



**ADDENDUM NO. 1
TO THE**

**OMWD COURTYARD GARDENS PROJECT
FOR THE OLIVENHAIN MUNICIPAL WATER DISTRICT**

September 8, 2022

The following addendum shall be made part of the Bidding Opportunity. **The deadline for submitting proposals REMAINS UNCHANGED at 2:00 p.m. Wednesday September 28th, 2022 at 1966 Olivenhain Road, Encinitas, CA 92024.**

ADDENDUM SECTION 1 – QUESTIONS

1. Q: Please confirm the references to TWO-YEAR GUARANTEE.
A: **The project will have a one-year guarantee. In GENERAL PROVISIONS, replace all references to a two-year guarantee with a one-year guarantee. Note plant establishment is specified separately from guarantee.**

ADDENDUM SECTION 2 – REVISIONS

1. **DELETE** BID FORM CHECKLIST
REPLACE with BID FORM CHECKLIST – REVISED
2. **DELETE** TABLE OF CONTENTS
REPLACE with TABLE OF CONTENTS – REVISED
3. **DELETE** BID NOTICE
REPLACE with BID NOTICE – REVISED
4. **DELETE** BID FORM
REPLACE with BID FORM – REVISED
5. **DELETE** Section 00810 Special Provisions
REPLACE with Section 00810 Special Provisions - REVISED
6. **DELETE** Section 01010 Summary of Work
REPLACE with Section 01010 Summary of Work – REVISED
7. **DELETE** Section 01150 Measurement and Payment
REPLACE with Section 01150 Measurement and Payment – REVISED

8. **DELETE** Section 01202 Progress Meetings
REPLACE with Section 01202 Progress Meetings – REVISED
9. **DELETE** Section 01545 Protection of the Work and Property
REPLACE with Section 01545 Protection of the Work and Property – REVISED
10. **DELETE** Section 01550 Site Access
REPLACE with Section 01550 Site Access – REVISED
11. **DELETE** Section 03000 General Concrete Construction
REPLACE with Section 03000 General Concrete Construction – REVISED

END OF ADDENDUM NO. 1

Attachments: BID FORM CHECKLIST – REVISED
TABLE OF CONTENTS – REVISED
BID NOTICE – REVISED
BID FORM – REVISED
Section 00810 Special Provisions – REVISED
Section 01010 Summary of Work – REVISED
Section 01150 Measurement and Payment – REVISED
Section 01202 Progress Meetings – REVISED
Section 01545 Protection of the Work and Property – REVISED
Section 01550 Site Access – REVISED
Section 03000 General Concrete Construction – REVISED

APPROVED:
OLIVENHAIN MUNICIPAL WATER DISTRICT



09/08/2022

Lindsey Stephenson, P.E.
Engineering Manager

BID FORM CHECKLIST - REVISED

(To be placed in the Bidder's Contract Documents in front of the Table of Contents)

Bid Form Page	Requirement	Initial
1 of 16	BID FORM- Fill out the form and acknowledge <u>all</u> addenda in the spaces provided at the end of the first paragraph	
2 of 16	BIDDING INSTRUCTIONS- Examination of the site and review of the Contract Documents has been completed. Bid Schedule and all Bid forms are to be submitted with this Bid Form Checklist	
4-7 of 16	BID SCHEDULE- Fill out all items in the Bid Schedule, including dollar amounts in words and in numbers for each item	
8 of 16	DESIGNATION OF SUBCONTRACTORS- Fill in all information required on the form	
9 of 16	LISTING OF MANUFACTURERS- Fill in all information required on the form	
10 of 16	Fill in the type of Bid Bond enclosed in the first paragraph, and list all principals of the company in the third paragraph	
11 of 16	Fill in Bidder's license classification, license number, and all other information required in the fourth paragraph, including signature and date	
12 of 16	CERTIFICATE OF DRUG-FREE WORKPLACE- Fill in Bidder's name at the top and Certification section at the bottom of the page, including signature and date	
13 of 16	CERTIFICATE OF NONDISCRIMINATION- Fill in all information required on the form, including signature and date	
14 of 16	NONCOLLUSION AFFIDAVIT- Fill in all information required on the form including signature and date and provide notarization	
15 of 16	BIDDER'S EXPERIENCE- Fill in all information required on the form and provide signature and date at the bottom	
16 of 16	INSURANCE ACKNOWLEDGEMENT- Fill in all information required on the form and provide signature and date where indicated	
1 of 2	BID BOND- Fill in all required information including dollar amount	
2 of 2	BID BOND- Fill in all required information, provide signatures of the bidder and surety where indicated, provide notarization for principal of bidder and surety, and attach a certified Power of Attorney for surety	
00810 2 of 15	1.04 MARKING AND ADDRESSING BID ENVELOPE- Contract Documents are sealed in an envelope marked and addressed as required in this section	

Dated _____ Signature of Bidder _____

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APPENDIX A: Exhibit-1 – Site Access

REFERENCE STANDARDS

Olivenhain Municipal Water District, Standard Specifications and Drawings for the Construction of Water, Recycled Water, and Sewer Facilities, Latest Edition.

Standard Specifications for Public Works Construction, “Greenbook”, Latest Edition.

San Diego Regional Standard Drawings, Latest Edition.

PROJECT PLANS

Construction Drawings for OMWD HQ Courtyard Gardens, bound separately

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NOTICE INVITING SEALED PROPOSALS (BIDS)
FOR THE CONSTRUCTION OF
OMWD COURTYARD GARDENS PROJECT
FOR THE
OLIVENHAIN MUNICIPAL WATER DISTRICT - REVISED

NOTICE IS HEREBY GIVEN that the Board of Directors of said District invites and will receive sealed proposals (bids) up to the hour of **2:00 p.m. on the 28th day of September 2022** for the furnishing to said District of all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to construct said work. At said time, said proposals will be publicly opened and read aloud at the office of the Olivenhain Municipal Water District, 1966 Olivenhain Road, Encinitas, CA 92024, (760) 753-6466.

Bids shall conform to and be responsive to the Contract Documents for the work. Copies of the Contract Documents will be open to public inspection during business hours in the office of the District.

The District will conduct a **Mandatory** Pre-Bid Conference at the project site, 1966 Olivenhain Road, Encinitas, California, 92024 at **10:00 a.m. on September 13, 2022**.

All questions relative to this project prior to the opening of bids shall be directed to the District (see enclosed Pre-Bid Question Form). It shall be understood that no specification interpretations will be made by telephone nor will any "or equal" products be considered for approval prior to award of the contract. Bidders are encouraged to submit their pre-bid questions as early as possible, in writing by fax or mail, so they can be answered in writing through an addendum if necessary. Questions may be taken verbally; however, written questions will be given priority, and verbal questions run the risk of not being answered. Pre-bid questions will be received up to **2:00 p.m. on Wednesday September 21st, 2022** after which they will not be answered.

Contract Documents consisting of plans, specifications and bidding documents can be downloaded from the "Upcoming Projects and Planning Resources" link under "Construction Projects" on the home page of the District's website at www.olivenhain.com. Contract documents are not available at the District. It will be the Bidder's responsibility to download and acknowledge receipt of all addenda. If you wish to be placed on the plan holders list, please send your company name, contact person, contact phone number and email to TGarnica@olivenhain.com.

Each bid shall be submitted on the bid form furnished as part of the Contract Documents and must state the Contractor's applicable license classification, license number, license expiration date, name of license holder, and relationship to Bidder. The license classification required for this project is Class C27 Landscaping. Each bid must be accompanied by cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer. This proposal guarantee shall be in an amount of not less than 10 percent of the amount of the bid and made payable to the order of or for the benefit of the District. Each bid shall be sealed and delivered to District

personnel at 1966 Olivenhain Road, Encinitas, CA 92024 on or before the day and hour set for the opening of bids. Bids not marked as being received by District personnel on or before the day and hour of bid opening will be rejected. It is the responsibility of the Bidder to ensure that the bid is received by District personnel on or before the day and hour of bid opening. Said cash, check, or bond shall be given as guarantee that the Bidder will enter into a contract with the District and furnish the required payment and performance bonds and insurance certificates and endorsements if awarded the work, and will be declared forfeited if the Bidder refuses to timely enter into said contract or furnish the required bonds or insurance certificates and endorsements if his bid is accepted. The proposal guarantee of unsuccessful bidders will be returned by the District no later than 60 calendar days following the date of award of contract.

Bidders shall have a minimum of five (5) years of successful prior experience performing the type of work required by this contract. Where the Bidder is a corporation or partnership, the entity must demonstrate at least five (5) years of successful experience with the work required by the contract. Bidders failing to demonstrate this experience may be rejected as nonresponsive at the option of the District.

Under the provisions of the California Public Works Apprenticeship Standards, Sections 1777.5, 1777.6, and 1777.7 of the Labor Code, a copy of the "Extract of Public Works Contract Award" has been included. This document will be filed with the California Department of Industrial Relations at the time of the award of the Contract.

The Board of Directors has obtained from the Director of the California Department of Industrial Relations a determination of the general prevailing rate of per diem, wages, and the general prevailing rate for legal holiday and overtime work in the locality in which said work is to be performed for each craft, classification, or type of worker needed. Not less than the determined rates shall be paid to all workers employed in the performance of the contract. Such rates of wages are on the file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.

Pursuant to Public Contract Code Section 22300, the Contractor may substitute equivalent securities for retention amounts which this Contract requires. However, the District reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities. The District shall also be entitled to charge an administrative fee, as determined by the District in its sole discretion, for substituting equivalent securities for retention amounts.

The Contractor agrees that the District's decision with respect to the administration of the provisions of Section 22300 shall be final and binding and not subject to subsequent litigation or arbitration of any kind as to acceptance of any securities being proposed, the value of these securities, the costs of administration and the determination of whether or not the administration should be accomplished by an independent agency or by the District. The District shall be entitled, at any time, to request the deposit of additional securities of a value designated by the District, in the District's sole discretion, to satisfy this requirement. If the District does not receive satisfactory securities within twelve (12) calendar days of the date of the written request, the District shall be entitled to withhold amounts due Contractor until securities of satisfactory value to the District have been received.

Pursuant to Section 995.710 of the Code of Civil Procedures, the Contractor may substitute any of the instruments specified in Code of Civil Procedure Section 995.710 for the performance and payment bonds required by the Contract Documents. All such substitutions shall be subject to review and approval by the District. Contractor agrees to pay all attorney's fees and all other fees, costs, and expenses incurred by the District in reviewing substitutes proposed by the Contractor and in preparing and implementing any agreements determined appropriate by the District to adequately protect District.

All bidders shall agree to obtain and maintain in full effect all required insurance with limits not less than the amounts indicated. Bidders who fail to comply with the insurance requirements of this contract may have their bids rejected as nonresponsive at the election of the District.

Pursuant to California Labor Code Section 6705, the cost of sheeting, shoring, and bracing of trenches, or equivalent method, where part of the job, shall constitute a separate bid item under these contract documents.

The Board of Directors of the District reserves the right to select the schedule(s) under which the bids are to be compared and contract(s) awarded, to reject any and all bids, and to waive any and all irregularities or defects in any bid.

OLIVENHAIN MUNICIPAL WATER DISTRICT

Dated: 09/08/2022



LINDSEY STEPHENSON, P.E.
ENGINEERING MANAGER

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BID FORM – REVISED

**PROPOSAL TO
OLIVENHAIN MUNICIPAL WATER DISTRICT
SAN DIEGO COUNTY, CALIFORNIA**

**FOR THE CONSTRUCTION OF
OMWD COURTYARD GARDENS PROJECT**

Name of Bidder: _____

Business Address: _____

_____ Phone No.: _____

TO THE GOVERNING BODY OF THE OLIVENHAIN MUNICIPAL WATER DISTRICT

Pursuant to and in compliance with your Notice Inviting Sealed Proposals (Bids) and the other documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, local conditions affecting the performance of the Contract, the character, quality, quantities, and scope of the work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. __, __ and __ for the prices hereinafter set forth.

The undersigned as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Owner in the form set forth in the Contract Documents.

BIDDING INSTRUCTIONS
FOR THE CONSTRUCTION OF
OMWD COURTYARD GARDENS PROJECT

Prior to the opening of bids, all questions relative to this project shall be directed to the Owner. Bidders are encouraged to submit their pre-bid questions as early as possible, in writing by fax or mail, so they can be answered in writing through addendum, if necessary. Questions may be taken verbally; however, written questions will be given priority, and verbal questions run the risk of not being answered. Pre-bid questions will be received up to **2:00 p.m., on September 21, 2022**, after which they will not be answered.

Bidders shall have a minimum of five (5) years of successful prior experience performing the type of work required by this Contract. Bidders failing to demonstrate this experience may be rejected as nonresponsive at the option of the Owner.

Bidders agree to obtain and maintain in full effect all required insurance with limits not less than the amounts indicated. Insurers must be authorized to do business and have an agent for service of process in California, have an "A" policyholder's rating and a financial rating of at least Class VI in accordance with the most current rating by A.M. Best Company. Bidders who fail to comply with the insurance requirements of this Contract may have their bids rejected as nonresponsive at the election of the Owner.

The Bidder's attention is directed to Article 3-1 "Award of Contract or Rejection of Bids" in the General Provisions concerning the above conditions.

Bidders must satisfy themselves as to the character of the work to be performed by examination of the site and review of the Contract Documents. After bids have been submitted, the Bidder expressly waives the right to assert that there was a misunderstanding concerning the nature of the work to be done. Any bid protests must be submitted within three (3) calendar days of the bid.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other personnel shall not affect the risks or obligations assumed by the Contractor, or relieve him from fulfilling any of the conditions of the Contract.

Bids shall be submitted on the Bid Form and Bid Bond included within these Contract Documents. Bidders shall designate the subcontractors and list the manufacturers of materials to be used in the Project on the Designation of Subcontractors form included with these Contract Documents. All subcontractors listed to perform any of the work must be licensed in the State of California. No single subcontractor may perform more than 25% of the work listed in the Bid Schedule unless specifically approved in advance by the District prior to the submission of bids. The Owner reserves the right to find a bid non-responsive in its sole discretion if a Bidder lists any unlicensed subcontractors to perform any of the work. Submit with the bid the completed Certificate of Drug-Free Workplace, Certificate of Nondiscrimination, Noncollusion Affidavit, Designation of Subcontractors, Bidder's Experience, and Insurance Acknowledgment included in the Bid Form. Completely fill out the one page Bid Form Checklist included in front of the Table of Contents and include it with the bid. The Owner reserves the right to find a bid non-responsive in its sole discretion if a Bidder fails to complete or include any of the aforementioned certificates or acknowledgements.

The pay items listed in each Bid Schedule are described in Specification Section 01150 – Measurement and Payment. There are multiple Bid Schedules. In order for the Owner to consider a

Bidder's proposal and for a proposal to be considered responsive, all bid schedules must be completed. If any bid schedule is not filled in, the bid will be determined to be non-responsive and will be rejected. The Owner reserves the right to reject any and all bids, to waive any irregularity in the bids received, and to award the Contract on the basis of the responsive bids.

Basis for the award shall be based on the total Base Bid price for Schedule A and Schedule B combined. The District reserves the right to award any or all Bid Schedules.

BASE BID SCHEDULE A - REVISED
OMWD COURTYARD GARDENS PROJECT- BOARDROOM COURTYARD GARDEN (COURTYARD #1)

Item	Description	Quantity	Unit	Unit Cost	Total Amount
1a.	Mobilization, demobilization, general and miscellaneous removals, bonds, Permits, insurance and cleanup. ¹ (Courtyard #1)	1	LS	\$ _____	\$ _____
1b.	Soil Preparation (Courtyard #1)	1	LS	\$ _____	\$ _____
1c.	Automatic Irrigation System (Courtyard #1)	1	LS	\$ _____	\$ _____
1d.	New concrete walk and patio (Courtyard #1)	1	LS	\$ _____	\$ _____
1e.	Courtyard #1 plants (see plant schedule on plans)	1	LS	\$ _____	\$ _____
1f.	4" deep decomposed granite (Courtyard #1)	0	-	-	-
1g.	3" deep mulch earthen (non-planted) areas (Courtyard #1)	1	LS	\$ _____	\$ _____
1h.	3" deep Beach Pebble Mix (Courtyard #1)	0	-	-	-
1i.	All other work not included under Base Bid Schedule A Schedule (Courtyard #1)	1	LS	\$ _____	\$ _____
TOTAL AMOUNT OF BASE BID SCHEDULE A				\$ _____	

TOTAL AMOUNT OF BASE BID SCHEDULE A (IN WORDS)

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, removal, overhead, profit, insurance, and incidentals required to complete the work.

¹Mobilization is limited to 10% of the total bid price for Base Bid - Bid Schedule

Note: By submission of this Bid, the Contractor acknowledges the two year guarantee as outlined in Section 5-14 of the General Provisions and has included said expenses as a part of this Bid.

BASE BID SCHEDULE B - REVISED
OMWD COURTYARD GARDENS PROJECT - LUNCH ROOM GARDEN COURTYARD
(COURTYARD #2)

Item	Description	Quantity	Unit	Unit Cost	Total Amount
2a.	Mobilization, demobilization, general and miscellaneous removals, bonds, Permits, insurance and cleanup. ¹ (Courtyard #2)	1	LS	\$ _____	\$ _____
2b.	Soil Preparation (Courtyard #2)	1	LS	\$ _____	\$ _____
2c.	Automatic Irrigation System (Courtyard #2)	1	LS	\$ _____	\$ _____
2d.	New concrete walk and patio (Courtyard #2)	1	LS	\$ _____	\$ _____
2e.	Courtyard #2 plants (see plant schedule on plans)	1	LS	\$ _____	\$ _____
2f.	4" deep decomposed granite (Courtyard #2)	1	LS	\$ _____	\$ _____
2g.	3" deep mulch earthen (non-planted) areas (Courtyard #2)	1	LS	\$ _____	\$ _____
2h.	3" deep Beach Pebble Mix (Courtyard #2)	1	LS	\$ _____	\$ _____
2i.	All other work not included under Base Bid Schedule B Schedule or Additive Alternative B1 (Courtyard #2)	1	LS	\$ _____	\$ _____
TOTAL AMOUNT OF BASE BID SCHEDULE B				\$ _____	
TOTAL AMOUNT OF BASE BID SCHEDULE B (IN WORDS)					

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, removal, overhead, profit, insurance, and incidentals required to complete the work.

¹Mobilization is limited to 10% of the total bid price for Base Bid - Bid Schedule

Note: By submission of this Bid, the Contractor acknowledges the two year guarantee as outlined in Section 5-14 of the General Provisions and has included said expenses as a part of this Bid.

**ADDITIVE ALTERNATE BID SCHEDULE B1 - REVISED
 OMWD COURTYARD GARDENS PROJECT - LUNCH ROOM GARDEN COURTYARD
 (COURTYARD #2)**

Item	Description	Quantity	Unit	Unit Cost	Total Amount
2j	Natural waterfall feature (Courtyard #2)	1	LS	\$ _____	\$ _____
TOTAL AMOUNT OF ADDITIVE ALTERNATE BID SCHEDULE B1*				\$ _____	
TOTAL AMOUNT OF ADDITIVE ALTERNATE BID SCHEDULE B1 (IN WORDS)*					

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all mobilization, labor, materials, removal, overhead, profit, insurance, and incidentals required to complete the work.

Note: By submission of this Bid, the Contractor acknowledges the two year guarantee as outlined in Section 5-14 of the General Provisions and has included said expenses as a part of this Bid.

**BASE BID SCHEDULE A AND B - REVISED
OMWD COURTYARD GARDENS PROJECT**

**TOTAL AMOUNT OF BASE BID SCHEDULE A AND BASE BID
SCHEDULE B**

\$ _____

TOTAL AMOUNT OF BASE BID SCHEDULE A AND BASE BID SCHEDULE B (IN WORDS)

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

Note: By submission of this Bid, the Contractor acknowledges the one year guarantee as outlined in Section 5-14 of the General Provisions and has included said expenses as a part of this Bid.

** Basis for the award shall be based on the total Base Bid price for Schedule A and Schedule B combined. The District reserves the right to award any or all Bid Schedules.

ACCOMPANYING THIS PROPOSAL IS

(insert the words "cash", "a cashier's check", "a certified check", or "a Bidder's bond" as the case may be) in an amount equal to at least 10 percent of the total amount of the Bid, payable to the

OLIVENHAIN MUNICIPAL WATER DISTRICT

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the Owner as liquidated damages in case this proposal is accepted by the Owner and the undersigned fails to execute a contract with the Owner as specified in the Contract Documents or fails to furnish the required payment and performance bonds, and insurance certificates and endorsements. Should the Owner be required to engage the services of an attorney in connection with the enforcement of this bid, Bidder promises to pay Owner's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTICE - If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if Bidder or other interested person is an individual, state first and last names in full; if the Bidder is a joint venture, state the complete name of each venturer).

The Owner has determined the license classification necessary to bid and perform the subject contract. In no case shall this Contract be awarded to a specialty contractor whose classification constitutes less than a majority of the project. When a specialty contractor is authorized to bid a portion of the work of this contract, all work to be performed outside of the contractor's license specialty, except work specifically authorized by the Owner, shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act commencing with Section 4100 et seq., of the Public Contract Code. See Business and Professions Code Section 7059.

The Contractor's license classification(s) required for this project are as follows:

CLASS C27 – LANDSCAPING

It is the Owner's intent that "plans," as used in Public Contract Code Section 3300, is defined as the construction Contract Documents, which include both the Plans and the Specifications.

Bidder warrants and represents that it has at least five (5) years of successful experience performing the type of work required by this Contract.

Bidder warrants and represents, under penalty of perjury, that license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. Bidders must state, under penalty of perjury, the Contractor's applicable license classification, license number, license expiration date, name of license holder, and relationship to Bidder. Any bid not containing this information may be considered nonresponsive and may be rejected by the Owner.

Bidders relying upon licenses of Responsible Managing Employees (RME) or Responsible Managing Officers (RMO) agree to provide the Owner with all information it determines necessary to verify that the Bidder complies with California State Contractor's License Law.

License Classification: _____

License Number: _____

Expiration Date: _____

Name of License Holder: _____

Relationship to Bidder: _____

Name of Bidder: _____

Signatures: _____

Dated: _____, 20____

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if the Bidder is an individual, his signature shall be placed above; if the Bidder is a joint venture, the name of the joint venture shall be set forth above with the signature of an authorized representative of each venturer.

CERTIFICATE OF DRUG-FREE WORKPLACE

BIDDER: _____

The Bidder named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named Bidder will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or loan:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or loan.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Bidder to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: _____

DATE EXECUTED: _____ EXECUTED IN COUNTY OF: _____

OFFICIAL'S SIGNATURE: _____

TITLE: _____

CERTIFICATE OF NONDISCRIMINATION

1. During the performance of this contract, Bidder and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Bidders and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidder and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Bidder and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This Bidder shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT THE BIDDER WILL COMPLY WITH THE ABOVE REQUIREMENTS.

BIDDER NAME: _____

CERTIFIED BY:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

NONCOLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

I, _____, being duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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 that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference, with anyone to fix the bid price of 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

Signature of Bidder: _____

Subscribed and sworn to before me on this _____ day of _____, 20__.

BIDDER'S EXPERIENCE

Name of Bidder: _____

License Number: _____

List a minimum of five (5) similar projects successfully completed by the Bidder during the last five (5) years. Projects not similar in scope, fee, and complexity will not be considered as representative of this project.

Project Name and Location	Contract Value	Project Owner's Name, Address & Telephone No.	Date Completed
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I declare, under penalty of perjury, that the foregoing is true and correct.

Dated: _____, 20____
_____ (Signature of Bidder)

INSURANCE ACKNOWLEDGMENT

On behalf of the Bidder making this proposal, the undersigned warrants and represents that the Bidder has carefully read and understood all of the insurance requirements of the Contract Documents and has included the full cost of providing insurance meeting all requirements of the Contract Documents in the bid.

Upon request by Owner prior to the time of Award, the Bidder agrees to promptly provide Owner with letters from insurance companies meeting the requirements of the Contract Documents verifying that they are prepared to issue insurance to Bidder meeting all requirements of the Contract Documents. The failure of Bidder to provide Owner with this proof of insurance prior to the time of Award shall entitle Owner to reject the Bidder's bid as nonresponsive and to Award the bid to the next lowest Bidder at the sole discretion of Owner.

The failure of Bidder to provide Owner with insurance meeting all requirements of the Contract Documents within 15 calendar days after the Award, shall constitute a material breach of the Contract, entitling Owner to terminate the Contract and call the bid bond.

By dating and executing this Insurance Acknowledgment, Bidder hereby accepts all terms and conditions of this Insurance Acknowledgment and agrees to be bound by all of its terms.

Dated: _____, 20__

(Name of Bidder)

(Signature)

(Typed Name and Title)

(BLANK)

SECTION 00810 – SPECIAL PROVISIONS – REVISED

1.01 DEFINITIONS

Whenever the following terms occur in the Contract Documents, the meaning shall be interpreted as follows:

ATTORNEY FOR Owner – Alfred E. Smith, Nossaman LLP, 777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017, (213) 612-7831

BOARD OF DIRECTORS – Board of Directors of the Olivenhain Municipal Water District.

CITY – City of Encinitas, 505 South Vulcan Ave. Encinitas, CA 92024

CONTRACT TIME – The number of consecutive days stated in the contract documents commencing from the date of the notice of award, for completion of the Work.

DATE OF AWARD OF CONTRACT – The date of the District Resolution (formal action of the Board of Directors of the District) awarding the Contract.

DISTRICT – Olivenhain Municipal Water District (OMWD), 1966 Olivenhain Road, Encinitas, California 92024, (760) 753-6466.

DISTRICT'S REPRESENTATIVE – The Owner's Representative.

DRAWINGS or PLANS – Construction drawings entitled, “**OMWD COURTYARD GARDENS PROJECT**” and referenced Standard Drawings or Regional Standard Drawings.

ENGINEER / DESIGN ENGINEER – Landscape Technologies, 3685 Vista Campana Unit 41, Oceanside, CA 92057, Tel: (760) 809-3241.

OWNER – Olivenhain Municipal Water District (OMWD), 1966 Olivenhain Road, Encinitas, California 92024, Tel: (760) 753-6466; Fax: (760) 753-1578.

OWNER'S REPRESENTATIVE – The person or engineering/architectural firm authorized by the District to represent it during the performance of the work and until final acceptance. The Owner's Representative is referred to throughout the Contract Documents as if singular in number and masculine in gender. The Owner's Representative means the Owner's Representative and his assistants.

PUBLIC WORKS SPECIFICATIONS – Standard Specifications for Public Works Construction Current Edition by APWA/AGC, the “GREENBOOK”, Current Edition.

REGIONAL STANDARD DRAWINGS – Standard Drawings for Agencies in the San Diego Region as recommended by the Regional Standards Committee and published by the San Diego County Department of Public Works, Current Edition.

SPECIAL PROVISIONS – Section 00810 of the specifications.

SPECIFICATIONS – Division 1 to 15 of the technical specifications contained in these Contract Documents, and those technical specifications contained in the Drawings.

STANDARD DRAWINGS – Drawings A-1.1 through G-15 of the Olivenhain Municipal Water District, Standard Specifications and Drawings for the Construction of Water, Recycled Water, and Sewer Facilities, dated December 2017, with revisions.

STANDARD SPECIFICATIONS – Divisions 1 through 15 of the Olivenhain Municipal Water District, Standard Specifications and Drawings for the Construction of Water, Recycled Water, and Sewer Facilities, dated February 2017, with revisions.

STATE STANDARD SPECIFICATIONS – State of California, Department of Transportation, Standard Specifications, Current Edition, Caltrans.

STATE STANDARD PLANS – State of California, Department of Transportation, Standard Plans, Current Edition, Caltrans.

WATER AUTHORITY – San Diego County Water Authority

Whenever the following terms appear in the State Standard Specifications or Public Works Specifications, the meaning shall be interpreted as follows:

AGENCY, BOARD or DEPARTMENT – The Owner.

ENGINEER – The Owner’s Representative.

1.02 TERMS

Command type sentences used in the Contract Documents refer to and are directed to the Contractor.

1.03 ABBREVIATIONS

Interpret abbreviations used on the Drawings and in the Specifications as explained on the Drawings.

1.04 MARKING AND ADDRESSING BID ENVELOPE

Bids shall be made on the Bid Form and Bid Bond included within the Contract Documents. Complete and include the Bid Form Checklist together with the completed Bid Form and Bid Bond when submitting a bid. Seal the Contract Documents with the filled-out bid in an envelope marked and addressed as follows:

BID FOR CONSTRUCTION OF:
OMWD COURTYARD GARDENS PROJECT

OLIVENHAIN MUNICIPAL WATER DISTRICT
Attention: Lindsey Stephenson, Engineering Manager
1966 Olivenhain Road
Encinitas, California 92024

1.05 AWARD OF CONTRACT OR REJECTION OF BIDS

Within a period of 60 calendar days after the opening of bids, the District will accept or reject the bids.

1.06 CONTRACTOR'S LICENSING REQUIREMENTS

The District has determined the license classification necessary to bid and perform the subject contract. In no case shall this contract be awarded to a specialty contractor whose classification constitutes less than a majority of the portion of the work of this contract, all work to be performed outside of the contractor's license specialty, except work specifically authorized by District, shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontractor Fair Practices Act commencing with Section 4100 et seq., of the Public Contract Code. See Business and Professions Code Section 7059.

The Contractor's license classification required for this project is a California State Contractor's License C27 Landscaping.

It is the District's intent that "plans", as used in Public Contract Code Section 3300, is defined as the construction Contract Documents, which include both the Drawings and the Specifications

1.07 TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY

The work for Bid Schedule A shall be completed within FIFTY-SIX (56) CONSECUTIVE CALENDAR DAYS from and after the date of the Notice to Proceed. The work for Bid Schedule B, including Additive Alternative B (if applicable), shall be completed within TWENTY-EIGHT (28) DAYS from the date of Notice of Substantial Completion for all the work in Bid Schedule A. The total time for completion shall be EIGHTY-FOUR (84) CONSECUTIVE CALENDAR DAYS.

The Contractor will not be permitted to begin work until the agreement, bonds or substitutes, insurance certificates and endorsements are acceptable to the District and Attorney for District. This period of time is set forth in Paragraph 3-2 Execution of Contract in the General Provisions. Time is of the essence in this contract.

The Contractor shall complete all work in its entirety as specified in the Contract Documents within these time periods. Time of completion shall also include time for all submittals and coordination required to satisfy the requirements of these Contract Documents.

The Contractor agrees that the work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Time for completion stated above including minimizing Construction Highline and customer interruption of water service. It is expressly understood and agreed, by and between Contractor and District that the Time for completion is reasonable for the completion of the WORK, taking into consideration the average climatic range, usual industrial conditions prevailing in this locality, and lead time required to procure equipment.

The Contractor shall provide proof of delays caused from equipment or material procurement outside of his/her control for approval by the Owner. Approved delays shall be remedied by additional time to the contract and shall not include additional compensation.

The Contractor shall provide submittals to the Owner for long-lead items seven (7) working days after issuance of the Notice to Proceed. Delays to the contract time for completion as a result of the Contractors failure to provide submittals for long-lead items within this time period will not be considered by the Owner for requests for additional time.

Pursuant to Government Code 53069.85, forfeiture for each day project completion is delayed beyond the time allowed shall be at the rate of \$1,500.00 per day, except as noted below.

Pursuant to Government Code 53069.85, forfeiture for each day the Construction Highline is in operation beyond the time noted in Section 1.39, shall be at the rate of \$3,000.00 per day.

1.08 PERMITS

The Contractor shall obtain and pay for all required permits and provide copies of all permits to the District's Representative prior to starting work, including the San Diego County Air Pollution Control District's permits for construction and operation of diesel generators, if used. The Contractor shall comply with the ordinances, directives, and regulations of the respective agencies with jurisdiction over the area of the work. All work not specifically covered in the required permits shall conform to the requirements of these Specifications. The cost of all permits and plan check review shall be borne by the Contractor and included in the Contractor's bid.

The Contractor shall be responsible for developing haul routes for the importing or exporting of materials or equipment for the project and obtaining and paying for all required permits from the affected agencies of jurisdiction, i.e., City of Encinitas. The Contractor shall provide copies of all required permits to the District's Representative prior to starting work. The Contractor shall comply with the ordinances, directives, and regulations of the respective agencies with jurisdiction over the area of the work. All costs for transport fees, dump fees, plan or haul route reviews, permits, and related incidentals shall be borne by the Contractor and included in the Contractor's bid.

1.09 USE OF ASBESTOS PRODUCTS NOT PERMITTED

- A. The intent of the Contract Documents is to provide asbestos-free components throughout the project in accordance with the recent Environment Protection Agency stated policy

seeking a ban on the use of all products containing asbestos. Where the Contract Documents or the referenced specifications, standards, codes, or tests refer to products containing asbestos, the Contractor shall provide acceptable alternatives under those documents, or in the absence of such referenced alternatives, he shall submit a proposed substitute to the District's Representative for review and acceptance.

1.10 ABATEMENT OF AIR POLLUTION

- A. Comply with all applicable Federal, State, County, and City laws and regulations concerning the prevention and control of air pollution.
- B. Conduct construction activities and equipment in a manner so as to minimize atmospheric emissions or discharges of air contaminants. Equipment or vehicles that show excessive emissions of exhaust gases shall not be operated on the site.

1.11 NOISE CONTROL REQUIREMENTS

- A. The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.
 - 1. The Contractor shall familiarize themselves with the City or County Zoning Performance Standards applicable to night work and day work.
- B. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.
- C. Each vehicle equipped with a back-up alarm shall use a white noise back-up alarm Brigade BBS-97 or equal at all times.
- D. Noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks and transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety for the protection of personnel.
- E. All work shall be coordinated with OMWD Staff as to insure minimal disruption to daily operations on the OMWD Campus.

1.12 AMOUNT OF LIABILITY INSURANCE

- A. Employer's Liability Insurance:
 - 1. Bodily injury coverage by accident shall be for not less than \$1,000,000 for each employee and \$1,000,000 for each accident.
- B. General Liability:

Bodily injury, personal injury, and property damage coverage shall be in a combined single limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Bodily injury and property damage coverage shall be in a combined single limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate.

D. Earthquake and Tidal Wave Insurance:

Earthquake and Tidal Wave Insurance is not required for this project.

E. Additional Insured:

In addition to the additional insureds required for Liability insurance in the General Provisions, 8-3 LIABILITY INSURANCE, and 8-4 BUILDER'S RISK "ALL RISK" INSURANCE, the District and each of its directors, officers, employees, and agents and its Design Engineer shall be named as additional insureds for all Liability insurance and Builders' Risk Insurance provided herein.

1.13 USE OF THE STANDARD DRAWINGS

Where the Drawings or Specifications make reference to the Standard Drawings, construct the item in accordance with the details and materials as specified in the Contract Documents. For items not included in the Standard Drawings that are part of the Contract Documents, construct the item in accordance with the Olivenhain Municipal Water District, Standard Specifications and Drawings for the Construction of Water, Recycled Water, and Sewer Facilities dated June 2008 with revisions. These District Standard Drawings and Standard Specifications are available for purchase at the office of the District.

1.14 CONSTRUCTION SCHEDULE AND BID BREAKDOWN

The Contractor shall conform to the requirements of Article 6-3 Contractor's CONSTRUCTION SCHEDULE AND COST BREAKDOWN of the General Provisions within 15 days after the date of award of contract. Submit to the District's Representative a construction progress schedule and bid breakdown in bar chart form. Divide each lump sum bid item into its major elements of work and show separately labor, materials and equipment costs. The District's Representative will use this cost breakdown as a basis for the monthly progress estimate and payment. The schedule shall specifically include and identify the construction sequence requirements defined on the plans.

1.15 STORM DRAIN PROTECTION

The Contractor shall comply with all local ordinances, County of San Diego Ordinance No. 9424, National Pollutant Discharge Elimination Permit Number CAS 0108758 and State Water Resources Control Board NPDES Permit No. CAS000002. The Contractor shall install and maintain Best Management Practices (BMPs) to the Maximum Extent Practicable (MEP) to prevent or reduce pollutant discharges to local storm drain/storm water conveyance systems and/or receiving waters from construction activities. The

Contractor shall manage the Work to prevent or reduce pollutant discharges to local storm drain/storm water conveyance systems and/or receiving waters. BMPs to be implemented are detailed in the County of San Diego "Stormwater Standards Manual" and shall be applied in the following areas, if applicable to the project:

- (1) Erosion control on slopes;
- (2) Erosion control on flat areas; or BMPs to desilt runoff from flat areas;
- (3) Runoff velocity reduction;
- (4) Sediment control;
- (5) Offsite sediment tracking control;
- (6) Materials management;
- (7) Waste management;
- (8) Vehicle and equipment management;
- (9) Water conservation;
- (10) Structure construction and painting;
- (11) Paving operations;
- (12) Dewatering operations;
- (13) Planned construction operations;
- (14) Downstream erosion control;
- (15) Prevention of non-stormwater discharges;
- (16) Management of run-on discharges;
- (17) Protection of ground water; and

BMPs shall include post-construction BMPs for permanent control of erosion from slopes. These BMPs can include structures to convey runoff safely from the tops of slopes, vegetation or alternative stabilization of all disturbed slopes and/or the use of natural drainage systems to the MEP.

1.16 PROTECTION OF EXISTING UTILITIES

The Contractor shall coordinate their efforts with the District and shall take every precaution to protect all existing utilities and structures at the project site. The Contractor shall be

responsible for all Underground Service Alert notification and mark outs prior to the beginning of work.

1.17 COORDINATION WITH DISTRICT OPERATIONS

A. The Contractor shall coordinate all work with the District sufficiently ahead of time so as to not interfere with the District's operations. The Contractor shall submit a detailed sequence of work to the District for all work in accordance with Section 01043. This proposed sequence of work shall be reviewed with the District prior to construction for consistency with the Sequence of Work as described in these Contract Documents and the District's required operation and shut-down plan.

1.18 PRE-CONSTRUCTION CONFERENCE AND PROGRESS MEETINGS

A Pre-Construction Conference shall be scheduled prior to start of project as described in Section 01201 Preconstruction Conference. The District, the Contractor, and the District's Construction Manager shall be present. The Contractor's detailed sequence of work and a list of labor, material and equipment rates for additional work shall be established and maintained throughout the project. Contractor shall identify all personnel assigned to the project and a complete set of approved submittal data for use by inspection personnel. Contractor shall have a designated representative for this project.

The Contractor shall also attend a project planning meeting as described in Specification Section 01202, Progress Meetings.

1.19 HOURS OF WORK

Hours of work shall be 8:00 A.M. to 4:30 P.M. unless otherwise specified in writing and agreed to by the District. **Absolutely no equipment shall be started or warmed up prior to 8:00 AM or after 4:30 PM.** Overtime and shift work may be established as short-term procedure by Contractor with written notice to and written permission from District. No work other than overtime and shift work approved by District shall be done between the hours of 4:30 P.M. and 8:00 A.M., nor on weekends, or District recognized holidays, except such work as is necessary for the proper care and protection of the work already performed, except in case of emergency, or as otherwise specified by the District, and as specified herein. Special consideration may be given outside of these established working ours to minimize impact to District Staff and normal business operations. Any special work hours or dates must be arranged and approved by the District in advance of the planned work in writing. The District reserves the right to require any work that interferes with normal scheduled business to be rescheduled. The District recognized holidays are as follows:

Veterans Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Christmas Day (observed)	Monday, December 26, 2022
New Year's Day (observed)	Friday, December 30, 2022
Martin Luther King Jr. Day	Monday, January 16, 2023
President's Day	Monday, February 20, 2023

Additionally, one board meeting is held each month in the Olivenhain Municipal Water District boardroom. Safety Committee meetings are held on the last Wednesday of every second month in the OMWD boardroom. Contractor shall not, without expressed written consent from the District, conduct any work activities that have the potential to interfere or disrupt standing District Board and Safety meetings as described in Specification Section 01010. Upcoming Board and Safety Meetings include, but are not limited to:

Safety Meeting	Wednesday, October 26, 2022
Board Meeting	Wednesday, November 16, 2022
Board Meeting	Wednesday, December 14, 2022

1.20 CONSTRUCTION SURVEYS

A. LAND MONUMENTS

The Contractor shall notify the District and the District's Representative of any existing Federal, State, City, County, and private land monuments encountered. All monuments shall be preserved, or if necessary to be destroyed during performance of the Work, shall be replaced by a licensed surveyor under contract to the Contractor. Appropriate record of survey drawings shall be filed with the City of Encinitas and County of San Diego for all replaced monuments. When government monuments are encountered, the Contractor shall notify the District's Representative at least two (2) weeks in advance of the proposed construction and provide for surveying of the existing monument before it is disturbed or destroyed.

1.21 GEOTECHNICAL WORK

A. SUBSURFACE INVESTIGATIONS

1. Geotechnical investigations were not performed or prepared for this project. The District may make agreed to subsurface, soil, or geotechnical investigations relevant to construction at the project site to obtain reasonable information upon which to base their bid.
2. The contractor shall make their own independent evaluation of the agreed to subsurface investigation(s) and the project site should be thoroughly reviewed by each potential Contractor prior to submission of a bid.

B. CONSTRUCTION TESTING

1. The District shall furnish compaction testing for all bedding, backfill, and soil compaction testing.
2. The District shall furnish all materials testing and special inspections called for in the Contract Documents, including, but not limited to concrete for all anchor blocks, welding inspection, and cathodic protection testing.

3. When any work is determined to be unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents, the costs incurred by the District for additional tests or inspections shall be reimbursed by the Contractor. Said costs shall be paid by the District and deducted from progress payments to the Contractor.

1.22 CONSTRUCTION WATER

- A. The Contractor shall obtain and pay for a construction water meter from the District and shall be responsible for all highlines and other temporary equipment and facilities necessary to provide adequate construction water to the project site. The Contractor shall coordinate the locations of water supply with the District.

1.23 POWER AND LIGHTING

- A. The Contractor shall provide all power required for construction operations, and shall provide and maintain all temporary power facilities required to perform the work in a safe and satisfactory manner. All electrical facilities shall conform to the requirements of the of the requirements of Title 8, Industrial Relations, Subchapter 5, Electrical Safety Orders, of the California Code of Regulation; and Subpart K of the OSHA Safety and Health Standards for Construction.
- B. The Contractor shall provide adequate light for work conducted at night or under low light conditions to provide adequate facilities for inspection and safe working conditions and to insure proper work.
- C. Temporary connections for electricity shall be subject to approval of the District's Representative and the power company representative. Remove temporary electrical connections in like manner prior to final acceptance of the work.

1.24 CONTRACTOR STAGING AND LAYDOWN AREA

- A. The District will make available to the contractor onsite, adequate space and area for staging and materials storage necessary for completion of this project. Staging and laydown areas must be established with the District prior to delivery of materials or equipment to the site and are limited to the confines established and agreed to prior to construction. dust control and cleanup
- B. Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning or sweeping and sprinkling with water or other means as necessary, in accordance with the San Diego Air Pollution Control District's regulations. The use of water resulting in mud on public streets and/or private property will not be permitted as a substitute for cleaning, sweeping, or other methods. Every day, and as required by the District's Representative, the Contractor shall furnish and operate a motorized, self-loaded sweeper with water spray nozzles to keep paved areas affected by the work acceptably clean and dust free.

- C. The Contractor shall keep the premises free at all times from accumulations of waste materials and rubbish. Contractor shall provide adequate trash receptacles about the site, and shall promptly empty the containers when filled. Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the site and disposed of in a manner complying with local ordinances and antipollution laws. Volatile wastes shall be properly stored in covered metal containers and removed daily. Construction materials shall be neatly stacked by the Contractor when not in use. The Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage.

1.25 SANITATION AND DRINKING WATER

- A. The Contractor shall provide toilet and wash-up facilities for his work force at the site of work. They shall comply with applicable laws, ordinances, and regulations pertaining to the public health and sanitation of dwellings and camps. The facilities shall be stored within the staging areas overnight and on weekends. The Contractor shall maintain the sanitary facilities in an acceptable condition from the beginning of work to completion and shall remove the facilities and disinfect the premises.
- B. The Contractor shall provide safe drinking water at all times at the jobsite.

1.26 SAFETY

- A. District and its inspectors, consultants, agents and other representatives are in no way responsible for safety and are there only to observe the work compliance with plans and specifications.
- B. The Contractor acknowledges responsibility for jobsite and acknowledges that the District, Engineer and their agents, employees, consultants and representatives will not have any such responsibility. To the fullest extent permitted by law the Contractor shall indemnify, defend and hold harmless the District, Engineer, their present companies, subsidiaries, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and claim costs, arising out of or resulting from performance of work by the Contractor, its subcontractors, or their agents and employees, which results in damage, loss or expense is caused in whole or in part by the negligence, active or passive, of District, Engineer, their parent and subsidiary companies, as well as their agents and employees, excepting only the sole negligence of District, Engineer, their parent or subsidiary companies and their agents and employees.

1.27 INDEMNIFICATION

- A. Contractor hereby releases and agrees to indemnify, defend, hold harmless the District, the City, Engineer, their parent and subsidiary companies, agents, employees, consultants and representatives for any and all damage to persons or property or wrongful death regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by the negligence, active or passive, of District, Engineer, their parent and subsidiary companies, as well as their agents and employees, excepting only the sole negligence of District, Engineer, their parent or subsidiary companies and their agents and employees to the

fullest extent permitted by law. Such indemnification shall extend to all claims, demands, actions, or liability for injuries, death or damages occurring after completion of the project, as well as during the work's progress. Contractor further agrees that it shall accomplish the above at its own cost, expense and risk exclusive of and regardless of any applicable insurance policy or position taken by any insurance company regarding coverage.

- B. Contractor shall defend, indemnify and hold the District, the City, Engineer, its employees, officers, or agents, harmless against any and all claims by any parties arising from, or related to, any and all damages, including legal costs and attorney's fees, resulting from interference with, interruption of, damage to, or any and all injuries which result from damage caused to subsurface installation, which is unforeseen and despite Engineer's/Architect's effort during the design process was not located, excepting only the gross negligence or willful misconduct of Engineer in providing its services.

1.28 AUDIO-VIDEO DOCUMENTATION OF PROJECT SITE

- A. Contractor will be subject to limited access in and around the existing building for courtyard access as shown in Exhibit A of the Contract Documents. Contractor shall coordinate with District personnel prior to construction for Photo documentation of pre-existing conditions.

1.29 MEASUREMENT AND PAYMENT

A. General:

1. The measurement and payment provisions of these Contract Documents shall govern over those of referenced standards, if any.
2. The price set forth in the Bid Form for the work shall include all costs and expenses incidental to completing the work, and payment of the price bid will be payment in full under this contract, except as provided by Article 9-1 PAYMENT FOR CHANGES IN THE WORK of the General Provisions.
3. As a condition precedent to approval of the Contractor's monthly payment application by the District's Representative, the Contractor shall attend all progress or issue resolution meetings scheduled by the District's Representative. In addition, the Contractor shall submit a monthly construction schedule properly updated and accurately showing the work completed to date and the work yet to be performed in the remaining Contract time. The Contractor agrees failure to comply with the foregoing to the satisfaction of the District's Representative shall delay the monthly progress payment to the Contractor without penalty to the District.

B. Lump Sum Work Items Listed in the Bid Schedule:

1. The lump sum prices include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work involved to complete the work included in lump sum work items listed in the Bid Schedules and defined by the Contract Documents.
2. The application for payment for a lump sum payment item will be for that specific work item based on the percentage completed. The percentage complete will be based on

the value of partially completed work relative to the value of the item when entirely completed and ready for service. The application for payment will be in accordance with Article 9-2 PROGRESS PAYMENTS of the General Provisions.

C. Unit Price Work Items Listed in the Bid Schedule:

1. The unit prices include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work involved to complete the work included in the unit price work items listed in the Bid Schedules and defined by the Contract Documents.
2. The application for payment for a unit price payment item will be for that specific work item based on the units of work that are entirely completed and ready for service. The application for payment will be in accordance with Article 9-2 PROGRESS PAYMENTS of the General Provisions.

D. Work Items Not Listed in the Bid Schedules:

1. The General Provisions and items in the Special Provisions which are not listed in the Bid Schedules of the Bid Form are, in general, applicable to more than one listed work item, and no separate work item is provided therefor. Include the cost of work not listed but necessary to complete the project designated in the Contract Documents in the various listed work items of the Bid Form.
2. The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the Bid Form, he shall include the cost for that work in some related bid item so that his proposal for the project does reflect his total cost for completing the work in its entirety.

1.30 NOTICE OF COMPLETION

Contractor shall apply for acceptance of the work encompassed in the Bid Schedule. Upon substantial completion of the work encompassed in the Bid Schedule, the District, at the District's sole discretion, will issue a Notice of Substantial Completion for this work.

Upon completion of all work in the Bid Schedule, Contractor shall apply for acceptance of the work. Upon acceptance of the work encompassed in the Bid Schedule, the District, at the District's sole discretion, will issue a Notice of Completion for this work

1.31 GUARANTEE

For all work encompassed in the Bid Schedule a one-year guarantee shall be furnished by the Contractor as required in the General Provisions, Article 5-14, except that any guarantee included for materials or equipment beyond the period specified herein shall be solely the responsibility of the guarantor and not the Contractor. This guarantee period shall commence with the District's issuance of a Notice of Substantial Completion or Notice of Completion for the Bid Schedule, whichever is first. Plant establishment shall not be subject to the one-year guarantee and shall be completed in accordance with the Contract Drawings.

1.32 LABOR COMPLIANCE PROGRAM AND CONTRACTOR REGISTRATION WITH STATE OF CALIFORNIA

In accordance with requirements defined by the California State Legislature via Senate Bill 854, all contractors and subcontractors involved with public works project shall be registered with the State Department of Industrial Relations. Registration is completed through an on-line application process and the payment of a fee to the State. The registration process requires contractors and subcontractors to provide workers' compensation coverage to its employees, hold a valid Contractors State Board License, have no delinquent unpaid wage or penalty assessments, and not be subject federal or state debarment. The registration form is located on the State Department of Industrial Relations website:

<http://www.dir.ca.gov/DLSE/dlsepublicworks.html>

Prior to start of construction, the Contractor shall submit to the District evidence of completing this registration for the prime firm and all subcontracting firms. Failure to submit the requested documentation shall be cause for delay of the project and subject to forfeiture due to delay in accordance with paragraph 1.07 of the Supplement to General Provisions.

1.33 PUBLIC NOTICE BY CONTRACTOR

A. Contractor shall furnish and coordinate public notices to be distributed by the District at least 1 week before starting construction in the form of door hangers using a format submitted to and approved by the District. This notice shall be distributed to all:

1. Residents and occupants within 300 feet of where construction work is to be performed.

1.34 SITE RESTORATION

Contractor shall return all disturbed areas to pre-construction conditions including, but not limited to topographic elevations, grade and material of existing surface, slopes, curb and gutter, sidewalks, driveways, striping, seal coatings, landscaping, sod grass, fences, irrigation lines and facilities, railroad ties, District facilities, and structures.

1.35 TREE AND LANDSCAPE PROTECTION

Contractor shall protect trees and existing landscape in place in accordance with the Contract Documents. No tree shall be cut or trimmed without approval of a certified arborist and a District Representative. The cutting of roots greater than 2-inches in diameter shall not be allowed and hand-digging will be required.

1.36 DISTRICT FURNISHED EQUIPMENT

A. The Contractor and the District shall make a joint inspection of the condition of each piece of equipment furnished by the District and shall note, in writing, the defects in said equipment. Damage or loss of equipment and materials after the date of their transfer to the Contractor shall be repaired or replaced at the Contractor's expense.

- B. After the joint inspection is complete, the Contractor shall assume custody of the pre-purchased equipment upon mobilization at the Project site and shall assume liability for damage to the equipment thereafter including during transfer of the equipment from storage at the District HQ site in preparation for installation.

END OF SECTION

(BLANK)

SECTION 01010 - SUMMARY OF WORK - REVISED

PART 1 - GENERAL

1.1 LOCATION AND DESCRIPTION OF WORK

- A. The Work for this project will consist of mobilization, automatic irrigation, new planting, placing mulch, placing pebble mix, new patios, and all other work in accordance with the Contract Documents.
- B. Project Location: 1966 Olivenhain Road, Encinitas, CA 92024

1.2 CONTRACTS

- A. The Work shall be constructed under one prime contract.

1.3 WORK BY OTHERS

- A. Work by Franchise Utilities. All costs for coordination with the franchise utilities or for any Work performed by Contractor associated with franchise utilities shall be borne by Contractor at no additional cost to Owner. Costs for compensation to franchise utilities for work performed by their forces shall be paid for by the Contractor.

1.4 NOT USED

1.5 CONTRACT METHOD

- A. The work hereunder will be constructed under a single contract, the total cost of which is a total lump sum.
- B. The Contractor shall include all Contract Documents as a part of all its subcontract agreements.

1.6 NOT USED

1.7 CONTRACTOR'S USE OF PREMISES

- A. Contractor's use of the premises shall be confined to the areas shown on the Drawings.
- B. Contractor shall:
 - 1. Assume full responsibility for protection and safekeeping of products stored on or off premises.
 - 2. Move stored products that interfere with the operations of Owner or other contractors.
 - 3. Obtain and pay for all additional storage or work areas required for his operations.

SECTION 01010 - SUMMARY OF WORK - REVISED

1.8 OWNER'S USE OF THE PROJECT

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Contractor shall cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as to not interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner.
 - 2. Notify Owner not less than 14 days in advance of activities that will affect Owner's operations.

1.9 WORK RESTRICTIONS

- A. Nonsmoking Building: Smoking is not permitted on any part of the OMWD campus.
- B. Controlled Substances: Use of tobacco products and other controlled substances within any portion on Project site is not permitted.
- C. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- D. Contractor shall adhere to restricted work hours as described in Specification Section 00810.
 - a. Contractor shall not, without expressed written consent from the District, conduct any work activities that have the potential to interfere or disrupt standing District Board and Safety meetings as described in Specification Section 00810. The District reserve the right to require any work that interferes with normal scheduled business to be rescheduled.

1.10 OPERATION OF EXISTING WATER SYSTEM PROHIBITED

- A. The Contractor shall at no time undertake to close off any lines, open any valves or take any other action which would affect the operation of the existing water system, except as specifically required by the Contract Documents and after approval is granted by the Owner. Request approval two (2) working days in advance of the time that interruption of the existing system is required.
- B. Work on existing structures and facilities shall be performed on a schedule and in a manner that will permit the existing facility to operate continuously, unless otherwise approved in writing by the Owner of the existing utility and/or facility affected.

1.11 CONTRACT TERMINATION

- A. The Owner may terminate this Contract without cause by giving seven (7) days prior written notice to the Contractor. In event of a contract termination the Owner will pay the Contractor for that portion of the Contract completed as of the date of termination, less the aggregate of previous payments already disbursed. The Owner will also reimburse the Contractor for all costs necessarily incurred for organizing and carrying out the stoppage of the work and paid directly by the Contractor, not including overhead, general expenses and profit. Contractor shall not be entitled to profit on any portion of the project which has not been completed.

SECTION 01010 - SUMMARY OF WORK - REVISED

1.12 OWNER'S RIGHT TO STOP WORK

- A. The Owner reserves the right to stop work for any reason, at any time. The Contractor's claim for compensation shall apply to an adjustment in the completion time of the project only. Any additional costs incurred due to any stop work order, shall be incurred by the Contractor.

1.13 HAZARDOUS WASTE

- A. The Contractor shall perform work in such a manner that there will be no hazardous wastes (fuel, oil, chemical, etc.) generated or left on the site. Should the generation of hazardous waste be necessary in order to complete the Work, it shall be the Contractor's responsibility to take all necessary steps to legally dispose of the waste and any contaminated soil or material. All hazardous waste and/or contaminated soil found on the site which has been left by the Contractor shall be properly disposed of by the Contractor. All necessary documentation of the disposal shall be obtained by the Contractor and shall be submitted to the Owner.

Note: It is unacceptable to store fuels and/or oils on site. The Contractor and Subcontractors must make provisions to fuel equipment on a mobile basis only.

1.14 WATER CONSERVATION

- A. Water resources shall be utilized in a manner that promotes maximum efficiency in the conservation of water. Water storage facilities, transport vehicles or systems shall not be permitted to operate in a faulty/leaky condition. Drop tanks, highlines, and other water handling or water-use facilities shall be kept out of public view, whenever possible. Contractor shall be responsible for making all arrangements for temporary water service with the appropriate agency. All water used on the project during construction shall be paid for by the Contractor.
- B. The Contractor shall coordinate pipeline flushing activities with the Owner to ensure clear communication and coordination of those activities.
- C. When "Flushing" new water systems in preparation for agency bacteria testing, a conscientious effort shall be made to recover, store or reuse the water. This may require the use of temporary "High Line" or "Fire Hose" to transport the used water to a temporary holding pond or tank.
- D. Water waste in site preparation, storm drain, sewer, water and miscellaneous operations, is not acceptable in any form. The Contractor shall adjust operations, as required, to meet conservation goals noted herein. If excessive waste occurs, the Owner will direct the Contractor in writing to make the necessary changes within twenty-four (24) hours to conserve water. If water waste continues the Contract may be terminated.

END OF SECTION

SECTION 01150 – MEASUREMENT AND PAYMENT - REVISED

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The items described below in Paragraph 1.4 - Pay Items refer to and are the same pay items listed in the Bid Form. They constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, Contractor's or Engineer's field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, shop drawings, record drawings, water supplies, power, maintaining traffic, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, materials, and items shall be included in the prices stipulated for the lump sum or unit price pay items listed herein.
- B. The lump sum bid prices and unit cost bid prices will be deemed to include an amount considered by the Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

1.2 SCOPE

- A. Payment shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies and manufactured articles and for all labor, operations and incidentals that are appurtenant to the items of Work and necessary to complete the various items of Work in accordance with the requirements of the Contract Documents. This shall include all appurtenances and the costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
- B. Payment shall include all measures necessary to comply with all applicable State and Federal requirements for handling, transporting and disposal of asbestos containing materials (i.e., asbestos cement) including special handling these materials in a manner that will preclude their classification as regulated asbestos containing material and worker protection to reduce health and safety risks resulting from exposure to asbestos containing materials.

1.3 BREAKDOWN OF CONTRACT PRICE OF LUMP SUM CONTRACTS

- A. Prior to the execution of a lump sum contract, the Contractor shall submit a detailed price breakdown showing the allocated portion of the total bid price to the various items of Work consistent with the Bid Schedules. Contractor must submit a preliminary price breakdown for the review and approval of the Engineer. The Owner reserves the right to reject any breakdown submitted by the Contractor which the Owner judges insufficient to allow for the preparation of accurate monthly progress payment estimates or extra work similar in nature to the Work included in the Contractor's bid. The detailed price breakdown shall be listed by specification section number and shall include a separate cost item for all items of equipment or work. The price breakdown shall typically be a unit price type breakdown and shall include quantities, unit prices and total bid cost for each cost item. Where a unit

SECTION 01150 – MEASUREMENT AND PAYMENT - REVISED

price breakdown is judged impractical, the Owner may allow a breakdown by lump sum for certain cost items. This information will be used by the Owner in preparing monthly progress payment estimates.

1.4 PAY ITEMS

A. **Bid Item No. 1a and 2a** - Mobilization, Demobilization, Bonds, Permits, Insurance, & Cleanup (Courtyard #1 and #2)

Payment shall include compensation for all labor, materials, tools and equipment including, but not limited to, the following principal items: obtaining and complying with permits not included in any other bid item; mobilizing labor force, equipment and construction facilities; providing Contractor field offices and storage yard if necessary; securing construction water supply; providing all temporary construction fencing and safety barriers; erosion control plan and BMP's; providing temporary access to site; protecting existing District facilities in the work zone; managing run-on discharges; providing on-site sanitary facilities; obtaining groundwater discharge permits or waivers; posting OSHA requirements and establishing safety programs; daily cleanup; preparing the Schedule of Values prior to the pre-construction meeting; preconstruction/progress video and photographs; work not specified for payment in any other bid item; and all incidentals for the mobilization, demobilization, and permitting for construction of the project as described in the Contract Documents.

Payment shall also include bonds, insurance, permit applications and fees. Earthquake & Tidal Wave Insurance is not required.

Payment for this item shall be limited to ten (10) percent of the total contract price.

B. **Bid Item No. 1b and 2b** - Soil Preparation (Courtyard #1 and #2)

Payment shall include all labor, materials, appliances, tools, equipment, testing required for soil preparation in accordance with the Contract Documents.

C. **Bid Item No. 1c and 2c**– Automatic Irrigation System (Courtyard #1 and #2)

Payment shall include all labor, materials, appliances, tools, equipment, testing, facilities, obtaining and paying all required construction permits and fees, transportation and services necessary for, and incidental to, performing all operations in connection with furnishing, delivery, and installation of the Landscape Irrigation System in accordance with the Contract Documents.

E. **Bid Item No. 1d and 2d** – New concrete walk and patio (Courtyard #1 and #2)

Payment shall include all labor, materials, tools, equipment and incidentals to provide new concrete walks and patios, in accordance with the Contract Documents.

SECTION 01150 – MEASUREMENT AND PAYMENT - REVISED

F. **Bid Item No. 1e and 2e** – Courtyard Plants (Courtyard #1 and #2)

Payment shall include, but is not limited to, providing and planting the required plant and all incidental work, complete in place, in accordance with the Contract Documents.

Payment shall also include completion of establishment period, in accordance with the Contract Documents.

G. **Bid Item No. 1f and 2f** – 4” Deep Decomposed Granite (Courtyard #1 and #2)

Payment shall include, but is not limited to, providing and placing a 4-inch layer of decomposed granite on all flat areas and as shown on the plans; and all incidental work, complete in place, in accordance with the Contract Documents.

H. **Bid Item No. 1g and 2g** – 3” Deep Mulch Earthen Areas (Courtyard #1 and #2)

Payment shall include, but is not limited to, providing and placing a 3-inch layer of shredded decomposed wood on all areas not planted at the conclusion of planting; and all incidental work, complete in place, in accordance with the Contract Documents.

I. **Bid Item No. 1h and 2h** – 3” Deep Beach Pebble Mix (Courtyard #1 and #2)

Payment shall include, but is not limited to, providing and placing a 3-inch layer of Beach Pebble mix over concrete footings and as shown on the plans; and all incidental work, complete in place, in accordance with the Contract Documents

J. **Bid Item No. 1i** All other work (Courtyard #1)

Payment shall include all labor, materials, tools, equipment and incidentals not included under Base Bid Schedule A.

K. **Bid Item No. 2i** – All other work (Courtyard #2)

Payment shall include all labor, materials, tools, equipment and incidentals not included under Base Bid Schedule B or Additive Alternative Schedule B1

L. **Bid Item No. 2j** – Natural Waterfall Feature (Courtyard #2)

Payment shall include all labor, materials, tools, equipment and incidentals to install natural water fall with zero pond under river rock; and all incidental work, complete in place, in accordance with the Contract Documents.

END OF SECTION

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SECTION 01202 - PROGRESS MEETINGS - REVISED

PART 1 - GENERAL

1.1 GENERAL

- A. During performance of the Work, regular bi-weekly meetings shall be convened at a day and time as mutually agreed upon by the Owner's Representative and Contractor. When no construction Work is being performed, meetings shall be held as appropriate and as mutually agreed upon by the Owner's Representative and Contractor.
- B. Meetings shall be convened at the District office at the project site or other mutually agreed upon location.
- C. The Owner's Representative shall prepare agenda, preside at meetings, and prepare and distribute a transcript of proceedings to all parties.
- D. Contractor shall provide data required and be prepared to discuss all items on agenda.

1.2 MINIMUM ATTENDANCE

- A. Contractor and Owner's representative.
- B. Others as appropriate or as mutually agreed upon.
- C. Representatives present for each party shall be authorized to act on their behalf.

1.3 AGENDA

- A. Agenda will include, but will not necessarily be limited to, the following:
 - 1. Transcript of previous meeting.
 - 2. Progress since last meeting.
 - 3. Planned progress for next period.
 - 4. Problems, conflicts and observations.
 - 5. Change Orders and Potential Change Orders.
 - 6. Applications for payment.
 - 7. Quality standards and control.
 - 8. Construction and delivery schedules. Corrective measures required.
 - 9. Coordination between parties.
 - 10. Other business.

SECTION 01202 - PROGRESS MEETINGS - REVISED

11. Other correspondence

END OF SECTION

SECTION 01545 – PROTECTION OF THE WORK AND PROPERTY - REVISED

PART 1 - GENERAL

1.1 GENERAL

- A. Contractor shall be responsible for taking all precautions, providing all programs, and taking all actions necessary to protect the Work and all public and private property and facilities from damage as specified in the General Conditions and herein.
- B. In order to prevent damage, injury or loss, Contractor's actions shall include but not be limited to, the following:
 - 1. Store apparatus, materials, supplies, and equipment in an orderly safe manner that will not unduly interfere with the progress of the Work or the Work of any other contractor or utility service company.
 - 2. Provide suitable storage facilities for all materials which are subject to injury by exposure to weather, theft, breakage, or otherwise.
 - 3. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
 - 4. Clean up daily all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the Work shall present a safe, orderly and workmanlike appearance. Perform major cleaning every Friday, or Thursday if Friday is a holiday.
 - 5. Provide barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways and other hazardous areas.
- C. Contractor shall not, except after written consent from proper parties, enter or occupy privately-owned land with men, tools, materials or equipment, except on easements provided herein.
- D. Contractor shall assume full responsibility for the preservation of all public and private property or facility on or adjacent to the site. If any direct or indirect damage is done by or on account of any act, omission, neglect or misconduct in the execution of the Work by the Contractor, it shall be restored by the Contractor, at his expense, to a condition equal to that existing before the damage was done.

1.2 PROTECTION OF EXISTING STRUCTURES

- A. Underground Structures:
 - 1. Underground structures are defined to include, but not be limited to, all sewer, water, gas, storm drains, and other piping, and manholes, chambers, electrical conduits, tunnels and other existing subsurface work located within or adjacent to the limits of the Work.

SECTION 01545 – PROTECTION OF THE WORK AND PROPERTY - REVISED

2. All underground structures known to Engineer except water, sewer, electric, and telephone service connections are shown. This information is shown for the assistance of Contractor in accordance with the best information available, but is not guaranteed to be correct or complete.
3. Contractor shall explore ahead of his trenching and excavation Work and shall uncover and pothole all obstructing underground structures a minimum of two (2) weeks prior to start of excavation per Section 01043 to determine their location, to prevent damage to them and to prevent interruption to the services which such structures provide. If Contractor damages an underground structure, he shall restore it to original condition at his expense.
4. Necessary changes in the location of the Work may be made by Engineer, to avoid unanticipated underground structures.
5. If permanent relocation of an underground structure or other subsurface facility is required and is not otherwise provided for in the Contract Documents, Engineer will direct Contractor in writing to perform the Work, which shall be paid for under the provisions of the General Conditions.
6. The Contractor shall call U.S.A. Dig Alert at 811 a minimum of two working days prior to any excavation.

B. Existing Buildings/Surface Structures:

1. Surface structures are defined as all existing buildings, structures and other facilities above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to, buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks and all other facilities that are visible above the ground surface.
2. Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Contractor shall repair damage caused by construction operation.
3. The jobsite is a secured facility. Contractor shall coordinate construction access with Owner and the work areas shall be protected in a manner that will prevent people and animals from easily entering the site except by entrance gates. Contractor shall secure all construction entrances at the end of each work day.
4. Temporary Building Partition: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
5. Contractor shall not route pumping equipment and/or hoses through the fully occupied building unless appropriate control/protective measures are reviewed and approved in advance by the Owner in writing.

C. Protection of Underground and Surface Structures:

SECTION 01545 – PROTECTION OF THE WORK AND PROPERTY - REVISED

1. Contractor shall sustain in their places and protect from direct or indirect injury all underground and surface structures located within or adjacent to the limits of the Work. Such sustaining and supporting shall be done carefully and as required by the party owning or controlling such structure. Before proceeding with the Work of sustaining and supporting such structure, Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the party owning same.
 2. Contractor shall assume all risks attending the presence or proximity of all underground and surface structures within or adjacent to the limits of the Work. Contractor shall be responsible for all damage and expense for direct or indirect injury caused by his Work to any structure. Contractor shall repair immediately all damage caused by his Work, to the satisfaction of the Owner of the damaged structure.
- D. All other existing surface facilities, including but not limited to, guard rails, posts, guard cables, signs, poles, markers, and curbs which are temporarily removed to facilitate installation of the Work shall be replaced and restored to their original condition at Contractor's expense.

1.3 PROTECTION OF INSTALLED PRODUCTS

- A. Provide protection of installed products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of Work.
- B. Control traffic to prevent damage to equipment, materials and surfaces.

1.4 PROTECTION OF SURVEY OR ROADWAY MARKERS

- A. The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration. It shall be the Contractor's responsibility to notify the proper representatives of the Owner of the time and location that Work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey markers or points disturbed without proper authorization by the Engineer will be accurately restored by the Owner at the Contractor's expense after all street or roadway resurfacing has been completed.

1.5 RESURFACING

- A. The Contractor shall promptly place temporary surfacing on all areas where existing surfacing has been disturbed and shall maintain such surfacing for the period of time required by the Engineer. Temporary resurfacing shall be constructed in accordance with the following requirements.

SECTION 01545 – PROTECTION OF THE WORK AND PROPERTY - REVISED

1. The subgrade shall be uniformly watered sufficiently to eliminate all dust, but not to such extent as to form mud or pools of water. The street and surrounding area shall be cleared of rubbish and debris. The street shall be swept and the surrounding area shall be cleaned thoroughly.
2. The temporary resurfacing shall then be spread over the prepared foundation material and rolled with an 8-ton tandem roller in such a manner that after rolling, the temporary resurfacing shall present a smooth surface for traffic, shall not be less than 1-1/2-inches in compacted thickness and shall be maintained free from bumps and depressions until permanent resurfacing is placed. The finished surface of said temporary resurfacing shall be flush with the adjoining pavement grade.
3. The Contractor shall have immediate access enough temporary resurfacing material on the job to ensure a ready supply at all times for necessary repairs to the temporary resurfacing already placed.
4. The temporary resurfacing shall be left in place until permanent resurfacing is constructed.
5. No separate payment will be allowed for temporary resurfacing and all costs therefore shall be included with the associated items of contract work.

1.6 PROTECTION OF TREES AND LANDSCAPING

- A The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs or other existing landscaping, including those lying within or beyond street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal as described on the Plans, or by the Owner's Representative and the jurisdictional agency. All existing trees and landscaping which are damaged during the construction shall be trimmed or replaced by the Contractor or a certified landscape maintenance company under permit from the jurisdictional Owner and to the satisfaction of said agency and/or the Owner. All costs shall be borne by the Contractor.

END OF SECTION

SECTION 01550 – SITE ACCESS - REVISED

PART 1 - GENERAL

1.1 SITE ACCESS

- A. The jobsite is located within a secured facility. Access to the site shall be provided by the District, as specified in Exhibit A, to allow work to commence in accordance with these contract documents. Contractor shall abide by the District's terms of site access at all times including but not limited to abiding by approved working hours, restrictions to access, and maintaining designated laydown areas. The Contractor shall follow the District's safety protocols or the Contractor's safety protocols (whichever is more restrictive) at all times while on District Property.
- B. Driveway Access/Entrance Gates shall be accessible at all times, unless specifically approved and coordinated with the District in advance.

1.2 BUILDING ACCESS LIMITATIONS

- A. Concrete pour and associated pumping activities shall be completed during non-business hours or weekend as specified in the Contract Drawings. Contractor shall coordinate concrete pour(s) with the Owner a minimum of 14 days in advance to avoid conflict with office operations.
- B. Contractor shall not route pumping equipment and/or hoses through the fully occupied building unless appropriate control/protective measures are reviewed and approved in advance by the Owner in writing.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

SECTION 03000 – GENERAL CONCRETE CONSTRUCTION - REVISED

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes materials, installation, and testing of formwork, reinforcing steel, joints, concrete, and finishing and curing for general concrete, for the following:
 - 1. Stamped concrete walks and patio.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Standard Drawings.
- B. Record Drawings and Submittals: STD SPEC 01300.
- C. Earthwork: STD SPEC 02200.

1.03 SUBMITTALS

- A. Submit submittal packages in accordance with Standard Specification Section 01300.
- B. Design Mixtures: Submit concrete mix design at least 15 days before placing concrete. For each concrete mixture, submit alternate design mixtures
- C. Construction Joint Layout: Indicate proposed construction joints required to construct walks and patios. Location of construction joints are subject to approval of the Owner.
- D. Submit report from a testing laboratory verifying that aggregate material contains less than 1% asbestos by weight or volume and conforms to the specified gradations or characteristics.
- E. Samples of color and pattern shall be submitted for final approval by the Owner.

PART 2 - MATERIALS

2.01 FORMS

- A. Form release agent shall effectively prevent absorption of moisture and prevent bond with the concrete. Agent shall be nonstaining and nontoxic after 30 days.
- B. For steel forms, release agent shall prevent discoloration of the concrete due to rust.
- C. Forms shall be free of major defects and in sound working condition.
- D. Forms found inadequate are subject to rejection

SECTION 03000 – GENERAL CONCRETE CONSTRUCTION - REVISED

2.02 REINFORCING STEEL

- A. Reinforcement shall conform to ASTM A 615, Grade 60.
- B. Concrete patios, slabs, and walkways shall be reinforced and constructed according to the approved project plans.
- C. Fabricate reinforcing in accordance with the current edition of the Manual of Standard Practice, published by the Concrete Reinforcing Steel Institute. Bend reinforcing steel cold.
- D. Deliver reinforcing steel to the site bundled and tagged with identifying tags.

2.03 WELDED WIRE FABRIC

Welded wire fabric shall conform to ASTM A 185.

2.04 TIE WIRE

Tie wire shall be 16gauge minimum, black, soft annealed and not come within 2" of any form.

2.05 BAR SUPPORTS

Bar supports in beams and slabs exposed to view after form stripping shall be galvanized and plastic coated. Use concrete supports for reinforcing in concrete placed on grade.

2.06 JOINT SEALANT

Joint sealant shall be a multipart, Tan, nonstaining, nonsagging, polyurethane sealant, which cures at ambient temperature to a firm, flexible, resilient, tear-resistant rubber. Sealant shall be Sika Sikaflex or District approved equal.

2.07 BACKING ROD FOR EXPANSION JOINTS

Backing rod shall be an extruded closed-cell polyethylene foam rod, such as Minicel backer rod, manufactured by Industrial Systems Department, Plastic Products Group of Hercules, Inc., Middletown, Delaware; Ethafoam SB, as manufactured by Dow Chemical Company, Midland, Michigan; or District approved equal. The rod shall be 1/4-inch larger in diameter than the joint width. Where possible, provide full length sections for the joint; minimize splices. Apply backup rod and bond breaker tape in expansion joints.

2.08 BOND BREAKER TAPE

Bond breaker tape shall be an adhesive-backed glazed butyl or polyethylene tape which will adhere to the premolded joint material or concrete surface. The tape shall be the same width as the joint. The tape shall be compatible with the sealant.

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2.09 PREFORMED CONTROL JOINT

Preformed control joint shall be a one-piece, flexible, PVC joint former, such as Kold-Seal Zip-Per Strip KSF-150-50-50, manufactured by Vinylex Corp., Knoxville, Tennessee, or a one-piece steel strip with preformed groove, such as Keyed Kold Retained Kap, manufactured by Burke Concrete Accessories, Inc., San Mateo, California, or District approved equal. Provide the preformed control joint material in full length unspliced pieces.

2.10 PREMOLDED JOINT FILLER

Joint filler shall be preformed, nonextruded type constructed of closed-cell neoprene conforming to ASTM D 1752, Type I, as manufactured by W. R. Grace Company of Cambridge, Massachusetts; W. R. Meadows, Inc., Elgin, Illinois; or District approved equal.

2.11 STEEL EXPANSION JOINT DOWELS

- A. Steel expansion joint dowels shall conform to one of the following:
- B. Epoxy coated steel bar dowels with a 12-mil coating thickness. Steel bar dowels shall conform to ASTM A 36 or ASTM 615, plain rounds, Grade 40. Epoxy coating shall be in conformance with ASTM A 775; or
- C. Stainless steel bar dowels conforming to ASTM A 276, Type 302.
- D. Exposed portion of expansion joint dowels shall be thoroughly greased prior to casting of adjoining wall or slab.

2.12 CEMENT

Cement shall conform to ASTM C 150, Type II, with maximum tricalcium aluminate not to exceed 8%. The maximum percent alkalis shall not exceed 0.6%.

2.13 AGGREGATES

Aggregates shall comply with ASTM C 33 and shall contain less than 1% asbestos by weight or volume and be free from any substances that will react with the cement alkalis.

2.14 CONCRETE ADMIXTURES

- A. Concrete shall contain an air-entraining admixture. Admixture shall conform to ASTM C 260, except it shall be nontoxic after 30 days and shall contain no chlorides. Admixtures shall be Master Builders MB-AE 10, Sika AER (Sikamix 104), or District approved equal.
- B. Concrete shall contain a water-reducing admixture. The admixture shall conform to ASTM C 494, Type A or D, except it shall contain no chlorides, shall be nontoxic after 30 days, and shall be compatible with the air-entraining admixtures. The amount of admixture added to the concrete shall be in accordance with the manufacturer's recommendations.

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Admixtures shall be Master Builders Pozzoloth polymer-type normal setting; Plastocrete (Sikamix 160) Normal Set, Sika Chemical Corporation; or District approved equal.

- C. Do not use any admixture that contains chlorides or other corrosive elements in any concrete.

2.15 BONDING COMPOUND

- A. Epoxy bonding compound shall be Concrete 1001 LPL, Adhesive Engineering Company, San Carlos, California; Sikadur Hi-Mod (Sikastix 370), Sika Chemical Corporation, Lyndhurst, New Jersey; Epoxtile 2391 by W. R. Grace and Company; Euco Epoxy 463 by Euclid Chemical Company; or District approved equal.
- B. Non-epoxy bonding compound shall be Weldcrete by Larsen Products Corp., Link by Sta-Dry Manufacturing Corp., Euco Weld by Euclid Chemical Co., or District approved equal. The compound shall be rewettable for up to two weeks.

2.16 CONCRETE MIX DESIGN

- A. All concrete to be transit mix only.
- B. Rapid set concrete to be non-corrosive and per OMWD’s latest approved mix designs.
- C. Conform to ASTM C 94, except as modified by these Standard Specifications.
- D. Air content as determined by ASTM C 231 shall be 4% ±1%.
- E. Use classes of concrete as described in the following table:

Class	Type of Work	28-Day Compressive Strength (in psi)	Minimum Cement Content (in lbs per C.Y.)
B	Pavement.	4,000	600

- F. Aggregate size shall be 3/4-inch maximum for slabs and sections 8 inches thick and less. Aggregate size shall be 1-inch maximum for slabs and sections greater than 8 inches and smaller than 17 inches. Aggregate size shall be 1-1/2 inches maximum for all larger slabs and sections. Aggregate size for floor grout shall be maximum 3/8-inch.
- G. Combined aggregate grading shall be as shown in the following table:

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	Maximum Aggregate Size			
	1-1/2-inch	1-inch	3/4-inch	3/8-inch
Aggregate Grade per ASTM C 33	467	57	67	8

H. Mix design for pumped concrete shall produce a plastic and workable mix. The percentage of sand in the mix shall be based on the void content of the coarse aggregate.

2.17 STAMPED CONCRETE

A. Concrete walks and patio shall be stamped as indicated on the Drawings.

B. Color Selection:

1. Eastern Tan by Davis Colors
2. Cobblestone by Davis Colors
3. or Approved Equal

C. Stamp: Common Slate unless otherwise approved by Owner.

2.18 CONCRETE TESTS

A. The District will require the Contractor to test for concrete quality as described below.

1. Frequency of Sampling: Cast four concrete test cylinders from each 50 cubic yards, or fraction thereof, of each class of concrete placed in any one day. Sampling and curing of cylinders shall conform to ASTM C 31.
2. Strength Testing: Test cylinders in accordance with ASTM C 39. Test one cylinder at 7 days for information; test two cylinders at 28 days for acceptance; and hold one cylinder for verification. Strength acceptance will be based on the average of the strengths of the two cylinders tested at 28 days. If one cylinder of a 28-day test manifests evidence of improper sampling, molding, or testing, other than low strength, discard it and use the fourth cylinder for the test result.
3. Determine concrete slump by ASTM C 143 with each strength test sampling and as required to establish consistency.
4. Determine air content of the concrete using ASTM C 231 to verify the percentage of air in the concrete immediately prior to depositing in forms.
5. The average value of concrete strength tests shall be equal to or greater than the specified 28-day strength. No test shall be less than 90% of the specified 28-day strength.

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6. If the 28-day strength tests fail to meet the specified minimum compressive strength, the concrete will be assumed to be defective and one set of three cores from each area may be taken as selected by the District's Representative and in accordance with ASTM C 42. If the average compressive strength of the set of three concrete cores fails to equal 90% of the specified minimum compressive strength or if any single core is less than 75% of the minimum compressive strength, the concrete will be considered defective. The District may require additional coring, nondestructive load testing, or repair of defective concrete. Costs of coring, testing of cores, load testing, and required repairing pertaining thereto shall be paid by the Contractor at no extra cost to the District.

B. To facilitate concrete sampling and testing, the Contractor shall:

1. Furnish labor, equipment, and materials to assist the District's Representative in obtaining and handling samples at the project site.
2. Advise the District's Representative in advance of concrete placing operations to allow for scheduling and completion of quality testing.
3. Provide and maintain facilities for safe storage and proper curing of concrete test specimens on the project site, as required by ASTM C 31.

2.19 CURING COMPOUND

- A. Curing compound shall conform to ASTM C 309.
- B. Curing compound shall be compatible with required finishes and coatings and shall meet the State of California Clean Air Quality Standards which limit the quantity of volatile organic compounds to 250 grams per liter.

2.20 CLEAR FLOOR HARDENER (SURFACE APPLIED)

Floor hardener shall be a colorless, aqueous solution of zinc and/or magnesium fluosilicate. Each gallon of the fluosilicate solution shall contain not less than 2 pounds of crystals. Hardener shall be Saniseal, a product of Master Builders Company, Cleveland, Ohio; Hornolith, a product of Grace Construction Materials, Cambridge, Massachusetts; Lapidolith, a product of Sonneborn, Minneapolis, Minnesota; or District approved equal. The solution shall be delivered ready for use in the manufacturer's original sealed containers.

PART 3 - EXECUTION

3.01 FORM TOLERANCES

- A. Failure of the forms to produce the specified concrete surface and surface tolerance shall be grounds for rejection of the concrete work. Rejected work shall be repaired or replaced at no additional cost to the District.

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- B. The following table indicates tolerances or allowable variations from dimensions or positions of structural concrete work:

	<u>Maximum Tolerance</u>
Sleeves and inserts	+1/4" - 1/4"
Projected ends of anchors	+1/4" -0.0"
Anchor bolt setting	+1/4" -1/4"
Finished concrete, all locations	+1/4" -1/4" in 10 feet
	Max ±1" in total length

- C. The planes or axes from which the above tolerances are to be measured shall be as follows:

Sleeves and inserts:	Centerline of sleeve or insert.
Projected ends of anchors:	Plane perpendicular to the end of the anchor as located on the Drawings.
Anchor bolt setting:	Centerline of anchor bolt.
Finish concrete:	The concrete surface as located on the Drawings.

- D. Where equipment is to be installed, comply with manufacturer's tolerances if more restrictive than above.

3.02 FORM SURFACE PREPARATION

- A. Clean form surfaces to be in contact with concrete of foreign material prior to installation.
- B. Coat form surfaces in contact with concrete with a release agent prior to form installation.

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3.03 FORM REUSE

Reuse only forms which provide a uniform surface texture on exposed concrete surfaces. Apply light sanding or other surface treatment between uses for uniform texture. Plug unused tie rod holes with corks, shave flush, and sand the concrete surface side. Do not patch forms other than filling tie rod holes, except in the case of Class II forms. Do not use metal patching discs on Class I forms.

3.04 REMOVAL OF FORMS

- A. Forms and shoring for elevated structural slabs or beams shall remain in place until the concrete has reached a compressive strength equal to the specified 28-day compressive strength as determined by test cylinders. Do not remove supports and reshore. The following table indicates the minimum allowable time after the last cast concrete is placed before forms, shoring, or wall bracing may be removed:

Walls, vertical sides of beams, girders, columns, and similar members not supporting loads	48 hours
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- B. Do not remove forms from concrete which has been placed with outside air temperature below 50°F without first determining if the concrete has properly set without regard for time. Do not apply heavy loading on green concrete. Immediately after forms are removed, the surface of the concrete shall be carefully examined and any irregularities in the surface shall be repaired and finished as specified.

3.05 FORMED OPENINGS

Openings shall be of sufficient size to permit final alignment of pipes or other items without deflection or offsets of any kind. Allow space for packing where items pass through the wall to ensure watertightness. Provide openings with continuous keyways and waterstops. Provide a slight flare to facilitate grouting and the escape of entrained air during grouting. Provide formed openings with reinforcement as indicated in the typical structural details. Reinforcing shall be at least 2 inches clear from the opening surfaces and encased items.

3.06 EMBEDDED ITEMS

Set anchor bolts and other embedded items accurately and hold securely in position until the concrete is placed and set. Check all special castings, channels, or other metal parts that are to be embedded in the concrete prior to and again after concreting. Check all nailing blocks, plugs, and strips necessary for the attachment of trim, finish, and similar work prior to concreting.

3.07 PIPES AND WALL SPOOLS CAST IN CONCRETE

- A. Install pipes, wall spools, and wall anchors before placing concrete. Do not weld, tie or otherwise connect the pipes, spools or anchors to the reinforcing steel.

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- B. Support pipe and fabricated fittings, to be encased in concrete, on concrete piers or pedestals.

3.08 EXPANSION BARRIERS

- A. Contractor shall provide 1-inch expansion barrier (felt) at contacting surface with building.
- B. Contractor shall provide ½-inch expansion barrier along contact with existing concrete.
- C. Contractor shall provide and apply Sikaflex sealant on all expansion barriers. Finish ¼-inch low to finish grade at joint.
 - 1. Minimum ½-inch thick.
 - 2. Color: Tan

3.09 INSTALLATION OF JOINT SEALANTS

- A. Immediately before installing the joint sealant, clean the joint cavity by sandblasting or power wire brushing. Install bond breaker tape per manufacturer's instructions.
- B. After the joints have been prepared as described above, apply the joint sealant. Apply the primer, if required, and joint sealant only with the equipment and methods recommended by the joint sealant manufacturer. Application criteria for the sealant materials, such as temperature and moisture requirements and primer cure time, shall be in accordance with the recommendations of the sealant manufacturer.
- C. Apply masking tape along the edges of the exposed surface of the exposed joints. Trowel the joints smooth with a tuck pointing tool wiped with a solvent recommended by the sealant manufacturer.
- D. After the sealant has been applied, remove the masking tape and any sealant spillage.

3.10 INSTALLATION OF STEEL EXPANSION JOINT DOWELS

Install parallel to wall or slab face, perpendicular to the joint face, and in true horizontal position. Secure tightly in forms with rigid ties. Orient dowels to permit joint movement.

3.11 PLACING REINFORCEMENT

- A. Place reinforcing steel in accordance with the current edition of Recommended Practice for Placing Reinforcing Bars, published by the Concrete Reinforcing Steel Institute.
- B. Place reinforcing in accordance with the following, unless otherwise indicated:
 - 1. Reinforcement indicated on the drawings is continuous through the structure to the farthest extent possible. Terminate bars 2 inches clear from faces of concrete.

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2. Splices may be used to provide continuity due to bar length limitations. Minimum length of bars spliced for this reason is 40 feet. Splicing of reinforcement which is detailed to be continuous on the Drawings is not permitted.
- C. Reinforcing steel, before being positioned and just prior to placing concrete, shall be free from loose mill and rust scale and from any coatings that may destroy or reduce the bond. Clean reinforcing steel by sandblasting or wire brushing and remove mortar, oil, or dirt to remove materials that may reduce the bond.
- D. Do not straighten or rebend reinforcing steel in the field. Do not use reinforcing with bends not shown in the Drawings.
- E. Position reinforcing steel in accordance with the Drawings and secure by using annealed wire ties or clips at intersections and support by concrete or metal supports, spacers, or metal hangers. Do not place metal clips or supports in contact with the forms. Bend tie wires away from the forms to provide the specified concrete coverage. Bars additional to those shown on the Drawings, which may be found necessary or desirable by the Contractor for the purpose of securing reinforcement in position, shall be provided by the Contractor at his own expense.
- F. Place reinforcement a minimum of 2 inches clear of any metal pipe or fittings.
- G. Secure reinforcing dowels in place prior to placing concrete. Do not press dowels into the concrete after the concrete has been placed.
- H. Roll welded wire fabric used for reinforcement flat before placing concrete. Extend fabric to within two inches of the slab edges and lap splices at least 1-1/2 courses of the fabric and a minimum of 6 inches. Tie laps and splices at ends and at 24 inches on center. Pull the fabric into position as the concrete is placed by means of hooks, and work concrete under the fabric to ensure that it is placed at the proper distance above the bottom of the slab.
- I. Position dowels for masonry walls to occur at reinforced block cells.

3.12 READY-MIXED CONCRETE

Conform to ASTM C 94.

3.13 PLACING CONCRETE

- A. Conform to ACI 304.
- B. Place ready-mixed concrete within the specified delivery time after initial batching based on the outside temperature. Ready-mixed concrete exceeding the delivery time will be rejected by the District's Representative.

Outside Temperature
Below 40 degrees F (4 degree C)
40 to 85 degrees F (4 to 29 degrees C)

Delivery Time
See Cold Weather Placing
90 Minutes

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86 to 90 degrees F (30 to 32 degrees C)	75 Minutes
Above 90 degree F (32 degree C)	60 Minutes

3.14 PUMPING CONCRETE

- A. Concrete pour and associated pumping activities shall be completed during non-business hours or weekend as specified in the Contract Drawings. Contractor shall coordinate concrete pour(s) with the Owner a minimum of 14 days in advance to avoid conflict with office operations.
- B. Contractor shall not route pumping equipment and/or hoses through the fully occupied building unless appropriate control/protective measures are reviewed and approved in advance by the Owner in writing.
- C. Conform to ACI 304.2R-71.

3.15 WEATHER REQUIREMENTS

- A. Conform to ACI 305 for placing during hot weather.
- B. Conform to ACI 306 for placing during cold weather.
- C. Do not place ready-mixed concrete in the rain or at times when rain is expected or forecasted. The District's Representative in his sole judgement may reject any concrete work that is affected by rain.

3.16 BONDING TO OLD CONCRETE

Coat the contact surfaces with epoxy bonding compound. The method of preparation and application of the bonding compound shall conform to the manufacturer's printed instructions and recommendations for specific application for this project.

3.17 CURING CONCRETE

- A. Conform to ACI 308.
- B. Do not use curing compound on surfaces which are to be coated with clear floor hardener.
- C. It is the responsibility of the Contractor to select the appropriate curing method in response to climatical and/or site conditions occurring at the time of concrete placement. Take appropriate measures as described in ACI 305 and 306 for protecting and curing concrete during hot and cold weather.

3.18 REPAIR OF DEFECTS

- A. Do not repair defects until concrete has been reviewed by the District's Representative.
- B. Major Defects: If the defects are serious or affect the structural integrity of the structure or if patching does not satisfactorily restore the quality and appearance to the surface, the

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District may require the concrete to be removed and replaced, complete, in accordance with the provisions of this section.

3.19 CLEAR HARDENER APPLICATION (SURFACE APPLIED)

- A. Cure, clean, and keep floors dry to receive hardener. Complete work immediately above floors prior to applying hardener. Apply hardener evenly, using three coats, allowing 24 hours between coats. The first coat shall be one-third strength, second coat one-half strength, and third coat two-thirds strength. Apply each coat so as to remain wet on the concrete surface for 15 minutes. Apply proprietary hardeners in conformance with the manufacturer's instructions. After the final coat is completed and dry, remove surplus hardener from the surface by scrubbing and mopping with water.
- B. Apply hardener to the surfaces designated in the Drawings.
- C. Apply hardener to risers and treads of concrete stairs as described above.

END OF SECTION