or less. When track lighting is used, general, display, ornamental, and special effects lighting shall each be separately controlled; in accordance with Section 130.1(a)4.
	✓	The general lighting of any enclosed area 100 square feet or larger, with a connected lighting load that exceeds 0.5 watts per square foot shall meet the multi-level lighting control requirements in accordance with Section 130.1(b).
	✓	All installed indoor lighting shall be equipped with controls that meet the applicable Shut-OFF control requirements in Section 130.1(c).
	✓	Lighting in all Daylit Zones shall be controlled in accordance with the requirements in Section 130.1(d) and daylit zones are shown on the plans.
	✓	Lighting power in buildings larger than 10,000 square feet shall be capable of being automatically reduced in response to a Demand Responsive Signal in accordance with Section 130.1(e).
✓		Before an occupancy permit is granted for a newly constructed building or area, or a new lighting system serving a building, area, or site is operated for normal use, indoor lighting controls serving the building, area, or site shall be certified as meeting the Acceptance Requirements for Code Compliance in accordance with Section 130.4.(a). The controls required to meet the Acceptance Requirements include automatic daylight controls, automatic shut-OFF controls, and demand responsive controls.

# INDOOR LIGHTING – LIGHTING CONTROLS

CEC-NRCC-LTI-02-E (Revised 05/15)



CERTIFICATE OF COMPLIANCE		NRCC-LTI-02-E
Indoor Lighting - Lighting Controls		(Page 2 of 3)
Project Name: Water Replenishment District	Date Prepared: 12/16/2016	

A separate document must be filled out for Conditioned and Unconditioned Spaces. This page is used only for the following:

CONDITIONED SPACES       UNCONDITIONED SPACES

## MANDATORY AND PRESCRIPTIVE INDOOR LIGHTING CONTROL SCHEDULE, PAF CALCULATION, and FIELD INSPECTION CHECKLIST

Lighting Control Schedule			Standards Complying With <sup>1</sup> (✓ all that apply, or enter 'E' if Exempted)								PAF Credit Calculation <sup>2</sup>			✓ if Acceptance Test Required	Field Inspector	
											Watts of Controlled Lighting	PAF	Control Credit (K x L)			
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
Location in Building	Type/ Description of Lighting Control (i.e.: occupancy sensor, automatic time switch, dimmer, automatic daylight, etc...)	# of Units	\$130.1(a)	\$130.0(b)	\$130.1(c)	\$130.1(d)	\$130.1(e)	\$140.6(a)2	\$140.6(d)					Pass	Fail	
														<input type="checkbox"/>	<input type="checkbox"/>	
														<input type="checkbox"/>	<input type="checkbox"/>	
														<input type="checkbox"/>	<input type="checkbox"/>	
														<input type="checkbox"/>	<input type="checkbox"/>	
														<input type="checkbox"/>	<input type="checkbox"/>	
														<input type="checkbox"/>	<input type="checkbox"/>	
Control Credit PAGE TOTAL (Sum of Column M):												0				
IF MULTIPLE PAGES ARE USED, ENTER SUM TOTAL OF Control Credit for all pages HERE (Sum of all Column M):												0				
												Enter Control Credit total into NRCC-LTI-01-E; Page 1.				

1. §130.1(a) = Manual area controls; §130.0(b) = Multi Level; §130.1(c) = Auto Shut-Off; §130.1(d) = Mandatory Daylight; §130.1(e) = Demand Responsive; §140.6(d) = Additional lighting controls installed to earn a PAF; §140.6(d) = Prescriptive Secondary Sidelit Daylight Controls.

2. Check Table 140.6-A for correct Factor. PAFs shall not be traded between conditioned and unconditioned spaces. As a condition to earn a PAF, an Installation Certificate is also required to be filled out, signed, and submitted.

**INDOOR LIGHTING – LIGHTING CONTROLS**

CEC-NRCC-LTI-02-E (Revised 05/15)

CALIFORNIA ENERGY COMMISSION



CERTIFICATE OF COMPLIANCE		NRCC-LTI-02-E
Indoor Lighting - Lighting Controls		(Page 3 of 3)
Project Name: Water Replenishment District	Date Prepared: 12/16/2016	

<b>DOCUMENTATION AUTHOR'S DECLARATION STATEMENT</b>	
1. I certify that this Certificate of Compliance documentation is accurate and complete.	
Documentation Author Name: S&K Engineers	Documentation Author Signature: 
Company: S & K ENGINEERS, INC.	Signature Date: 12/16/2016
Address: 421 East Huntington Drive	CEA Certification Identification (if applicable):
City/State/Zip: Monrovia, CA 91016	Phone: 626-930-1383
<b>RESPONSIBLE PERSON'S DECLARATION STATEMENT</b>	
I certify the following under penalty of perjury, under the laws of the State of California:	
<ol style="list-style-type: none"> <li>The information provided on this Certificate of Compliance is true and correct.</li> <li>I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).</li> <li>The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.</li> <li>The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.</li> <li>I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.</li> </ol>	
Responsible Designer Name: Lester S. Jung	Responsible Designer Signature: 
Company: S&K Engineers	Date Signed:
Address: 521 E. Huntington Drive	License: E10979
City/State/Zip: Monrovia, CA 91016	Phone: (626) 930-1383

**INDOOR LIGHTING POWER ALLOWANCE**

CEC-NRCC-LTI-03-E (Revised 05/15)

CALIFORNIA ENERGY COMMISSION



CERTIFICATE OF COMPLIANCE		NRCC-LTI-03-E
Certificate of Compliance - Indoor Lighting Power Allowance		(Page 1 of 4)
Project Name: Water Replenishment District	Date Prepared: 12/16/2016	

A separate page must be filled out for Conditioned and Unconditioned Spaces. This page is only for:

CONDITIONED spaces                       UNCONDITIONED spaces

**A. SUMMARY TOTALS OF LIGHTING POWER ALLOWANCES**

- If using Complete Building Method for compliance, use only the total in column (a) as total allowed building watts.
- If using Area Category Method, Tailored Method, or a combination of Area Category and Tailored Method for compliance, use only the total in column (b) as the total allowed building watts

	(a)	(b)
1. Complete Building Method Allowed Watts. Documented in section B of NRCC-LTI-03-E (below on this page)		
2. Area Category Method Allowed Watts. Documented in section C-1 of NRCC-LTI-03-E (below on this page)		2,186
3. Tailored Method Allowed Watts. Documented in section A of NRCC-LTI-04-E		0
<b>TOTAL ALLOWED BUILDING WATTS. Enter number into correct cell on NRCC-LTI-01, Page 2, Row 1</b>		2,186
<input type="checkbox"/> Check here if building contains both conditioned and unconditioned areas.		

**B. COMPLETE BUILDING METHOD LIGHTING POWER ALLOWANCE**

1		2		3		4
TYPE OF BUILDING (From §140.6 Table 140.6-B)		WATTS PER (ft <sup>2</sup> )	x	COMPLETE BLDG. AREA	=	ALLOWED WATTS
		Total Area:				
Total Watts. Enter Total Watts into section A, row 1 (Above on this page)						

C -1 AREA CATEGORY METHOD TOTAL LIGHTING POWER ALLOWANCES (D plus E)	Watts
Total from section C-2	2,186
Total from section C-3	0
Total Watts. Enter Total Watts into section A, row 2 (Above on this page)	2,186



**INDOOR LIGHTING POWER ALLOWANCE**

CEC-NRCC-LTI-03-E (Revised 05/15)



CERTIFICATE OF COMPLIANCE	NRCC-LTI-03-E
Certificate of Compliance - Indoor Lighting Power Allowance	
(Page 2 of 4)	
Project Name: Water Replenishment District	Date Prepared: 12/16/2016

A separate page must be filled out for Conditioned and Unconditioned Spaces. This page is only for:

CONDITIONED spaces                       UNCONDITIONED spaces

**C -2 AREA CATEGORY METHOD GENERAL LIGHTING POWER ALLOWANCE**

- Do not include portable lighting for offices. Portable lighting for offices shall be documented only in section B of NRCC-LTI-01-E.
- Separately list lighting for each primary function area as defined in §100.1 of the Standards.

A		B	C	D
AREA CATEGORY (From §140.6 Table 140.6-C)		WATTS PER (ft <sup>2</sup> )	AREA (ft <sup>2</sup> )	ALLOWED WATTS
Location in Building	Primary Function Area per Table 140.6-C	X	=	
Open Office	Office > 250 sqft	0.75	2,547	1,910
Office < 250 Sq Ft	Office <= 250 sqft	1.00	276	276
<b>TOTALS</b>			2,823	
Enter sum total Area Category allowed watts into section C-1 of NRCC-LTI-03-E (this compliance form)				2,186
				<b>WATTS</b>



**INDOOR LIGHTING POWER ALLOWANCE**

CEC-NRCC-LTI-03-E (Revised 05/15)



CALIFORNIA ENERGY COMMISSION

**CERTIFICATE OF COMPLIANCE**

NRCC-LTI-03-E

Certificate of Compliance - Indoor Lighting Power Allowance

(Page 4 of 4)

Project Name: Water Replenishment District

Date Prepared: 12/16/2016

**DOCUMENTATION AUTHOR'S DECLARATION STATEMENT**

1. I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name:	S & K Engineers	Documentation Author Signature:	
Company:	S & K ENGINEERS, INC.	Signature Date:	12/16/2016
Address:	421 East Huntington Drive	CEA Certification Identification (if applicable):	
City/State/Zip:	Monrovia, CA 91016	Phone:	626-930-1383

**RESPONSIBLE PERSON'S DECLARATION STATEMENT**

I certify the following under penalty of perjury, under the laws of the State of California:

- The information provided on this Certificate of Compliance is true and correct.
- I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
- The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
- The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
- I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name:	Lester S. Jung	Responsible Designer Signature:	
Company :	S&K Engineers	Date Signed:	
Address:	521 E. Huntington Drive	License:	E10979
City/State/Zip:	Monrovia, CA 91016	Phone:	(626) 930-1383