

PROJECT MANUAL
FOR
CONTRACT OF CONSTRUCTION
for
Holiday Camp – Swimming Pool Renovations.

1670 Las Virgenes Canyon Road Calabasas, CA 91302

MOUNTAINS RECREATION &
CONSERVATION AUTHORITY

BID DOCUMENTS – September 2023

BID OPENING
October 3rd, 2023 @ 02:00 PM

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010000 – SUMMARY AND SCOPE OF WORK

1.1 PROJECT INFORMATION

A. Project Identification

The furnishing of all labor, material, equipment, services, and incidentals necessary for Work of the Holiday Camp MRCA Fire Head Division Quarters: Replaster entire pool surface, tile the skirt of the pool, and replace Pump and filter system at 1670 Las Virgenes Canyon Road Calabasas, CA 91302 as set forth in the Contract Documents which include, but are not limited to, the Addenda and Specifications.

1. Name: Holiday Camp – Pool Renovations.
2. Site Address: 1670 Las Virgenes Canyon Road Calabasas, CA 91302

B. Contacts

1. Owner: Mountains Recreation and Conservation Authority (MRCA).

C. Schedule

1. Anticipated Construction Start Date: December 1st 2023.
2. Anticipated Contract Length: 14 Calendar Days
3. Contractor shall commence performance of the Work upon the date specified in the Notice to Proceed and shall furnish sufficient forces, facilities, and materials, work such hours, including extra shifts and overtime operations, so as to fully perform the Work in accordance with the dates listed above.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. The furnishing of all labor, materials, equipment, services, and incidental necessary for Work, as indicated in the specifications, shall include re-plastering the pool's surface. The pool plastering shall be white cement, finished with a smooth waterproof interior finish, no depth markers required, no coping required. Pool will need glazed tile around the skirt of the pool. The pool dimensions are 20ftx 40ft (35,000-gallon Pool) with depths ranging from 3ft to 9ft. Additionally, Pool will need new pump and filter system with specifications requiring 2HP/220 Volt Pump and Filter Cartridge type.

B. Type of Contract

1. Project will be constructed under a single prime contract.
2. Contractor shall obtain warranties or guarantees for the following items:
 - a. All Re-plastering, Tiling & New Pump & Filter System shall work for up to (5) years.

1.3 ACCESS TO SITE

1. Driveways, Walkways, and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, tenants, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations. Haul route shall be in accordance with the City of Los Angeles requirements and the Mitigated Negative Declaration for the project.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.4 Cleanup of Site

Contractor shall keep the project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor. At the conclusion of each work day, Contractor shall leave the project site in a clean and safe condition, with materials, tools and equipment secured and all rubbish removed or contained in appropriate receptacle. All excess dirt, waste material, rubbish, tools, equipment, machinery and surplus materials shall be removed by Contractor from the project site at the completion of Work.

1.5 WORK RESTRICTIONS

2. General

Comply with restrictions on construction operations. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

3. On-Site Work Hours

Limit work to normal business working hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, and 8:00 a.m. to 6:00 p.m., Saturday.

4. Site Restrictions

The following are prohibited on Project site at all times:

1. Smoking except in designated areas
2. Use of alcohol and controlled substances
3. Possession of firearms or dangerous weapons

1.4 PROJECT OPERATION CONDITIONS AND MITIGATION MEASURES

A. Mitigation Measures

Contractor to comply with all the Mitigation Measures contained within the contract. Contractor is solely responsible for obtaining a copy of the mitigation measures and the implementation of all mitigation measures.

B. Noise

Muffled construction equipment shall be used whenever possible. Rubber-tired construction equipment rather than track equipment shall be used whenever possible. There shall be no running equipment or site noise generated during non-working hours.

C. Air Quality

In addition, the following procedures are required:

1. All vehicles traveling in unpaved areas shall not exceed 15 miles per hour.
2. All construction equipment shall be properly tuned and maintained.
3. Low-emission construction equipment (methanol, gasoline, electric, natural gas) shall be utilized, as feasible.
4. All construction equipment shall be turned off when not in use for extended periods of time.
5. All construction crews shall comply with all OSHA requirements to maximize the safety of the project and personnel.
6. Deliveries of construction materials and haul truck trips shall be scheduled during non-peak hours, if possible.

D. Hazards and Hazardous Materials

1. All crews will be required to have operable communication devices at all times to contact emergency response units in the event of an emergency.
2. Any hazardous materials produced as a result of an accident or encountered for any other reason shall be handled in accordance with applicable federal, state, and local regulations to reduce and avoid risks to public health.

1.5 PROJECT REQUIREMENTS

A. Noise/Dust Concerns

The contractor shall utilize all available means to prevent generation of unnecessary noise and maintain noise levels to a minimum. When required by the Owner, the Contractor shall immediately discontinue noise-generating activities and/or provide alternative methods to minimize noise generation. See Section 1.6.

B. Safety/Security Considerations

1. In the event of an emergency, dial 911. To contact the supervising ranger, dial 310-456-7049 and provide your name, your return phone number, nature of the problem, and when it occurred.
2. Project site and surrounding area is unimproved native habitat. Hazards commonly found in such areas in southern California include but are not limited to: Rattlesnakes, Swarm of Bees, Red Ants. Contractor shall be responsible for informing all workers, suppliers, and subcontractors of these and all other potential hazards, precautionary measures, and appropriate responses if encountered.

C. Salvageable items/Recycling

Contractor shall salvage/recycle as much of the existing material and construction debris as possible and consult with MRCA prior to disposing of any existing materials regardless of condition.

1. The following items shall be salvaged by Contractor and returned to MRCA:
 - a. Existing Signs
 - b. Existing padlocks/combination locks
 - c. Scrap metal

D. Construction Staging

The staging area must be within the Project site and limit disturbance. Contractor shall submit a Site Logistics Plan in accordance with the General Conditions prior to commencing work for Owner approval. The staging plan shall indicate tree protection measures subject to the Owner's approval. The contractor shall store all materials, equipment, and tools within the staging area, or relocate items to a location secured by the Contractor outside of work hours.

E. Temporary Utilities: None expected

F. Logistics/Traffic Control Considerations

1. Contractor may not impede traffic without prior approval of MRCA.
2. Deliveries: The contractor shall notify MRCA forty-eight (48) hours in advance of delivery of materials and/or equipment for site access and coordination. The contractor shall coordinate with MRCA to avoid impact to the project site and park operations during large deliveries. All costs related to delivery, service, unloading, storage, and pickup shall be included in the Contractor's base bid. MRCA staff will not assist with unloading materials or equipment, nor shall MRCA's equipment be used for unloading.

G. Special Signage Requirements

1. MRCA may post signs at entrance to Project site. Contractor shall maintain such signs in good condition and free of graffiti.

H. Constraints on Means and Methods

None.

I. Special Delivery Requirements

None.

J. Temporary Systems Needed

None.

K. Training/Certifications Requirements

Refer to technical specifications for any additional training requirements.

L. Specification Content

The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

END OF SECTION 010000



MOUNTAINS RECREATION & CONSERVATION AUTHORITY

01 00 01 NOTICE INVITING BIDS

Project Name: **1670 Las Virgenes Canyon Road Calabasas, CA 91302**
Holiday Camp: Pool Renovations.

Type of Work:

This project includes: The furnishing of all labor, materials, equipment, services, and incidentals necessary for Work, as indicated in the Contract Documents, for the Holiday Camp Pool Renovations, located at 1670 Las Virgenes Canyon Road Calabasas, CA 91302.

Work includes but is not limited to: Re-plastering pools shell, tile work around the skirt of pool, and replace pump and filter system. Please refer to "Summary and Scope of Work" for further specifications. The work will be performed in accordance with specifications and special provisions for the project. The contract is required to be completed within the time stated in the Contract Documents.

The Mountains Recreation and Conservation Authority, a local public agency exercising joint powers of Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500, *et seq.* of the Government Code, requests bids for the above-referenced project, complete and in place at 1670 Las Virgenes Canyon Road Calabasas, CA 91302. At the time of bid submission, and at all times during the term of the contract, the Pool Contractor shall hold either a C-53 License or C-54 & C-35 license issued by the State of California and be registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Failure to be so licensed may result in legal penalties. The successful Contractor and their subcontractors shall immediately obtain business licenses from the City or County in which the work is to be performed if necessary, and fees for this will be paid by the Contractor.

Schedule:

Sealed bids will be accepted until 02:00 p.m. on October 3rd 2023 - in the main Captains office of the MRCA Holiday Camp, Fire Division Head Quarters at 1670 Las Virgenes Canyon Road Calabasas, CA 91302, and will be opened and publicly read at that time.

Bidders do not have to attend a mandatory bid walk at the project site. However, if the prospective bidder would like to see project site, Please call Fire Head Quarters at: (818) 880-4752 (do not come by without an appointment) and speak with Chief Richard Shelton or Chief Ken Nelson to set up a date and time for project site visit, 1670 Las Virgenes Canyon Road (across the street from the Blue Dude Mobile Home Park, and up the street from the Hindu Temple). Please refer to the Google map attached. The nearest cross street is Las Virgenes Road. All bidders shall park in the guest parking lot.

All Requests for Interpretation and questions should be submitted to Chief Richard Shelton at: <https://mrca.ca.gov/about/bid-on-a-project/> by 02:00 p.m. on Friday, September 29th, 2023. Clarifications to all questions will be provided in writing by Monday, October 2nd, 2023 and posted to the website.

Additional Requirements:

For all contracts exceeding \$25,000, the successful bidder will be required to furnish a performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the Owner. All bonds must be issued by a California admitted surety insurer. The substitution of securities for withheld contract funds is permitted to the extent provided by California and federal law, if applicable.

The provisions of the California Labor Code will be incorporated in and govern this contract. The successful bidder will be required to pay not less than the general prevailing rate of per diem wages as determined by the Department of Industrial Relations, copies of which are on file with the Mountains Recreation and Conservation Authority and will be made available upon request. This project is a public works project, as defined in Labor Code Section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 CCR sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. MRCA has adopted a Labor Compliance Program, which states that construction contracts under \$25,000 and maintenance contracts under \$15,000 will not be subject to prevailing wages.

The MRCA reserves the right to reject any and all bids and to waive any informality or irregularity in any bid received.

Published:

Los Angeles Daily News, September 23rd, 2023

END OF SECTION

01 00 02 - INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING BIDS

1. The Mountains Recreation and Conservation Authority (herein called MRCA) invites written bids for 1670 Las Virgenes Canyon Road Calabasas, CA 91302, Holiday Camp – Replastering pool surface, tiling skirt around pool, and replacing pump and filter system, hereinafter referred to as (Holiday Camp Pool Renovations). All bids must be submitted in sealed envelope addressed to:

Mountains Recreation and Conservation Authority
1670 Las Virgenes Canyon Road Calabasas, CA 91302
Attention: AFMO – Richard Shelton

bearing on the outside the name of the bidder, address, and marked “*Bid for Holiday Camp – Pool Renovations.*”

2. Bids are due in the MRCA’s office at the time and date set in the Notice Inviting Bids. Bids will be opened publicly at that time. Late bids will not be accepted.
3. The bids will be reviewed by the MRCA and action taken within thirty (30) days of receipt of bids. A Notice of Intent to Award Bid will be distributed to bidders within that time. Bid will be awarded to the lowest responsive and responsible bidder as determined by MRCA, for the base bid.

B. QUALIFICATIONS

1. At the time of bid submission, and at all times during the term of the contract, the Contractor shall hold a C-53 or C-54 & C-35 license issued by the State of California.

C. PREPARATION OF BID

1. Prospective bidders must register with MRCA in the manner and by the time and date stated in the Notice Inviting Bids.
2. Bids must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in blue or black ink, in both figures and words where indicated.

- i. In case of discrepancy, the amount written in words shall govern.
 - ii. Interlineations, alterations and erasures must be initialed by the signer of the bid on all pages submitted.
 - iii. If there is no bid item on the form for a particular item of work, full compensation for such work shall be considered as included in the prices bid for other items of work.
 - iv. In case of unintelligible figures, ambiguities or discrepancies between unit costs, item subtotals, and/or total amount bid, and the value of items therefore cannot be calculated, the bid shall be found to be irregular and rejected as non-responsive.
 - v. In case of discrepancy between the total cost of items listed and the total base bid amount, the amount listed as total base bid amount on page 1 of the Bid Submission Form shall govern.
3. Conditional bids will not be accepted except for specific requested alternates.
 4. The MRCA reserves the right to reject any bid improperly prepared or which does not contain all information required as indicated.
 5. If required, permit fees will be paid by Contractor directly at the time the Contractor pulls the permit and reimbursed by Owner. All other fees shall be included in the contract price for this work.

E. BID ALTERNATES

1. If the Owner has included additive/deductive alternates which require all bidders to price as part of their bid, the following method will be used to determine the lowest bidder in accordance with Public Contract Code Section 20103.8:

The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

Pursuant to Public Contract Code Section 20103.8, the selection process selected does not preclude Owner from using any of the additive or deductive alternates from the Contract after the lowest responsible responsive bidder has been determined.

2. contract awarded or fails to include insurance as specified in Standard Agreement within ten (10) days of award, then the contract shall be forfeited.

F. LIST OF SUBCONTRACTORS AND SUPPLIERS

1. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 *et seq.*) and any amendments thereof, each Bidder shall set forth: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Trade Contractor, who will perform work or labor or work or improvement to be performed under this Trade Contract, or a subcontractor licensed by the State of California who, under subcontract to the Trade Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Trade Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Trade Contractor shall list only one subcontractor for each such portion as is defined by the Trade Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Trade Contractor fails to specify a subcontractor, or if a Trade Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Trade Contractor's total bid, the Trade Contractor shall be deemed to have agreed that the Trade Contractor is fully qualified to perform that portion, and that the Trade Contractor alone shall perform that portion of the Work.

No Trade Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

2. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.
3. Additionally, the bidder shall identify the dollar value of each subcontract and upon execution of a contract with MRCA, the successful bidder shall submit copies of all agreements with subcontractors and suppliers to MRCA.
4. MRCA reserves the right to disapprove the use of any such proposed subcontractor or supplier and in such an event, the bidder shall submit another subcontractor or supplier in like manner within the time specified by the MRCA. These submittals and approvals shall be repeated if any changes are made during the course of construction.

G. ADDENDA AND INTERPRETATIONS

1. No interpretation of the meaning of the Contract Documents will be made to the bidder orally. Every request for such interpretation should be in writing addressed to the MRCA or MRCA's designated representative.
2. All requests for interpretation and questions must be submitted to MRCA in the manner and by the date and time stated in the Notice Inviting Bids.
3. All such interpretations and any supplemental instruction will be in the form of written addenda to the specifications.
4. These addenda will be distributed to all registered prospective bidders. All addenda so issued shall become part of the Contract Documents. When possible, addenda will be e-mailed to bidders with return receipt.
5. Bidder shall ascertain prior to submitting a bid that the bidder has received all Addenda issued, and Bidder shall acknowledge their receipt in the bid.
6. No substitutions will be considered prior to award of Contract.

H. OBLIGATION OF BIDDER

1. Each bidder must inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions set forth in the bid. Each bidder will be presumed to have inspected the site, and to have read and to be thoroughly familiar with the plans, specifications, and other contract documents, including all addenda.
 - i. Material quantities, are provided on the plans for general permitting and plan check purposes only. The Contractor is responsible for all import/export quantities and materials required to perform the work in accordance with the Contract Documents.
2. The failure and omission of any bidder to receive any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to this bid.
3. Attached hereto is the Owner's Standard Agreement(can be found on last section of Division 1 General requirements, section 01 01 01) . At the time of the awarding of the bid, each bidder will be presumed to have read the document and accept the terms and conditions as specified, including all attached exhibits.
4. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption or interference with the work of any other Contractor.

5. The MRCA will require that the successful bidder submit a complete breakdown of their bid within a time specified by MRCA.

I. TIME OF COMPLETION AND LIQUIDATED DAMAGES

1. Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" issued by MRCA and to fully complete improvements within the term of the agreement and according to the Schedule of Work. Bidder must agree also to pay liquidated damages as specified in the agreement for each consecutive calendar day thereafter.

Liquidated damages amount: \$250.00 per day

J. RULES AND LAWS IN EFFECT

1. Bidder's attention is directed to the following factors in this project:

- a. Competitive bidding is required.

- b. Change orders must be approved.

- c. All Federal, State, or other laws, orders, rules, and regulations of all authorities having jurisdiction over construction work in the locality of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full, including compliance with the Civil Rights Acts of 1964 and Executive Order no. 11246.

- d. The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member that has discretion over the contract of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including step children), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

K. BID PROTEST

1. Non-responsive bidders are not entitled to refute the decision of the MRCA. A non-responsible bidder will be given the opportunity to provide written evidence and argument to refute the MRCA's decision.

- a. The bid protestor must submit a bid protest accompanied with written evidence and argument refuting the MRCA's decision by 4:00 p.m. on the fifth calendar day from the date of the Notice of Intent to Award Bid, to the address for bid submittals specified in the Notice Inviting Bids. If the bid protestor does not meet this deadline by timely submitting written evidence and argument with the bid protest, the party initially designated to receive the award will be declared as the lowest responsive and responsible bidder and MRCA will immediately award the contract to that party.
- b. In the event of receipt of a timely bid protest accompanied with written evidence and argument, the MRCA Project Manager and a committee appointed by the MRCA will consider the written evidence and argument to determine the merits of the protest and determine which party will be declared the lowest responsive and responsible bidder. The MRCA Project Manager and committee will make such determination within a reasonable time but with not more than seven (7) calendar days from the date MRCA received such evidence and argument. Thereafter, MRCA will send its Notice of Decision to the bid protestor and award the contract to the lowest responsive and responsible bidder. The right to extend any deadline as set forth in this section is within the sole discretion of the MRCA.

L. VALUE ENGINEERING

1. Notwithstanding any other provision of law, the MRCA may use a negotiation process if it finds that one or more of the following conditions exist:
 - a. The business need, purpose or project related to a bid or contract can be further defined as a result of a negotiation process.
 - b. The business need, purpose or project related to a bid or contract is known by the MRCA, but a negotiation process may identify different types of solutions to fulfill this need.
 - c. The complexity of the need suggests a bidder's costs to prepare and develop a solicitation are extremely high.
 - d. The business need, purpose or project related to procurement is known by the MRCA but negotiation is necessary to ensure that the MRCA is receiving the best value or the most cost-efficient goods and services.
 - e. When it is in the best interests of the MRCA, the MRCA may negotiate amendments to the terms and conditions, including scope of work, of existing contracts for goods and services.
 - f. If the MRCA determines that such action is necessary, the MRCA will notify the low bidder of its intention to negotiate the contract after award of bid. Award of bid shall be made according to standard MRCA standards and practices.

M. INSURANCE

1. The successful bidder must provide proof of all required insurance as specified in the Agreement and herein.
2. General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate.
3. Automobile: \$1,000,000 per occurrence of bodily injury or property damage.
4. Workers Compensation: As required by California law.
5. Builder's Risk Insurance: In addition to the insurance specified in the Agreement, the Contractor will be required to carry a Builder's Risk policy. Such policy shall cover all risks of direct physical loss, damage or destruction to the work equal to the Contract Amount.
6. The Contractor will be responsible for the deductible and documentation for any and all claims made on all policies.
7. The following entities shall each be named as Additional Insured:
 - i. Mountains Recreation and Conservation Authority
 - ii. Conejo Recreation and Park District
 - iii. Rancho Simi Recreation and Park District
 - iv. Santa Monica Mountains Conservancy
 - v. State of California

END OF SECTION

01 00 03 - BID SUBMITTAL CHECKLIST

The following documents must be submitted with the bid package, completed in full and signed as required:

- Bid Submission Form and Schedule of Bid Items (See 01 00 04)
- Designation of Subcontractors/Suppliers and Bid Value on the Bid Submission Form Provided to include name, license number, address, description of work or supplies to be provided, and dollar value of each subcontract. (See Instructions to Bidders 01 00 02). The Form shall be signed by a representative of the bidder.
- Addenda Receipt on Contractor's letterhead (See Instructions to Bidders)
- Certificates of Insurance for all required policies (See Standard Agreement)
- Contractor Questionnaire
- Reviewed or audited financial statement (see Questionnaire #4)
- Notarized statement from admitted surety insurer (see Questionnaire #5)
- List and reference information for recent construction projects completed (Contractor Questionnaire Part III)

END OF SECTION

01 00 04 - BID SUBMISSION FORM AND SCHEDULE OF BID ITEMS

BID FORM FOR: 1670 Las Virgenes Canyon Road Calabasas, CA 91302
Holiday Camp – Renovations. To include 1. Re-plastering pool 2. Tile skirt of pool
3. Replace pump and filter system.

A PROJECT OF: MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
1670 Las Virgenes Canyon Road Calabasas, CA 91302

BID FROM: _____
(Name of Bidder)

(Address)

(Telephone)

DATE SUBMITTED: _____

Total Price: _____ \$ _____
(words) (figures)

Length of Work: 7-10 days from Notice to Proceed.

The Bidders Schedule of Bid Items bid breakdown must be included. In order for a bid to be responsive, all listed alternates, unit prices, and daily rate figures must be quoted and correspond to bid amount.

Pursuant to, and in compliance with, the plans and/or specifications relating hereto, the undersigned contractor hereby proposes and agrees to perform, within the Contract Time stipulated, the Work, including all of its component parts; and to provide and furnish any and all labor, materials, tools, apparatus, facilities, expendable equipment and all utility and transportation services necessary or proper for, or incidental to, the complete construction, including all trades as required by, and in strict accordance with, the applicable provisions of plans and specifications in a workmanlike manner for the project located at 1670 Las Virgenes Canyon Road Calabasas, CA 91302 and acknowledges receipt of all addenda issued by the Mountains Recreation and Conservation Authority distributed prior to the date the bids were due, whether received by the undersigned.

BIDDER NAME: _____
BID SUBMISSION FORM – Holiday Camp – Pool Renovations.

The undersigned contractor recognizes the relations of trust and confidence that will be established between himself and the MRCA by a contract; if awarded to him, and agrees in such an event that the Contract Documents shall be deemed to be the “instruments of service” and that he will use the documents for the sole purpose of completion of the contract in the best and soundest manner and in the most expeditious and economical way consistent with the best interest of the MRCA.

The MRCA reserves the right to reject any and all bids, to accept other than the lowest bid, and to waive any informality in the bids.

The undersigned as bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Contract Documents and read the accompanying Instructions to Bidders, and hereby proposed and agrees, if the proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the said Contract Documents in the time and manner therein prescribed for the price set forth in the following schedule. The bidder is responsible for all quantity take-offs and the accuracy of those calculations. The undersigned has checked all words and figures inserted in the bid submittal and understands that the MRCA will make no allowance for any error or omission on the part of the undersigned.

The bidder represents and warrants that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member with discretion over the contract of any of the aforesaid public agencies. “Related by blood or marriage” is defined as being a parent, child (including stepchildren), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Bidder shall be liable for all damages sustained by the MRCA as a result of the breach.

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

Authorized Signature _____

Name: _____

Title: _____

State Contractor’s License Number and Classification Designation _____

Executed this ____ day of _____, 2023 at _____, California

LIST OF SUBCONTRACTORS AND SCHEDULE OF BID VALUES:

Bidders shall complete and submit a Designation of Subcontractors and Bid Value Form listing the description of work, name, location of place of business, license type and bid value for each subcontractor equivalent to the awarded subcontractor amount similar to the form below. Additionally, for all self-performed work over 5% of the contract value, the Bidder shall list the portion of work and the equivalent value. It is not acceptable to list "Self Performed" work as a single line item. Each definable feature of work that is being self-performed must be listed separately. An electronic version will be provided to all registered bidders.

DESIGNATION OF SUBCONTRACTORS AND BID VALUE FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number)	Contract Value

Proper Name of Bidder: _____
Date: _____
Name: _____
Signature of Bidder Representative: _____
Address: _____
Phone: _____

SCHEDULE OF BID ITEMS:

Bidders shall complete the unit price breakdown only for the Work listed below. Unit costs will be applicable for all Change orders, both deductive and additive.

ITEM		UNIT	UNIT PRICE	TOTAL PRICE
1.	Replastering pool with dimensions of 20ftx40ft with depths ranging from 3ft-9ft.	SQ FT	\$	\$
2.	Glazed tiles around skirt of pool	SQ FT	\$	\$
3.	New pump with specifications requiring 2HP/220 Volt pump .		\$	\$
	New Filter – with specifications requiring Cartridge type.		\$	\$
			Subtotal	\$
TOTAL BASE BID AMOUNT			\$	

Authorized Signature: _____

Printed Name: _____

Date: _____

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

The undersigned declares:

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

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

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

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

Signature _____

OBLIGATION TO SECURE WORKERS' COMPENSATION

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

Signature _____

END OF SECTION



MOUNTAINS RECREATION & CONSERVATION AUTHORITY

CONTRACTOR QUESTIONNAIRE

PROJECT: 1670 Las Virgenes Canyon Road Calabasas, CA 91302
Holiday Camp Pool Renovations.

BIDDER INFORMATION

Firm Name: _____ Check One: Corporation
(as it appears on license) Partnership

Sole Proprietor

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Tax ID: _____ Email: _____

Contractor's License(s) Information:

Name of license holder: _____

License Classification and Code: _____

License Number: _____

Date Issued: _____

Expiration Date: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

* * * * *

I, the undersigned, certify and declare that I have read all the following answers to this qualification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: _____
(Name)

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is “no.”¹

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is “yes.”² If the answer to question 8 is “yes,” and if debarment would be the sole reason for denial of qualification, any qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project for which it intends to submit a bid.
 Yes No

2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 Yes No

3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700 *et. seq.*
 Yes No Contractor is exempt from this requirement, because it has no employees

4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.³
 Yes No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is sufficient for the project for which you seek qualification?
 Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor’s license been revoked at any time in the last five years?
 Yes No

¹ A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 3.

² A contractor disqualified solely because of a “Yes” answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

³ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).” As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes No

8. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code §1777.1 or Labor Code §1777.7?

Yes No

If the answer is "Yes," state the beginning and ending dates of the period of debarment: _____

9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

PART II. RECENT CONSTRUCTION PROJECTS COMPLETED

43. Contractor shall provide information about its two most recently completed public works projects and its two largest completed private projects within the last five years. Names and references must be current and verifiable. Each project submitted must meet the following requirements:

- a) Similar scope and values as described in Section 01 00 00 – Summary
- b) Project cost is \$100,000 or greater at time of completion
- c) Completed within the last five years
- d) Project was managed and constructed under the business name submitting for qualification. Projects completed by employees for former employers are not applicable.

Use separate sheets of paper for each project that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Design Professional: _____

Design Professional Contact (name and current phone number):

Contractor's Superintendent: _____

Brief Description of Project, Scope of Work Performed:

Site Size in Acres: _____

Building Size in Square Feet (if applicable): _____

Original Bid Value (including alternates that were exercised): _____

Final Cost of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

What mitigation measures (noise, dust, and fumes) were implemented on this project?

How was project schedule developed, updated and tracked?

END OF SECTION

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
 Los Angeles River Center and Gardens
 570 West Avenue 26, Suite 100
 Los Angeles, CA 90065
 323-221-9944 FAX 323-221-9934

**STANDARD
 AGREEMENT
 01 01 0 1**

CONSTRUCTION CONTRACT

This standard agreement ("Agreement") is entered into this _____ day of _____, 20____ between the Mountains Recreation and Conservation Authority ("MRCA"), a local public agency exercising joint powers of Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500, *et seq.* of the Government Code, and _____, California Contractor License No. _____, Type _____ ("Contractor").

MRCA owns/manages certain real property located at _____, (APN(s): _____) (hereinafter referred to as "Project Site"). MRCA intends to develop said Project Site which shall be referred to as _____ ("Project").

MRCA hereby intends to retain the services of Contractor to perform the work ("Work"), as defined herein, in the Scope of Work, General Conditions (if applicable), and in any and all other attachments, collectively referred to as the Contract Documents. (Schedule of all exhibits is attached here as Exhibit A.) The Project is the total construction; of which the Work performed under the Contract Documents may be in whole or part.

The Contract Documents are complementary and what is required by any one shall be binding as if required by all. The intention of this Agreement and the Contract Documents is to include all labor, materials, equipment, and other items necessary for completion of the Work.

NOW THEREFORE, incorporating the above, the MRCA and Contractor agree as follows:

Continued on the next thirteen (13) pages

FOR OFFICE USE ONLY

Amount	\$.00	AGREEMENT NUMBER MRCA #####	TAX ID # ###	Name Name Project Manager
Amount Previously Authorized	\$0.00	Org Set ##.###.###.####.###.##.5114		Name Name Division Chief
Total	\$0.00	Project Name: XXX		

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AGREEMENT TERMS AND GENERAL CONDITIONS

1. **Work.** The Contractor shall perform, at the request of the MRCA, the Work as detailed herein, in the Scope of Work, General Conditions, and in any and all other attachments, collectively referred to as the "Contract Documents." (Scope of work attached hereto and incorporated by reference herein as Exhibit E.)

Work provided at the MRCA's request by Contractor under this Agreement shall be performed in a manner consistent with the requirements and standards established by any applicable federal, state, county, and city laws, ordinances, regulations and ordinances, including, but not limited to, those specifically cited in this Agreement. Contractor shall adequately supervise and direct all Work on the project and be solely responsible for construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Agreement. MRCA shall appoint a Project Manager to whom Contractor shall direct, in a timely manner, all questions and communication regarding the day-to-day progress and/or problems related to the Work. Contractor shall provide weekly written status reports to Project Manager documenting compliance with the master schedule. The Contractor shall provide all labor, materials, supplies, equipment, and supervision necessary to complete the Work. Contractor is solely responsible for site security and protection, including securing property from damage caused by reasonably expected weather conditions. MRCA will not be responsible for providing any labor, materials, supplies, equipment, or supervision required to complete the Work.

Contractor shall ensure that MRCA has access to the Project Site at all times during the course of this Agreement. MRCA shall have authority to reject any and all portion of the Work that does not conform to Contract Documents. MRCA shall have authority to require Contractor to stop the Work or any portion thereof, or to require special inspection or testing of the Work, whether or not such Work has been fabricated, installed, or completed. Contractor shall be responsible to MRCA for the acts or omissions of the Contractor, Subcontractors, or any agents or employees thereof, in the completion of the Work.

2. **Term.** The term of this Agreement ("Term") will be from _____, 20____ to _____, 20____, or as otherwise provided herein.

3. **Consideration.**

A. MRCA shall pay Contractor for Work in accordance with the Cost Breakdown (attached hereto and incorporated by reference herein as Exhibit F). Total consideration for Work completed pursuant to this Agreement is <spell out in words> (\$ #####).

B. Except as provided herein, Contractor is not entitled to, and shall not receive any additional consideration, compensation, salary, wages or other type of payment for carrying out the Work. Contractor shall not be entitled to any consideration in the form of overtime, employment benefits, paid leaves of absence or any other type of additional consideration unless specifically authorized in writing by MRCA Executive Officer or designee. Contractor shall not be entitled to any compensation for travel expenses, per diem, or reimbursements for services or materials outside the Scope of Work.

C. The total amount paid to Contractor for the Work shall not exceed the amount authorized herein and detailed in the Cost Breakdown and/or authorized in any mutually agreed upon adjustments made consistent with the terms and conditions of this Agreement. MRCA

reserves the right to deny payment or reimbursement request from Contractor in excess of the contract limit set forth herein and in the Cost Breakdown.

D. Contractor shall submit to the MRCA, no more than once per month or according to other schedule agreed to by MRCA, a progress payment request with an itemized statement of all Work (along with outstanding balances, if any) performed during the previous payment period. Itemized statement shall include a 5% retention to be withheld by the MRCA. Payment period shall be defined as the period of time since the commencement of Work, or, the period since the previous progress payment request. The request shall identify the date on which all of the itemized Work was rendered and shall be clear and concise as to the work performed during the period. All payment requests for Work completed in whole or in part by approved subcontractors and/or suppliers shall include copies of all applicable statements/invoices from said subcontractors and/or suppliers. Upon request by the MRCA, Contractor shall promptly provide MRCA with all requested additional backup documentation substantiating the Work performed. As a condition precedent to processing payment requests, Contractor shall submit true, correct, and executed copies of all outstanding waivers and releases upon final and/or progress payments including releases for the most recent pay period. The MRCA shall process all undisputed payment requests within 30 days of approval. If Contractor provides incorrect payment request information, MRCA reserves the right to withhold payment until a correct statement is submitted. If the dispute concerns one or more individual items, MRCA reserves the right to withhold up to 150% of the cost of the item of Work until a correct statement is submitted.

E. MRCA shall not be responsible for costs relating to procurement or maintenance of office space, supplies, equipment, vehicles, reference materials, support services, or telephone/telecommunications services that may be required for Contractor to complete the Work described in this Agreement. The MRCA will not be obligated to pay or reimburse Contractor for these costs which shall be the sole responsibility of the Contractor.

F. Contractor shall be responsible for any sales, consumer, use and any other applicable taxes incurred in the completion of the Work under this Agreement.

4. Schedule.

A. Notice to Proceed and Schedule of Work. Work shall commence only after all conditions precedent have been satisfied and after MRCA issues a written Notice to Proceed to Contractor. A Schedule of Work shall be submitted to MRCA by Contractor within ten (10) days of the Notice to Proceed, or, the notice of intent to award bid, if applicable. Upon acceptance and approval of Schedule of Work by MRCA, it shall be attached hereto and incorporated by reference herein. Upon receipt of Notice to Proceed, Contractor shall promptly commence Work identified in the Scope of Work and pursuant to the Schedule of Work. Contractor is solely responsible for completing said Work within the timeframe set forth by the Schedule of Work. Contractor is solely responsible for accounting for delays due to reasonably expected weather based on NOAA averages. The Schedule of Work shall only be altered or amended by force majeure or express written consent of the MRCA. Multiple Notices to Proceed may be issued.

B. Notice of Completion. When Work is substantially complete, Contractor shall so certify and shall request a final inspection by MRCA. Within ten (10) days, MRCA will conduct inspection and issue a formal written notice if Work is complete to MRCA's satisfaction. MRCA reserves the right to reject any or all portions of the Work found to be defective or failing to satisfy the conditions of this Agreement or the Contract Documents. Contractor shall, immediately upon

such rejection, correct any defective or deficient work at its own expense.

C. Time of the Essence. It is understood and agreed by both MRCA and Contractor that time is of the essence in this Agreement.

D. Liquidated Damages for Failure to Comply with Schedule of Work. It is hereby mutually understood and agreed that in the event that Contractor does not complete the Work within the Term of the Agreement and according to the Schedule of Work, the MRCA will sustain damages. Contractor and its surety shall be liable for liquidated damages and shall pay to MRCA the sum of two hundred fifty dollars (\$250) per each calendar day the completion of the Work is delayed beyond the completion date set forth in the Schedule of Work without an extension of time approved by the MRCA. MRCA and Contractor agree that the daily amount of liquidated damages is an estimate of the actual amount of such damage and does not constitute a fee or penalty. MRCA and Contractor agree that any liquidated damages may be deducted from any retention amount, unpaid balances, or progress payments. In the event that retention amounts, unpaid balances, or progress payments are insufficient to pay liquidated damages, Contractor agrees to pay total liquidated damages to MRCA. No liquidated damages shall be applied for any delay directly and solely caused by MRCA. Contractor shall give MRCA advance written notice in the event of any incidence where, in Contractor's opinion, MRCA is responsible for delay in Contractor's meeting the Schedule of Work. Failure by Contractor to do so shall constitute a waiver of any claim against the MRCA based on that incidence of delay. MRCA shall have one calendar week to respond to Contractor's notice. Disputes regarding compliance with the Schedule of Work shall be determined pursuant to the provisions of this Agreement. This section does not apply to claims made by MRCA for defective workmanship or other contract breaches. Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of MRCA to provide for removal or relocation of such utility facilities. If Contractor discovers utility facilities not identified by MRCA in the contract plans or specifications, he shall immediately notify the public agency and utility in writing.

5. Licenses and Compliance with Laws. Contractor hereby certifies that he/she and all sub-Contractors are licensed by and in good standing with the California State Contractors License Board and shall maintain such standing at all times during the Term of this Agreement. Contractor also agrees to procure any and all necessary licenses, permits, or certificates required by any federal, state or municipal government in order to complete the Work. Contractor is solely responsible for maintaining such licenses, permits, or certificates during the completion of the Work. As a condition precedent to the effectiveness of this Agreement, Contractor shall provide the MRCA all evidence of all required licenses, permits, or certificates required to complete the Work. MRCA shall not be responsible for procuring any licenses, permits, or certificates to complete the Work, but shall reasonably cooperate with Contractor to the extent necessary for Contractor to obtain required license, permits, or certificates. If any dispute arises regarding the necessity or requirement of a particular license, permit, or certificate, the MRCA reserves the right to make such determination for the purposes of this Agreement.

Contractor shall comply with all applicable federal, state, and local laws in the course of completing the Work and in administering this Agreement. Violation of applicable laws shall constitute material breach of this Agreement.

6. Labor Code.

A. Unless otherwise confirmed by written notice of the MRCA, the Work to be

Contractor Name
Agreement #####
Page 5

completed under this Agreement constitute a Public Work within the meaning of California Labor Code Sections 1720 and 1720.3. The Contractor, its employees, agents, and subcontractors, shall all be bound by the provisions of the Labor Code and any other applicable federal, state or local law.

B. The Contractor shall strictly adhere to the provisions of the Labor Code regarding minimum wage, the 8 hour day and 40 hour work week, overtime, weekend and holiday work, and employment of apprentices. Contractor shall forfeit to the MRCA any penalties prescribed in the Labor Code for violations thereof.

C. Pursuant to Section 1776 of the Labor Code, Contractor shall maintain accurate payroll records at all times during the Term of this Agreement and shall ensure that all subcontractors maintain accurate payroll records at all times during the Term of this Agreement. Notwithstanding submissions required by any other Section of this Agreement or any of the Contract Documents, within 24 hours of delivery to Contractor of written request by MRCA, Contractor shall submit certified payroll records for itself and for any subcontractor to MRCA for inspection. Contractor shall disclose to MRCA any past labor violations. MRCA reserves right to make any labor compliance inspection required by law or otherwise deemed necessary.

D. Contractor shall not pay less than prevailing wage rates set by the California Department of Industrial Relations, Division of Labor Standards Enforcement, for the Work completed under this Agreement. Each worker shall be paid subsistence and travel as required by the collective bargaining agreements on file with the Department of Industrial Relations.

7. Subcontractors

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A. Notwithstanding anything contained herein or in any of the Contract Documents, MRCA reserves the right to approve all subcontractors and suppliers prior to commencement of Work on the Project.

B. Contractor shall require all subcontractors, as part of the subcontract, to agree to be bound by all applicable terms of this Agreement and to assume all applicable obligations Contractor owes to the MRCA. Contractor shall be primarily responsible for ensuring that any subcontractor is in full compliance with all applicable terms of this Agreement. All subcontracts for any portion of the Work described herein shall be in writing and Contractor shall provide a true, correct, and completed copy of said subcontract to the MRCA immediately upon execution.

C. Contractor is solely responsible for payment of all sums due to subcontractors or suppliers. Willful failure to pay subcontractors in accordance with this provision may constitute an illegal diversion of funds and shall constitute material breach of this Agreement. MRCA may, at its sole discretion, elect to issue payment jointly to Contractor and subcontractors or suppliers, pursuant to an applicable joint check agreement, which Contractor hereby agrees in good faith to enter into.

D. Nothing contained herein shall modify or eliminate the contractual agreement and any obligations therein between the Contractor, subcontractors, sub-subcontractors, or suppliers.

8. Alternate Contracts. Notwithstanding any other provision herein, the MRCA reserves the right to award other contracts in connection with other portions of the Project.

9. Insurance. As a condition precedent to the effectiveness of this Agreement, Contractor shall provide MRCA with proof of all required insurance, outlined below. The Mountains Recreation and Conservation Authority, the Conejo Recreation and Park District, the Rancho Simi Recreation and Park District, the Santa Monica Mountains Conservancy and the State of California, shall each be named as additional insureds (collectively, "Additional Insureds") on all policies. As Additional Insureds, all employees, agents, directors, and officers, of the Additional Insureds are required to be covered by each policy.

A. **General Liability.** Contractor shall, at all times during the Term of this Agreement, maintain a policy of comprehensive liability insurance covering all Work to be done pursuant to this Agreement and any applicable amendments. The policy shall cover at least one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) in aggregate for bodily injury and property damage. The policy shall not exclude or except from coverage any of the Work required to be performed under this Agreement.

B. **Automobile.** Contractor shall maintain comprehensive automobile insurance throughout the duration of this Agreement of at least one million dollars (\$1,000,000) per occurrence of bodily injury or property damage. The policy shall include all Contractor-owned, non-owned, and hired vehicles employed by the Contractor in the performance of the Work described herein.

C. **Subcontractors.** Contractor shall include all subcontractors as insureds under the policies required herein, or, shall provide MRCA with certificates and endorsements for each subcontractor. Coverage of subcontractors shall be subject to the requirements outlined herein. Likewise, Contractor shall require all subcontractors to secure the same policies required of Contractor herein. Subcontractors shall name the Contractor, MRCA, and Additional Insureds as additional insured parties on said policies.

D. **Workers Compensation.** Contractor shall, at all times during the Term of this Agreement and completion of Work, maintain appropriate workers compensation insurance as required by California law. By entering into this Agreement, Contractor acknowledges its obligations to all employees under the California Labor Code and represents that it will comply with all requirements therein. As a condition precedent to the effectiveness of this Agreement proof of required coverage will be provided to MRCA by Contractor. In no event will the MRCA or Additional Insureds be responsible for any claims in law or equity due to the failure of the Contractor to comply with the terms of the provisions of this Section or this Agreement.

E. **Primary Coverage.** Any insurance required of the Contractor herein shall serve as the primary coverage for the MRCA. Any insurance policy maintained by the MRCA shall be in excess of the Contractor's insurance.

F. **Notice.** Each policy required herein shall contain a clause providing that written notice shall be given to the MRCA pursuant to Section 24 herein, 30 days prior to any termination, cancellation, suspension, or reduction in coverage or limits.

G. **Separate Coverage.** Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is filed, except with respect to the limits of insurer's liability.

10. Defense, Hold Harmless, Indemnification. Contractor at its sole cost and

expense, shall protect, defend, indemnify and hold harmless the MRCA and each of the other Additional Insureds, their agents, officers, and employees from and against all claims, damages, lawsuits, mechanics' liens, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work described herein, the or any related act, failure to act, error, or omission, of Contractor or any related person or entity. Nothing contained herein is intended to conflict with the provision of Civil Code Sections 2782(a) or 2782(b).

Contractor further agrees to execute and be bound by all the provisions of the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto and incorporated by reference herein as Exhibit B.

11. Bond Requirements.

As a condition precedent to the effectiveness of this Agreement Contractor will deliver to MRCA evidence of and maintain in effect the following bonds: 1) A labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and 3) upon project completion and acceptance by the MRCA, a one year warrantee bond in an amount equal to ten percent (10%) of the contract price.

The bonds shall comply with the requirements of California Civil Code Section 3248 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds must also be in a form acceptable to MRCA's legal counsel.

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The Attorney-in-Fact who executes the bonds on behalf of the surety company must attach a copy of his/her Power of Attorney as evidence of authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the MRCA or fails to furnish reports as to its financial condition as requested by the MRCA, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the MRCA and of persons supplying labor or materials in the prosecution of the Work completed under this Agreement.

Failure by Contractor to furnish or maintain the bonds required herein shall constitute material breach of the terms of this Agreement.

12. Contractor's guarantee. Contractor hereby unconditionally guarantees that the Work will be done in accordance with the requirements of the Agreement and further guarantees that the Work will be done and will remain free of defects in workmanship and materials for a period of one year from the date of the Notice of Completion. Contractor hereby agrees to repair and/or replace and all portions of the Work, along with any adjacent Work damaged or necessary to remove, without any expense whatsoever to MRCA.

MRCA shall notify Contractor of any defective Work or any Work not in accordance with the requirements of this Agreement. Within ten (10) working days of written notice, Contractor shall commence correction and/or completion of said defective or incomplete Work and shall complete the Work within a reasonable time period. If Contractor fails to comply with this requirement, MRCA may complete, or have Work completed, at Contractor's expense.

Nothing contained herein shall be construed as a waiver of any rights the MRCA may have to file suit or otherwise bring an action or claim for negligence or defective Work related to the Project under existing law.

13. Suspension and Termination for Convenience/Funding Limitation.

A. Suspension. Without limiting any rights which MRCA may have by reason of default by Contractor hereunder, MRCA, at its sole discretion, may suspend this Agreement and any or all Work thereunder, in whole or in part, at any time, and for any reason. Such suspension shall be effective immediately upon delivery of notice of suspension to Contractor, or any other time specified by MRCA in said notice. Contractor shall, upon receipt of notice of suspension, cease all Work at the Project site and shall incur no further costs or expenses other than those specified by MRCA in the notice. If MRCA elects to suspend the Agreement and Work there under, Contractor shall submit an itemized statement for payment which shall be processed by MRCA pursuant to Section 3.

B. Termination for Convenience. Without limiting any rights with MRCA may have by reason of default by Contractor hereunder, MRCA, at its sole discretion, may terminate this Agreement, in whole or in part, at any time, and for any reason. Such termination shall be effective immediately upon delivery to Contractor of notice of termination, or any other time specified by MRCA in said notice. Contractor shall, upon receipt of notice of termination, cease all Work at the Project site and shall incur no further costs or expenses other than those specified by MRCA in the notice. If MRCA elects to terminate for convenience, MRCA shall pay Contractor for all Work satisfactorily completed prior to the effective date of the termination, plus reasonable overhead and profit on the portion of work satisfactorily completed. In the event of termination for convenience, MRCA reserves the right to terminate or assume Contractor's role in any and all subcontracts entered into by Contractor prior to the effective date of termination.

C. Funding Limitation. The ability of the MRCA to enter this Agreement is based upon available funding from one or more sources. Without limiting any rights the MRCA may have based on any other provision of this Agreement, in the event that such funding fails, is reduced, is suspended, is frozen, or is modified, from one or more sources, the MRCA hereby reserves the option to terminate under Subsection B above. Any reduction or modification of this Agreement made pursuant to this provision must comply with Section 19 below.

D. MRCA reserves the right to reduce or modify this Agreement, or any of its terms, upon 7 days' written notice to Contractor.

14. Nondiscrimination. In performance of the terms of this Agreement and the Work hereunder, Contractor shall not engage in, nor permit subcontractors to engage in discrimination in employment of persons based on age, race, color, religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735. Contractor hereby agrees to complete and sign the Statement of Nondiscrimination attached hereto as Exhibit C.

15. MRCA Property.

A. Personal Property of the MRCA. Any personal property of the MRCA provided to

Contractor by the MRCA pursuant to this Agreement is, and at the termination of the Agreement, will remain the sole and exclusive property of the MRCA. Contractor will use reasonable care to protect, safeguard, and maintain such property while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to property that results from the Contractor's negligence.

B. Plans, Drawings, and Specifications. All plans, drawings, specifications, and other Agreement or Project documents provided to the Contractor by the MRCA or produced by the Contractor under this Agreement are, and shall remain the property of the MRCA and will be returned to MRCA at the termination of the Work under the Agreement. Contractor shall maintain at the site, for MRCA's review, one copy of all such documents, along with any other necessary documents or modifications, at the Project site at all times in good condition. Contractor shall record all changes made during construction on said documents. These shall constitute the "as built" drawings, which shall be considered property of the MRCA and must be turned over to the MRCA prior to final inspection and/or Notice of Completion.

C. Contractor's Work Product. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer media (disks, tapes, memory chips, flash drives, etc.), soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or other intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's Work under this Agreements are, and at the termination of this Agreement, remain the sole exclusive property of the MRCA. At the termination of the Agreement, Contractor will convey possession and title to any such property to the MRCA.

16. Records and Audit. Contractor shall prepare and maintain any and all records required by federal, state, or local law. Contractor shall maintain such records for at least five (5) years from the termination or completion of this Agreement. During this period, Contractor shall make said records available for review upon request by the MRCA. MRCA shall have the right to audit, inspect and evaluate all records and all Work done pursuant to this Agreement.

17. Assignment. With the exceptions of those duties subcontracted to MRCA-approved subcontractors under the terms of this Agreement, Contractor shall not assign or subcontract any part of this Agreement to any other party without the express written consent of the MRCA. Contractor shall not assign any compensation due under this Agreement without the express written consent of the MRCA.

18. Default.

A. Default and notice. If Contractor abandons the Project, fails to carry out the Work in a timely manner, or fails to fulfill any other obligation under this Agreement, the MRCA may declare Contractor to be in default and shall have the right to terminate this agreement. Upon declaring Contractor in default, MRCA will provide Contractor with five (5) working day's written notice to cure the default. If Contractor is unwilling or unable to cure default to MRCA's satisfaction within this period of time, termination of this Agreement will be final.

B. Waiver of default. Waiver by MRCA or Contractor of default by the other party to this Agreement shall not be construed to constitute a waiver of any other subsequent or prior default. Waiver of default shall not constitute a modification or amendment of this Agreement

unless done so pursuant to the terms of Section 19.

C. Completion of Work. In the event that Contractor defaults or neglects to complete any aspect of the Work in accordance with the Agreement or Contract Documents, MRCA may, without prejudice to any other provision herein, upon seven (7) days written notice to Contractor, complete said portion of Work or other deficiency. MRCA shall issue an amendment to Scope of Work, Schedule of Work, and/or Compensation as appropriate pursuant to Section 19.

19. Amendment/Change Orders.

A. The terms of this Agreement may be extended, modified, or amended only by the mutual written consent of the parties hereto. Any such modification shall be executed by authorized representatives of both the Contractor and the MRCA and shall be attached hereto.

B. The MRCA may, without invalidating or otherwise altering the terms of the Agreement, order changes ("Change Order") to the scope of the Work consisting of additions, deletions, or other revisions. The Schedule of Work and the Compensation due to the Contractor shall be amended accordingly. All such changes shall be in the form of a Change Order, an example of which is attached hereto as Exhibit D. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the MRCA has been unjustly enriched by any alteration or addition to the Work, regardless of the accuracy of such claim, shall be the basis of any claim for an increase in any amounts due under this Agreement or for a change in any time period provided for herein in the absence of a duly executed Change Order. Change Orders initiated by Contractor shall be authorized at the sole discretion of the MRCA.

C. Agreement by mutual execution of any Change Order shall constitute final settlement of all matters relating to the change in the Work subject to the Change Order, including, but not limited to, all direct and indirect costs associated with such Change Order, any impact on any portion of the Work unchanged by the Change Order, and any and all adjustments to the total Compensation or the Schedule of Work.

D. The cost or credit to the MRCA resulting from a Change Order shall be determined in one or more of the following ways:

I. Adding or deducting a lump sum or amount determined by unit price agreed upon between the parties;

II. By adding (1) the actual net cost to the Contractor of labor according to established rates; (2) the actual cost to the Contractor of materials, equipment, and/or subcontractors and such other direct costs as may be approved by the MRCA, less all savings, discounts, rebates, and credits; (3) if required, reasonable allowance for bonds and insurance not to exceed 1% of the subtotal of items 1 and 2; (4) reasonable allowance for profit and/or overhead not to exceed 5% of the total cost of the Change Order.

Items (1) through (5) apply regardless of whether the Change Order is a increase or decrease to the Compensation.

III. Any other method of resolution determined by the MRCA.

E. Contractor hereby acknowledges that Change Orders resulting in increases to the Compensation of a certain amount may require authorization by the MRCA Governing Board. MRCA will notify Contractor immediately when Governing Board approval will be required.

F. Notwithstanding the foregoing, the MRCA shall have the authority to order minor changes in the Work not involving an adjustment in the Compensation or an extension of the Schedule of Work and not otherwise inconsistent with the Contract Documents. Such changes may be ordered by written field order. Such changes shall be binding on both the MRCA and Contractor.

G. Contractor shall be obligated to proceed with Change Order Work before the cost or credit is determined, if so directed by MRCA.

20. Known and Concealed Site Conditions.

A. Site Inspection. Contractor is responsible for a thorough review of all plans, surveys, and any other documents received from MRCA regarding site conditions, as well as for performing a comprehensive site inspection to evaluate the conditions and limitations under which the Work will be performed, including, without limitation: (1) location, condition, layout, and nature of the Project site and surrounding areas; (2) generally prevailing climactic conditions to allow Contractor to reasonably anticipate adverse weather conditions; (3) anticipated labor supply and costs; (4) availability and cost of materials, tools, and equipment; (5) any other conditions that reasonably should have been discovered by Contractor. Contractor shall ensure that any and all subcontractors perform similar inspections necessary to their respective portion of the Work. MRCA shall not be liable, or required to make any adjustment to this Agreement, for any damages or delay due to failure by the Contractor or subcontractor(s) to comply with the requirements of this section, except as provided for in Government Code Section 4215.

B. Concealed Site Conditions. Contractor shall not be entitled to additional Compensation or an extension of time due to the discovery of previously concealed conditions at the Project Site that should have been discovered during the course of the site inspection pursuant to the foregoing paragraph, or that were disclosed to Contractor by MRCA in the Contract Document or any other communication during any portion of the bidding process or Agreement Term. In the event that Contractor, in the course of performing the Work herein, discovers any concealed condition that could not reasonably have been discovered by a thorough site review or reasonably anticipated, it shall immediately notify MRCA in writing of said discovery. If it is determined by MRCA that the concealed conditions could not have reasonably been anticipated and were not otherwise disclosed to the Contractor, it may allow an equitable amendment to the Agreement pursuant to Section 19.

20. Claims less than \$375k. This Contract is subject to the provisions of Article 1.5 of the California Public Contract Code, commencing with Section 20104, *et seq.* regarding claims or disputes of less than three hundred seventy five thousand dollars (\$375,000). Contractor hereby acknowledges the contents of Article 1.5 and agrees to comply with and be bound by the provisions thereof.

21. Confidentiality. Contractor shall comply with all applicable laws and/or ordinances regarding the maintenance of all records related to the Work under this Agreement. Contractor

shall make any and all records available to the MRCA upon request. MRCA is subject to the California Public Records Act and shall notify Contractor in the event of a Public Records Act request. Contractor shall keep records private and confidential at all times and shall not release any record unless at the direction of the MRCA.

22. Conflicts. Contractor represents that it has no existing conflict of interest, direct or indirect that would interfere with its Work on this Project and that it will not acquire any such interest during the Term of this Agreement.

23. Post agreement covenant. Contractor shall not use any confidential or privileged information obtained in the course of its Work under this Agreement for personal benefit. For a period of two years from the date of Termination, Contractor shall not seek employment or enter into a contractual agreement with any entity which has or will have an adverse or conflicting interest with, or has been an adverse party in litigation to the MRCA during the course of this Agreement.

23. Severability. In the event that a court of law finds any portion or portions of this Agreement invalid or in violation of any local, state, or federal law, regulation, or ordinance, the remaining provisions shall remain in effect to the extent that the provisions of this Agreement are severable.

24. Attorneys Fees. Should any party hereto commence any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision of this Agreement or for declaratory relief or specific performance, the prevailing party shall be entitled to recover from the losing party or parties such amount as the court may adjudge to be reasonable attorneys fees for services rendered to the prevailing party in such action or proceeding.

25. Force Majeure. Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

26. Calculation of Time. All references to days shall be calendar days unless noted otherwise.

27. Choice of Law. This Agreement shall be governed by the laws of the State of California.

28. Entire agreement. This Agreement represents the entire agreement of the parties, and no representations, inducements, promises or agreements otherwise between the parties not contained herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, or terminated unless it is done so in writing pursuant to Section 19 herein.

29. Notice. Any required notice, communication, amendment, or Change Order, including change of address, of either party hereto during the term of this Agreement, shall be in writing and may be personally delivered or sent by first class mail to the addresses as follows:

Contractor Name
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MRCA:
Joseph T. Edmiston, Executive Officer
5750 Ramirez Canyon
Malibu, CA 90265

Contractor:
Name, Title
Street Address
City, CA 90000

With a copy to:
Attention: Lillian Ikuta
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

[Signature page follows.]

do not fill out

Contractor Name
Agreement #####
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IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT PURSUANT TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AS OF THE DATE SET FORTH ABOVE.

MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY:

CONTRACTOR
NAME:

Signature

Lillian Ikuta
Contracts
Officer

Signature

Name
Title

do not fill out

EXHIBIT A – LIST OF EXHIBITS

Exhibit A – List of Exhibits

Exhibit B – Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution

Exhibit C – Contractor's Statement of Nondiscrimination

Exhibit D – Proposed Change Order Form

Exhibit E – Scope of Work

Exhibit F – Cost Breakdown

Exhibit G – General Conditions – Refer to Bid Package dated _/_/_

Exhibit H – Notice to Proceed

Exhibit I – MRCA Board authorization

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Contractor Name
Agreement #####
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**EXHIBIT B
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF
SUBROGATION AND CONTRIBUTION**

As used herein, "Indemnitor" shall refer to Contractor, and "Indemnitees" shall refer collectively to the Santa Monica Mountains Conservancy (SMMC), the Mountains Recreation Conservation Authority (MRCA), the Rancho Simi Recreation and Park District, and the Conejo Recreation and Park District, and their elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns.

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

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Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

INDEMNITOR
CONTRACTOR NAME:

Signature
Name, Title

**EXHIBIT C
CONTRACTOR'S STATEMENT OF NONDISCRIMINATION**

1. During the performance of this Contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et.seq.), the provisions of Article 9.5, Chapter 1, Division 3, Title 2 of the Government Code, Sections 11135-11139.5, and the regulations or standards adopted by the awarding State agency to implement such Article.
3. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

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STATEMENT OF COMPLIANCE

(Company Name), hereinafter referred to as "prospective contractor", hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code Title 2, Division 4 Chapter 5 in matters relating to the development, implementation and maintenance of a nondiscrimination program. Prospective contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental or physical disability, medical condition, marital status, sex or age (over 40). Prospective contractor agrees to comply with all statutes and regulations set forth in items 1 through 4 above.

I, _____(Name of Official) hereby swear that I am duly authorized to legally bind the prospective contractor to the above certification. I am fully aware that this certification, executed on _____(Date) in the County of _____(Name of County) is made under the penalty of perjury under the laws of the State of California.

Signature

Title

SECTION 09 31 00 00 - CERAMIC TILE

1.1 GENERAL

A. Description Of Work

1. This specification covers the furnishing and installation of materials for ceramic tile. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary

1. Section Includes:
 - a. Ceramic tile.
 - b. Stone thresholds.
 - c. Waterproof membrane.
 - d. Crack isolation membrane.
 - e. Tile backing panels.
 - f. Metal edge strips.

C. Definitions

1. General: Definitions in the ANSI A108 series of tile installation standards and in ANSI A137.1 apply to Work of this Section unless otherwise specified.
2. ANSI A 108 Series: ANSI A108.01, ANSI A108.02, ANSI A108.1A, ANSI A108.1B, ANSI A108.1C, ANSI A108.4, ANSI A108.5, ANSI A108.6, ANSI A108.8, ANSI A108.9, ANSI A108.10, ANSI A108.11, ANSI A108.12, ANSI A108.13, ANSI A108.14, ANSI A108.15, ANSI A108.16, and ANSI A108.17, which are contained in "American National Standard Specifications for Installation of Ceramic Tile."
3. Module Size: Actual tile size plus joint width indicated.
4. Face Size: Actual tile size, excluding spacer lugs.

D. Performance Requirements

1. Static Coefficient of Friction: For tile installed on walkway surfaces, provide products with the following values as determined by testing identical products per ASTM C 1028:
 - a. Level Surfaces: Minimum 0.6.
 - b. Step Treads: Minimum 0.6.
 - c. Ramp Surfaces: Minimum 0.8.

E. Submittals

1. Product Data: For each type of product indicated.
2. LEED Submittal:
 - a. Product Data for Credit EQ 4.1: For adhesives and sealants, including printed statement of VOC content.
3. Shop Drawings: Show locations of each type of tile and tile pattern. Show widths, details, and locations of expansion, contraction, control, and isolation joints in tile substrates and finished tile surfaces.
4. Samples:
 - a. Full-size units of each type and composition of tile and for each color and finish required. For ceramic mosaic tile in color blend patterns, provide full sheets of each color blend.

OR

Assembled samples mounted on a rigid panel, with grouted joints, for each type and composition of tile and for each color and finish required. Make samples at least 12 inches (300 mm) square, but not fewer than 4 tiles. Use grout of type and in color or colors approved for completed Work.

- b. Full-size units of each type of trim and accessory for each color and finish required.
 - c. Stone thresholds in 6-inch (150-mm) lengths.
 - d. Metal edge strips in 6-inch (150-mm) lengths.
 - e. Qualification Data: For qualified Installer.
 - F. Master Grade Certificates: For each shipment, type, and composition of tile, signed by tile manufacturer and Installer.
 - G. Product Certificates: For each type of product, signed by product manufacturer.
 - H. Material Test Reports: For each tile-setting and -grouting product and special purpose tile.
- I. Quality Assurance
- 1. Source Limitations for Tile: Obtain tile of each type and color or finish **OR** tile of each type **OR** tile of each color or finish **OR** tile, **as directed**, from one source or producer.
 - a. Obtain tile of each type and color or finish from same production run and of consistent quality in appearance and physical properties for each contiguous area.
 - 2. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from one manufacturer and each aggregate from one source or producer.
 - 3. Source Limitations for Other Products: Obtain each of the following products specified in this Section from a single manufacturer for each product:
 - a. Stone thresholds.
 - b. Waterproof membrane.
 - c. Crack isolation membrane.
 - d. Joint sealants.
 - e. Cementitious backer units.
 - f. Metal edge strips.
 - 4. Preinstallation Conference: Conduct conference at Project site.
- J. Delivery, Storage, And Handling
- 1. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.
 - a. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.
 - b. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.
 - c. Store liquid materials in unopened containers and protected from freezing.
 - d. Handle tile that has temporary protective coating on exposed surfaces to prevent coated surfaces from contacting backs or edges of other units. If coating does contact bonding surfaces of tile, remove coating from bonding surfaces before setting tile.
- K. Project Conditions
- 1. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

1.1 PRODUCTS

- A. Products, General
- 1. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
 - a. Provide tile complying with Standard grade requirements unless otherwise indicated.
 - 2. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 1.2 articles, ANSI standards referenced by TCA installation methods specified in tile installation schedules, and other requirements specified.

3. Factory Blending: For tile exhibiting color variations within ranges, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.
4. Mounting: For factory-mounted tile, provide back- or edge-mounted tile assemblies as standard with manufacturer unless otherwise indicated.
 - a. Where tile is indicated for installation in swimming pools, on exteriors or in wet areas, do not use back- or edge-mounted tile assemblies unless tile manufacturer specifies in writing that this type of mounting is suitable for installation indicated and has a record of successful in-service performance.
5. Factory-Applied Temporary Protective Coating: Where indicated under tile type, protect exposed surfaces of tile against adherence of mortar and grout by precoating with continuous film of petroleum paraffin wax, applied hot. Do not coat unexposed tile surfaces.

B. Tile Products

1. Tile Type: Factory-mounted unglazed **OR** glazed, **as directed**, ceramic mosaic tile.
 - a. Composition: Porcelain **OR** Impervious natural clay or porcelain **OR** Vitreous or impervious natural clay or porcelain, **as directed**.
 - b. Module Size: 1 by 1 inch (25.4 by 25.4 mm) **OR** 1 by 2 inches (25.4 by 50.8 mm) **OR** 2 by 2 inches (50.8 by 50.8 mm), **as directed**.
 - c. Thickness: 1/4 inch (6.35 mm).
 - d. Face: Plain **OR** Pattern of design indicated, **as directed**, with cushion edges.
 - e. Surface (for unglazed tile): Smooth, without **OR** Slip-resistant, with, **as directed**, abrasive admixture.
 - f. Finish (for glazed tile): Bright, opaque **OR** Bright, clear **OR** Mat, opaque **OR** Mat, clear **OR** Semimat, opaque **OR** Semimat, clear **OR** Vellum, opaque **OR** Vellum, clear **OR** Crystalline, **as directed**, glaze.
 - g. Tile Color and Pattern: As indicated by manufacturer's designations **OR** As selected from manufacturer's full range, **as directed**.
 - h. Grout Color: As indicated by manufacturer's designations **OR** As selected from manufacturer's full range, **as directed**.
 - i. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile, **as directed**. Provide shapes as follows, selected from manufacturer's standard shapes:
 - 1) Base Cove: Cove, module size 1 by 1 inch (25.4 by 25.4 mm) **OR** 2 by 1 inch (50.8 by 25.4 mm), **as directed**.
 - 2) Base Cap for Portland Cement Mortar Installations: Bead (bullnose), module size 1 by 1 inch (25.4 by 25.4 mm) **OR** 2 by 1 inch (50.8 by 25.4 mm), **as directed**.
 - 3) Base Cap for Thin-Set Mortar Installations: Surface bullnose, module size 1 by 1 inch (25.4 by 25.4 mm) **OR** 2 by 1 inch (50.8 by 25.4 mm) **OR** 2 by 2 inches (50.8 by 50.8 mm), **as directed**.
 - 4) Wainscot Cap for Portland Cement Mortar Installations: Bead (bullnose), module size 1 by 1 inch (25.4 by 25.4 mm) **OR** 2 by 1 inch (50.8 by 25.4 mm), **as directed**.
 - 5) Wainscot Cap for Thin-Set Mortar Installations: Surface bullnose, module size 1 by 1 inch (25.4 by 25.4 mm) **OR** 2 by 1 inch (50.8 by 25.4 mm) **OR** 2 by 2 inches (50.8 by 50.8 mm), **as directed**.
 - 6) Wainscot Cap for Flush Conditions: Regular flat tile for conditions where tile wainscot is shown flush with wall surface above it, same size as adjoining flat tile.
 - 7) External Corners for Portland Cement Mortar Installations: Bead (bullnose), module size 1 by 1 inch (25.4 by 25.4 mm) **OR** 2 by 1 inch (50.8 by 25.4 mm), **as directed**.
 - 8) External Corners for Thin-Set Mortar Installations: Surface bullnose, module size 1 by 1 inch (25.4 by 25.4 mm) **OR** 2 by 1 inch (50.8 by 25.4 mm) **OR** 2 by 2 inches (50.8 by 50.8 mm), **as directed**.
 - 9) Internal Corners: Cove, module size 1 by 1 inch (25.4 by 25.4 mm) **OR** 2 by 1 inch (50.8 by 25.4 mm), **as directed**.

OR

Internal Corners: Field-buttet square corners. For coved base and cap, use angle pieces designed to fit with stretcher shapes.

- 10) Tapered Transition Tile: Shape designed to effect transition between thickness of tile floor and adjoining floor finishes of different thickness, tapered to provide reduction in thickness from 1/2 to 1/4 inch (12.7 to 6.35 mm) across nominal 4-inch (100-mm) dimension.
2. Tile Type: Unglazed **OR** Glazed, **as directed**, square-edged quarry tile.
 - a. Face Size: 3 by 3 inches (76 by 76 mm) **OR** 4 by 4 inches (102 by 102 mm) **OR** 6 by 3 inches (152 by 76 mm) **OR** 6 by 6 inches (152 by 152 mm) **OR** 8 by 3-7/8 inches (203 by 191 mm) **OR** 8 by 8 inches (203 by 203 mm), **as directed**.
 - b. Thickness: 3/8 inch (9.5 mm) **OR** 1/2 inch (12.7 mm) **OR** 3/4 inch (19 mm), **as directed**.
 - c. Wearing Surface (for unglazed tile): Nonabrasive, smooth **OR** Abrasive aggregate embedded in surface, **as directed**.
 - d. Finish (for glazed tile): Bright, opaque **OR** Bright, clear **OR** Mat, opaque **OR** Mat, clear **OR** Semimat, opaque **OR** Semimat, clear **OR** Vellum, opaque **OR** Vellum, clear **OR** Crystalline, **as directed**, glaze.
 - e. Tile Color and Pattern: As indicated by manufacturer's designations **OR** As selected from manufacturer's full range, **as directed**.
 - f. Grout Color: As indicated by manufacturer's designations **OR** As selected from manufacturer's full range, **as directed**.
 - g. For furan-grouted quarry tile, precoat with temporary protective coating.
 - h. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile, **as directed**. Provide shapes as follows, selected from manufacturer's standard shapes:
 - 1) Base: Coved with surface bullnose top edge, **as directed**, face size 6 by 6 inches (152 by 152 mm) **OR** 8 by 3-7/8 inches (203 by 98 mm), **as directed**.
 - 2) Wainscot Cap: Surface bullnose, face size 6 by 6 inches (152 by 152 mm) **OR** 8 by 3-7/8 inches (203 by 98 mm), **as directed**.
 - 3) Wainscot Cap for Flush Conditions: Regular flat tile for conditions where tile wainscot is shown flush with wall surface above it, same size as adjoining flat tile.
3. Tile Type: Unglazed **OR** Glazed, **as directed**, paver tile.
 - a. Composition: Porcelain **OR** Impervious natural clay or porcelain **OR** Vitreous or impervious natural clay or porcelain **OR** Natural clay or porcelain, **as directed**.
 - b. Face Size: 3 by 3 inches (76 by 76 mm) **OR** 4 by 4 inches (102 by 102 mm) **OR** 6 by 6 inches (152 by 152 mm) **OR** 7-3/4 by 3-7/8 inches (197 by 98 mm) **OR** 7-7/8 by 7-7/8 inches (200 by 200 mm) **OR** 11-13/16 by 11-13/16 inches (300 by 300 mm) **OR** 165 by 333 mm **OR** 200 by 250 mm **OR** 250 by 250 mm **OR** 165 by 333 mm **OR** 333 by 333 mm **OR** 400 by 400 mm, **as directed**.
 - c. Thickness: 1/4 inch (6.35 mm) **OR** 3/8 inch (9.5 mm) **OR** 1/2 inch (12.7 mm), **as directed**.
 - d. Face: Plain with square or cushion edges **OR** Plain with square edges **OR** Plain with cushion edges **OR** Pattern of design indicated, with square or cushion edges **OR** As indicated, **as directed**.
 - e. Finish (for glazed tile): Bright, opaque **OR** Bright, clear **OR** Mat, opaque **OR** Mat, clear **OR** Semimat, opaque **OR** Semimat, clear **OR** Vellum, opaque **OR** Vellum, clear **OR** Crystalline, **as directed**, glaze.
 - f. Tile Color and Pattern: As indicated by manufacturer's designations **OR** As selected from manufacturer's full range, **as directed**.
 - g. Grout Color: As indicated by manufacturer's designations **OR** As selected from manufacturer's full range, **as directed**.
4. Tile Type: Glazed wall tile **OR** Decorative thin wall tile, **as directed**.
 - a. Module Size: 4-1/4 by 4-1/4 inches (108 by 108 mm) **OR** 6 by 4-1/4 inches (152 by 108 mm) **OR** 6 by 6 inches (152 by 152 mm) **OR** 200 by 200 mm **OR** 250 by 250 mm **OR** 200 by 300 mm, **as directed**.
 - b. Thickness: 5/16 inch (8 mm).

3. Marble Thresholds: ASTM C 503, with a minimum abrasion resistance of 10 **OR** 12, **as directed**, per ASTM C 1353 or ASTM C 241 and with honed finish.

a. Description: Uniform, fine- to medium-grained white stone with gray veining.

OR

Description: Match sample.

4. Slate Thresholds: ASTM C 629, Classification I Exterior **OR** II Interior, **as directed**, with fine, even grain and honed finish.

a. Description: Uniform, black **OR** blue-black **OR** gray **OR** blue-gray **OR** green, **as directed**, stone and unfading.

OR

Description: Match sample.

D. Tile Backing Panels

1. Cementitious Backer Units: ANSI A118.9 or ASTM C 1325, in maximum lengths available to minimize end-to-end butt joints.

a. Thickness: 1/4 inch (6.4 mm) **OR** 1/2 inch (12.7 mm) **OR** 5/8 inch (15.9 mm) **OR** As indicated, **as directed**.

2. Fiber-Cement Underlayment: ASTM C 1288, in maximum lengths available to minimize end-to-end butt joints.

a. Thickness: 1/4 inch (6.4 mm) **OR** 1/2 inch (12.7 mm) **OR** As indicated, **as directed**.

E. Waterproof Membrane

1. General: Manufacturer's standard product, selected from the following, that complies with ANSI A118.10 and is recommended by the manufacturer for the application indicated. Include reinforcement and accessories recommended by manufacturer.

2. Chlorinated Polyethylene Sheet: Nonplasticized, chlorinated polyethylene faced on both sides with nonwoven polyester fabric; 0.030-inch (0.76-mm) nominal thickness.

3. PVC Sheet: Two layers of PVC sheet heat-fused together and to facings of nonwoven polyester; 0.040-inch (1.01-mm) nominal thickness.

4. Polyethylene Sheet: Polyethylene faced on both sides with fleece webbing; 0.008-inch (0.203-mm) nominal thickness.

5. Fabric-Reinforced, Modified-Bituminous Sheet: Self-adhering, SBS-modified-bituminous sheet with woven reinforcement facing; 0.040-inch (1.01-mm) nominal thickness.

6. Fabric-Reinforced, Fluid-Applied Membrane: System consisting of liquid-latex rubber or elastomeric polymer and continuous fabric reinforcement.

7. Fluid-Applied Membrane: Liquid-latex rubber or elastomeric polymer.

8. Latex-Portland Cement: Flexible mortar consisting of cement-based mix and latex additive.

9. Urethane Waterproofing and Tile-Setting Adhesive: One-part, liquid-applied urethane, with a VOC content of 65 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24), in a consistency suitable for trowel application and intended for use as both waterproofing and tile-setting adhesive in a two-step process.

F. Crack Isolation Membrane

1. General: Manufacturer's standard product, selected from the following, that complies with ANSI A118.12 for standard **OR** high, **as directed**, performance and is recommended by the manufacturer for the application indicated. Include reinforcement and accessories recommended by manufacturer.

2. Chlorinated Polyethylene Sheet: Nonplasticized, chlorinated polyethylene faced on both sides with nonwoven polyester fabric; 0.030-inch (0.76-mm) nominal thickness.

3. PVC Sheet: Two layers of PVC sheet heat-fused together and to facings of nonwoven polyester; 0.040-inch (1.01-mm) nominal thickness.

4. Polyethylene Sheet: Polyethylene faced on both sides with fleece webbing; 0.008-inch (0.203-mm) nominal thickness.

5. Corrugated Polyethylene: Corrugated polyethylene with dovetail-shaped corrugations and with anchoring webbing on the underside; 3/16-inch (4-mm) nominal thickness.

6. Fabric-Reinforced, Modified-Bituminous Sheet: Self-adhering, modified-bituminous sheet with fabric reinforcement facing; 0.040-inch (1.01-mm) nominal thickness.
7. Fabric-Reinforced, Fluid-Applied Membrane: System consisting of liquid-latex rubber or elastomeric polymer and fabric reinforcement.
8. Fluid-Applied Membrane: Liquid-latex rubber or elastomeric polymer.
9. Latex-Portland Cement: Flexible mortar consisting of cement-based mix and latex additive.
10. Urethane Crack Isolation Membrane and Tile-Setting Adhesive: One-part, liquid-applied urethane, with a VOC content of 65 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24), in a consistency suitable for trowel application and intended for use as both waterproofing and tile-setting adhesive in a two-step process.

G. Setting Materials

2. Portland Cement Mortar (Thickset) Installation Materials: ANSI A108.02.
 - a. Cleavage Membrane: Asphalt felt, ASTM D 226, Type I (No. 15); or polyethylene sheeting, ASTM D 4397, 4.0 mils (0.1 mm) thick.
 - b. Reinforcing Wire Fabric: Galvanized, welded wire fabric, 2 by 2 inches (50.8 by 50.8 mm) by 0.062-inch (1.57-mm) diameter; comply with ASTM A 185 and ASTM A 82 except for minimum wire size.
 - c. Expanded Metal Lath: Diamond-mesh lath complying with ASTM C 847.
 - 1) Base Metal and Finish for Interior Applications: Uncoated or zinc-coated (galvanized) steel sheet, with uncoated steel sheet painted after fabrication into lath.
 - 2) Base Metal and Finish for Exterior Applications: Zinc-coated (galvanized) steel sheet.
 - 3) Configuration over Studs and Furring: Flat.
 - 4) Configuration over Solid Surfaces: Self furring.
 - 5) Weight: 2.5 lb/sq. yd. (1.4 kg/sq. m) **OR** 3.4 lb/sq. yd. (1.8 kg/sq. m), **as directed**.
 - 6) Latex Additive: Manufacturer's standard, acrylic resin or styrene-butadiene-rubber water emulsion, serving as replacement for part or all of gaging water, of type specifically recommended by latex-additive manufacturer for use with field-mixed portland cement and aggregate mortar bed.
3. Dry-Set Portland Cement Mortar (Thin Set): ANSI A118.1.
 - a. For wall applications, provide mortar that complies with requirements for nonsagging mortar in addition to the other requirements in ANSI A118.1.
4. Latex-Portland Cement Mortar (Thin Set): ANSI A118.4.
 - a. Provide prepackaged, dry-mortar mix containing dry, redispersible, vinyl acetate or acrylic additive to which only water must be added at Project site.
OR
Provide prepackaged, dry-mortar mix combined with acrylic resin or styrene-butadiene-rubber liquid-latex additive at Project site.
 - b. For wall applications, provide mortar that complies with requirements for nonsagging mortar in addition to the other requirements in ANSI A118.4.
5. Medium-Bed, Latex-Portland Cement Mortar: Comply with requirements in ANSI A118.4. Provide product that is approved by manufacturer for application thickness of 5/8 inch (16 mm).
 - a. Provide prepackaged, dry-mortar mix containing dry, redispersible, vinyl acetate or acrylic additive to which only water must be added at Project site.
OR
Provide prepackaged, dry-mortar mix combined with acrylic resin or styrene-butadiene-rubber liquid-latex additive at Project site.
6. EGP (Exterior Glue Plywood) Latex-Portland Cement Mortar (Thin Set): ANSI A118.11.
 - a. Provide prepackaged, dry-mortar mix containing dry, redispersible, vinyl acetate or acrylic additive to which only water must be added at Project site.
 - b. Provide prepackaged, dry-mortar mix combined with acrylic resin or styrene-butadiene-rubber liquid-latex additive at Project site.
7. Water-Cleanable, Tile-Setting Epoxy: ANSI A118.3, with a VOC content of 65 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

- a. Provide product capable of withstanding continuous and intermittent exposure to temperatures of up to 140 deg F (60 deg C) and 212 deg F (100 deg C), respectively, and certified by manufacturer for intended use.
- 8. Chemical-Resistant Furan Mortar: ANSI A118.5, with carbon filler.
- 9. Organic Adhesive: ANSI A136.1, Type I, with a VOC content of 65 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

H. Grout Materials

- 1. Sand-Portland Cement Grout: ANSI A108.10, composed of white or gray cement and white or colored aggregate as required to produce color indicated.
- 2. Standard Cement Grout: ANSI A118.6.
- 3. Polymer-Modified Tile Grout: ANSI A118.7.
 - a. Polymer Type: Ethylene vinyl acetate or acrylic additive, in dry, redispersible form, prepackaged with other dry ingredients.

OR

 - a. Polymer Type: Acrylic resin or styrene-butadiene rubber in liquid-latex form for addition to prepackaged dry-grout mix.
- 4. Water-Cleanable Epoxy Grout: ANSI A118.3.
 - a. Provide product capable of withstanding continuous and intermittent exposure to temperatures of up to 140 deg F (60 deg C) and 212 deg F (100 deg C), respectively, and certified by manufacturer for intended use.
- 5. Chemical-Resistant Furan Grout: ANSI A118.5, with carbon filler.
- 6. Grout for Pregrouted Tile Sheets: Same product used in factory to pregrout tile sheets.

I. Elastomeric Sealants

- 1. General: Provide sealants, primers, backer rods, and other sealant accessories that comply with the following requirements and with the applicable requirements in Division 7 Section "Joint Sealants."
 - a. Use sealants that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
 - b. Use primers, backer rods, and sealant accessories recommended by sealant manufacturer.
- 2. Colors: Provide colors of exposed sealants to match colors of grout in tile adjoining sealed joints unless otherwise indicated.
- 3. One-Part, Mildew-Resistant Silicone Sealant: ASTM C 920; Type S; Grade NS; Class 25; Uses NT, G, A, and, as applicable to nonporous joint substrates indicated, O; formulated with fungicide, intended for sealing interior ceramic tile joints and other nonporous substrates that are subject to in-service exposures of high humidity and extreme temperatures.
- 4. Multipart, Pourable Urethane Sealant for Use T: ASTM C 920; Type M; Grade P; Class 25; Uses T, M, A, and, as applicable to joint substrates indicated, O.
- 5. Chemical-Resistant Sealants: For chemical-resistant floors, provide chemical-resistant elastomeric sealant of type recommended and produced by chemical-resistant mortar and grout manufacturer for type of application indicated, with proven service record and compatibility with tile and other setting materials, and with chemical resistance equivalent to mortar/grout.

J. Miscellaneous Materials

- 1. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.
- 10. Metal Edge Strips: Angle or L-shape, height to match tile and setting-bed thickness, metallic or combination of metal and PVC or neoprene base, designed specifically for flooring applications; half-hard brass **OR** white zinc alloy **OR** nickel silver **OR** stainless-steel, ASTM A 666, 300 Series, **as directed**, exposed-edge material.

11. Temporary Protective Coating: Either product indicated below that is formulated to protect exposed surfaces of tile against adherence of mortar and grout; compatible with tile, mortar, and grout products; and easily removable after grouting is completed without damaging grout or tile.
 - a. Petroleum paraffin wax, fully refined and odorless, containing at least 0.5 percent oil with a melting point of 120 to 140 deg F (49 to 60 deg C) per ASTM D 87.
 - b. Grout release in form of manufacturer's standard proprietary liquid coating that is specially formulated and recommended for use as temporary protective coating for tile.
12. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.
13. Grout Sealer: Manufacturer's standard silicone product for sealing grout joints and that does not change color or appearance of grout.

K. Mixing Mortars And Grout

1. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.
2. Add materials, water, and additives in accurate proportions.
3. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

1. EXECUTION

A. Examination

1. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
 - a. Verify that substrates for setting tile are firm, dry, clean, free of coatings that are incompatible with tile-setting materials including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.
 - b. Verify that concrete substrates for tile floors installed with adhesives, bonded mortar bed or thin-set mortar comply with surface finish requirements in ANSI A108.01 for installations indicated.
 - 1) Verify that surfaces that received a steel trowel finish have been mechanically scarified.
 - 2) Verify that protrusions, bumps, and ridges have been removed by sanding or grinding.
 - c. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed.
 - d. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
2. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Preparation

1. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with adhesives or thin-set mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
2. Where indicated, prepare substrates to receive waterproofing by applying a reinforced mortar bed that complies with ANSI A108.1A and is sloped 1/4 inch per foot (1:50) toward drains.
3. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

4. Field-Applied Temporary Protective Coating: If indicated under tile type or needed to prevent grout from staining or adhering to exposed tile surfaces, precoat them with continuous film of temporary protective coating, taking care not to coat unexposed tile surfaces.

C. Tile Installation

1. Comply with TCA's "Handbook for Ceramic Tile Installation" for TCA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 Series "Specifications for Installation of Ceramic Tile" that are referenced in TCA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.
 - a. For the following installations, follow procedures in the ANSI A108 Series of tile installation standards for providing 95 percent mortar coverage:
 - 1) Exterior tile floors.
 - a. Tile floors in wet areas.
 - b. Tile swimming pool decks.
 - c. Tile floors in laundries.
 - d. Tile floors composed of tiles 8 by 8 inches (200 by 200 mm) or larger.
 - e. Tile floors composed of rib-backed tiles.
2. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
3. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
4. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.
 - a. For tile mounted in sheets, make joints between tile sheets same width as joints within tile sheets so joints between sheets are not apparent in finished work.
 - b. Where adjoining tiles on floor, base, walls, or trim are specified or indicated to be same size, align joints.
 - c. Where tiles are specified or indicated to be whole integer multiples of adjoining tiles on floor, base, walls, or trim, align joints unless otherwise indicated.
5. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:
 - a. Ceramic Mosaic Tile: 1/16 inch (1.6 mm).
 - b. Quarry Tile: 1/4 inch (6.35 mm) **OR** 3/8 inch (9.5 mm), **as directed**.
 - c. Paver Tile: 1/4 inch (6.35 mm) **OR** 3/8 inch (9.5 mm), **as directed**.
 - d. Glazed Wall Tile: 1/16 inch (1.6 mm).
 - e. Decorative Thin Wall Tile: 1/16 inch (1.6 mm).
14. Lay out tile wainscots to dimensions indicated or to next full tile beyond dimensions indicated.
15. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
 - a. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.
 - b. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants".
16. Stone Thresholds: Install stone thresholds in same type of setting bed as adjacent floor unless otherwise indicated.
 - a. At locations where mortar bed (thickset) would otherwise be exposed above adjacent floor finishes, set thresholds in latex-portland cement mortar (thin set).
 - b. Do not extend cleavage membrane, waterproofing or crack isolation membrane under thresholds set in dry-set portland cement or latex-portland cement mortar. Fill joints between such thresholds and adjoining tile set on cleavage membrane, waterproofing or crack isolation membrane with elastomeric sealant.

17. Metal Edge Strips: Install at locations indicated **OR** where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with top of tile **OR** where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with or below top of tile and no threshold is indicated, **as directed**.
 18. Grout Sealer: Apply grout sealer to cementitious grout joints in tile floors according to grout-sealer manufacturer's written instructions. As soon as grout sealer has penetrated grout joints, remove excess sealer and sealer from tile faces by wiping with soft cloth.
- D. Tile Backing Panel Installation
1. Install cementitious backer units and fiber-cement underlayment and treat joints according to ANSI A108.11 and manufacturer's written instructions for type of application indicated. Use latex- portland cement mortar for bonding material unless otherwise directed in manufacturer's written instructions.
- E. Waterproofing Installation
1. Install waterproofing to comply with ANSI A108.13 and manufacturer's written instructions to produce waterproof membrane of uniform thickness and bonded securely to substrate.
 2. Do not install tile or setting materials over waterproofing until waterproofing has cured and been tested to determine that it is watertight.
- F. Crack Isolation Membrane Installation
1. Install crack isolation membrane to comply with ANSI A108.17 and manufacturer's written instructions to produce membrane of uniform thickness and bonded securely to substrate.
 2. Do not install tile or setting materials over crack isolation membrane until membrane has cured.
- G. Cleaning And Protecting
1. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces.
 - a. Remove epoxy and latex-portland cement grout residue from tile as soon as possible.
 - b. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.
 - c. Remove temporary protective coating by method recommended by coating manufacturer and that is acceptable to tile and grout manufacturer. Trap and remove coating to prevent drain clogging.
 2. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.
 3. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
 4. Before final inspection, remove protective coverings and rinse neutral protective cleaner from tile surfaces.
- H. Exterior Tile Installation Schedule
1. Exterior Floor Installations:
 - a. Tile Installation F101: Cement mortar bed (thickset) bonded to concrete **OR** over waterproof membrane on concrete **OR** over waterproof membrane on concrete where indicated and bonded to concrete where membrane is not indicated, **as directed**; TCA F101 and ANSI A108.1A **OR** ANSI A108.1B **OR** ANSI A108.1C, **as directed**.
 - 1) Tile Type: as directed by the Owner.
 - 2) Thin-Set Mortar for Cured-Bed Method: Dry-set **OR** Latex- **OR** Medium-bed, latex-, **as directed**, portland cement mortar.

- 3) Grout: Sand-portland cement **OR** Standard sanded cement **OR** Standard unsanded cement **OR** Polymer-modified sanded **OR** Polymer-modified unsanded, **as directed**, grout.
- b. Tile Installation F102: Thin-set mortar on concrete **OR** over waterproof membrane on concrete **OR** over waterproof membrane on concrete where indicated and on concrete where membrane is not indicated, **as directed**; TCA F102.
 - 1) Tile Type: as directed by the Owner.
 - 2) Bond Mortar for wet-set Method.
 - 3) Thin-Set Mortar: Dry-set **OR** Latex- **OR** Medium-bed, latex-, **directed**, portland cement mortar.
 - 4) Grout: Sand-portland cement **OR** Standard sanded cement **OR** Standard unsanded cement **OR** Polymer-modified sanded **OR** Polymer-modified unsanded, **as directed**, grout.
2. Exterior Wall Installations, Masonry or Concrete:
 - a. Tile Installation W201: Cement mortar bed (thickset) on metal lath over waterproof membrane; TCA W201 and ANSI A108.1A **OR** ANSI A108.1B **OR** ANSI A108.1C, **as directed**.
 - 1) Tile Type: as directed by the Owner.
 - 2) Bond Coat Mortar for Wet-Set Method: Dry-set **OR** Latex-, **as directed**, portland cement mortar.
 - 3) Thin-Set Mortar for Cured-Bed Method: Dry-set **OR** Latex-, **as directed**, portland cement mortar.
 - 4) Grout: Sand-portland cement **OR** Standard sanded cement **OR** Standard unsanded cement **OR** Polymer-modified sanded **OR** Polymer-modified unsanded, **as directed**, grout.
 - b. Tile Installation W202: Thin-set mortar; TCA W202.
 - 1) Tile Type: as directed by the Owner.
 - 2) Thin-Set Mortar: Dry-set **OR** Latex- **OR** Medium-bed, latex-, **as directed**, portland cement mortar.
 - 3) Grout: Sand-portland cement **OR** Standard sanded cement **OR** Standard unsanded cement **OR** Polymer-modified sanded **OR** Polymer-modified unsanded, **as directed**, grout.

End OF SECTION 09 31 00 00

SWIMMING POOL CERAMIC TILE

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Swimming pool ceramic tile detailed on the Drawings, including, but not limited to, the following:
 - 1. 4'-6" Depth Tile.
 - 2. Trim Tile

1.02 QUALITY ASSURANCE

- A. Qualifications of Workers:
 - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
 - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years' experience with the materials and methods specified.
 - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years' experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. Standards: In addition to complying with all pertinent codes and regulations:
 - 1. Manufacture of all tiles shall be in accordance with ANSI A-137.1.
 - 2. Install ceramic tile in accordance with the recommendations contained in the 2021 "Handbook for Ceramic Tile Installation" of the Tile Council of America, Inc.
- C. Tolerances: Install all swimming pool ceramic tile straight, true, plumb and square within a tolerance horizontally of one in 200 and a tolerance vertically of one in 500. Waterline and gutter bullnose tile shall be level to 1/8" (+/- 1/16") around entire perimeter of swimming pools.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. Provide submittals in conformance with the requirements of Section 013300.
- B. Samples: Submit samples of each color and pattern in the specified groups. Character samples can be representative for review prior to screening of actual tile.
- C. Master Grade Certificate: Prior to opening ceramic tile containers, submit a Master Grade Certificate, signed by the manufacturer of the tile used and issued when the shipment is made, stating the grade, kind of tile, identification marks for the tile containers, and the name and location of the Project.
- D. Specifications: Submit manufacturer's recommended installation specifications for the Work.
- E. Submit proof of qualifications as specified in Article 1.02.A of this Section.

1.04 PRODUCT HANDLING

- A. Delivery: Deliver all materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store all materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project site.
- C. Protection: Use all means necessary to protect swimming pool ceramic tile before, during and after installation and to protect the installed Work specified in other Sections.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

PART 2 – PRODUCT

2.01 TILE

- A. 4'-6" Depth Tile:
 - 1. Material: Group 3 quality, frost proof unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
 - 2. Size: 1 x 1 inches.
- B. Trim Tile
 - 1. Material: Group 3 quality, frost proof unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
 - 2. Size: 1 x 1 inches with S-812 quarter round.
 - 3. Size: 2 x 6 inches with integral quarter round. non-slip. Inlays #CPC00022.

2.02 MORTAR

- A. Laticrete 3701 fortified mortar #LCR-37-1017.
- B. Site mortar mix shall comply with ASTM C270 standards.
 - 1. Sand for Mortar: Comply with requirements of fine aggregate for concrete.
 - 2. Cement: Type I Portland Cement, conforming to ASTM C150.
 - 3. Hydrated Lime: Conforming to ASTM C206 or 207, Type S.
 - 4. Water: From a potable source.
- C. Water: From a potable source.
- D. Mortar shall meet ASTM C627.

2.02 THIN SET MORTAR

- A. Laticrete 254 Platinum. Laticrete, Custom or equal.
- B. Water from potable source.
- C. Mortar shall meet ASTM C627.

2.03 GROUT

- A. All tile grout shall be waterproof grout complying with the recommendations of TCA and ANSI A118.6 (4) standards. Grout color shall be grey for dark backgrounds, white for light backgrounds (verify colors with Architect).

2.04 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of ceramic tile as indicated on the Drawings, shall be new, first quality of their respective kinds, and subject to the approval of the Owner's Representative.

PART 3 – EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection:

1. Prior to all Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
2. Verify that ceramic tile can be installed in accordance with the original design and all referenced standards.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive its Work.

3.02 INSTALLATION

A. Method:

1. Install all ceramic tile in strict accordance with installation method P601-90 of the 2021 Handbook for Ceramic Tile Installation of the Tile Council of America, Inc.
2. Be certain to install all ceramic tile perfectly level, flush, plumb, and to the finish grades and elevations indicated on the Drawings.

B. Interface:

1. Carefully establish and follow the required horizontal and vertical elevations to insure proper and adequate space for the work and materials of other trades.
2. Coordinate and cooperate as required with other trades to insure proper and adequate interface of ceramic tile Work with the Work of other trades.

3.03 GROUTING

- A. Follow grout manufacturer's recommendations as to grouting procedures and precautions.
- B. Remove all grout haze, observing grout manufacturer's recommendations as to use of acid and chemical cleaners.

3.04 EXTRA STOCK

- A. Provide one (1) unopened box of extra tile for 2.01A, and 2.01B for Owners use at a future time.

3.05 CLEAN-UP

- A. Upon completion of the swimming pool ceramic tile installation, thoroughly clean and polish the exposed surfaces of tile work. Completely clean work area of debris and rubbish occasioned by this Work and dispose of to the approval of the Owner's Representative.

END OF SECTION

SECTION 131105

SWIMMING POOL

PLASTER

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Swimming pool plaster and waterproofing of swimming pool structures.
- B. Start-up and operation instructions to Owner's operations and maintenance personnel and properly balance swimming pool water chemistry until the Owner takes occupancy.

1.02 QUALITY ASSURANCE

- A. Qualifications of Workers:
 - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
 - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years' experience with the materials and methods specified.
 - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years' experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. Standards: Swimming pool plaster shall conform with requirements of Chapter 31B of California Building Code, latest edition. In addition, meet requirements of applicable portions of most current edition of the "Technical Manual," National Plasterers Council, Wauconda, Illinois.
- C. Start-up:
 - 1. Furnish a swimming pool water chemistry consultant, with a minimum of five (5) years' experience, possessing either AFO (Aquatic Facility Operator) or CPO (Certified Pool Operator) certification(s), to supervise and properly balance swimming pool water chemistry.
 - 2. Demonstrate to the Owner's Representative that all systems are fully operational and that calcium hardness, total alkalinity, chlorine residual and pH levels are within specified limits.
 - 3. Standards: Furnish labor and chemicals as required to condition the water properly to the following specifications:
 - a. Calcium Hardness: 200-400 parts per million (PPM)
 - b. Total Alkalinity: 80-100 PPM
 - c. Chlorine Residual: 1.00 to 2.0 PPM
 - d. PH Factor: 7.2 to 7.6

1.03 SUBMITTALS AND SUBSTITUTIONS

- 2 Provide submittals in conformance with the requirements of Section 013000.
- 3 Submit proof of qualifications as specified in Article 1.02.A and 1.02.C.1 of this Section.

1.04 PRODUCT HANDLING

- A. Delivery: Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project Site.
- C. Protection: Use all means necessary to protect the swimming pool plaster before, during, and after installation and to protect the installed Work specified in other Sections.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

1.05 ENVIRONMENTAL CONDITIONS

- A. No plastering shall be done under unsuitable conditions of weather or temperature. No plastering shall be done when prevailing temperature is 40 degrees Fahrenheit or less.
- B. Do not install plaster during rain and, if rain commences after plastering has begun, immediately protect the plaster from rain by all means necessary until the plaster has set.
- C. Do not install plaster during wind greater than 10 mph and, if wind commences after plastering has begun, immediately protect the plaster from wind by all means necessary until the plaster has set.

PART 2 PRODUCTS

3.01 CEMENT / AGGREGATE

- A. Luna Quartz® tiny pebble finish by Wet Edge Technologies. Altima® quartz finish by Wet Edge Technologies. Pebble-Fina® pool finish by Pebble Technologies.

3.02 COLOR

- A. All swimming pool plaster shall be white in color. Wet Edge Technologies shall be Luna Quartz® "Polar White". Wet Edge Technologies shall be Altima® "White". Pebble Technology shall be Pebble-Fina® "Classico". Contractor to obtain written approval on selected pebble color from the local Health Department prior to installation. Submit cut sheet, color sample and written approval for review by Architect and Owner.

2.03 WATER

- A. Water for swimming pool plaster shall be clean and free from injurious amounts of acid, alkali, and organics.

2.04 GUTTER/SURGE CHAMBER WATERPROOFING

- A. Xypex, Miracote Miraflex Membrane C, or approved equal. Mix and apply per manufacturer's recommendations for specific application. Color shall be Gray.

PART 3 EXECUTION

3.03 SURFACE CONDITIONS

- A. Inspection:
 - 1. Prior to Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation can properly commence.
 - 2. Verify that swimming pool plaster can be installed in accordance with the original design and all referenced standards, including proprietary application techniques and application training/certifications.
- B. Discrepancies:
 - 1. In the event of discrepancy, immediately notify the Owner's Representative.
 - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
 - 3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive the Work.

3.04 INSTALLATION OF GUTTER/SURGE CHAMBER WATERPROOFING

- A. Provide two (2) coats of the specified gutter/surge chamber waterproofing prior to plastering the swimming pool. Prepare surfaces to receive waterproofing and cure in conformance with manufacturer's recommendations. Provide steel trowel application method to ensure uniform smooth, dense surface finish.

3.05 INSTALLATION OF POOL PLASTER

- A. Outdoor Pools or Spas:
 - 1. Completion of other work: **DO NOT** commence plastering of swimming pool(s) or spa(s) until the following conditions have been met:
 - a. The Health Department and/or other governing agencies have approved the pool(s) and/or spas) for plaster.

- b. All dust raising construction and/or activities in areas adjacent to the pool(s) or spa(s) are complete or mitigated.
 - c. The circulation pump(s) is/are operational.
 - d. The mechanical system has been flushed sufficiently to remove all dirt and debris from the piping system.
 - e. All necessary chemicals (Chlorine, pH adjuster, Sodium Bicarbonate and Calcium Chloride or any other required chemicals) are on site and ready for use.
 - f. Obtain written approval from the Owner's Representative and the Architect.
- B. Contractor accepts all liability from damage done to the pool plaster if the pool(s) or spa(s) is (are) plaster before the completion of the above listed items or without the written approval of the Owner's Representative and the Architect.
- C. Preparation:
- 1. Do not apply plaster over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of a durable plaster finish.
 - 2. Consult with manufacturer on application to specific surfaces being treated. Follow manufacturer's recommendation for curing of cast-in-place concrete or shotcrete surfaces prior to application of plaster.
 - 3. Protect ceramic tile, decking, deck equipment, gratings, fittings and other items by suitable covering or masking.
 - 4. Mask or remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place not to receive pool plaster. Following completion of plaster for each space or area remove masking. Re-install all removed items utilizing workers skilled in the trades involved.
- D. Application:
- 1. Finish shall be applied to a uniform thickness of 3/8" to 1/2" over the entire surface. The walls shall be scratch-coated followed by a finish coat. Material applied to the floor after the walls have been applied shall be accelerated to assure uniform setting time throughout the pool surface.
 - 2. Float the plaster to a uniform plane and trowel to a smooth, dense, impervious surface using extreme care to avoid stains.
 - 3. Take special care in finishing around pool fittings, making sure to mask off or plug openings so as not to fill such openings with excess plaster. Be certain to completely enclose pool fittings with plaster to insure a leak-proof seal around pipes, fittings, lights, anchors, etc.
 - 4. Accurately interface with the finish planes of items installed by other trades.
 - 5. Quartz-cement plaster is to be applied by a licensed applicator as approved by the manufacturer, and in accordance with manufacturer's training.

3.04 CURING

- A. Preparation: Anticipate the need for required equipment and have all such equipment immediately available for use upon completion of pool plastering.

B. Pool Filling:

1. After the plaster has sufficiently dried and before drying has proceeded to a damaging point, cure the plaster by gradually filling the pool with water, preventing all damage to finishing plaster surfaces.
2. Flow the water continuously until the pool is filled.
3. When the weather is hot and/or water pressure is low, keep the pool walls damp while the pool is filling.
4. Coordinate with Contractor to ensure that the pool is continuously monitored while filling to prevent overflow.

3.05 EQUIPMENT ACTIVATION

- E. All water chemistry and filtration mechanical equipment shall be operational upon filling of pool after plaster. Chemicals and other related support items as supplied by Contractor, shall be in supply at start-up.
- F. For the first seven (7) calendar days after completion of the pool plaster, brush all plastered surfaces at least twice a day and coordinate with General Contractor to ensure that the plaster is carefully maintained after the initial seven-day period. In addition, coordinate with the Contractor to ensure that pool filtration equipment is continuously running during the initial seven-day period.
- G. Start-up and provide qualified personnel to operate pool equipment for a period not less than seven (7) days after the pool is placed in operation, or until the Owner takes occupancy of the facility or letter of substantial completion. During this time, Contractor shall instruct and supervise the Owner's personnel in the various operating and maintenance techniques involved. Contractor shall be responsible for supply of chemicals during this not less than seven (7) day period and at time of turnover to Owner, chemical storage tanks shall be full. (Owner's personnel shall be fully trained and capable of assuming swimming pool maintenance tasks, training may begin before Owner takes occupancy).

3.06 CLEAN-UP

- A. Upon completion of swimming pool plaster, remove all materials, equipment and debris occasioned by this Work and leave the job site in a clean and presentable condition. Perform all such clean-up to the approval of the Owner's Representative.

3.07 WARRANTY

- A. All applicators must provide a minimum of five (5) year warranty for application and workmanship additional to the manufacturer's warranty for product.

END OF SECTION

SECTION 22 11 23 13 - WATER DISTRIBUTION PUMPS

1.1 GENERAL

a. Description Of Work

1. This specification covers the furnishing and installation of materials for domestic water pumps. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the products manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

b. Summary

1. Section Includes:
 - a. In-line, sealless centrifugal pumps.
 - b. Horizontally mounted, in-line, separately coupled centrifugal pumps.
 - c. Horizontally mounted, in-line, close-coupled centrifugal pumps.
 - d. Vertically mounted, in-line, close-coupled centrifugal pumps.

C. Definitions

1. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control, signaling power-limited circuits.

D. Submittals

1. Product Data: For each type of product indicated. Include materials of construction, rated capacities, certified performance curves with operating points plotted on curves, operating characteristics, electrical characteristics, and furnished specialties and accessories.
2. Operation and Maintenance Data: For domestic water pumps to include in operation and maintenance manuals.

E. Quality Assurance

1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. UL Compliance: Comply with UL 778 for motor-operated water pumps.

F. Delivery, Storage, And Handling

1. Retain shipping flange protective covers and protective coatings during storage.
2. Protect bearings and couplings against damage.
3. Comply with pump manufacturer's written rigging instructions for handling.

G. Coordination

1. Coordinate sizes and locations of concrete bases with actual equipment provided.

1.2 PRODUCTS

a. In-Line, Sealless Centrifugal Pumps

1. Description: Factory-assembled and -tested, in-line, close-coupled, canned-motor, sealless, overhung-impeller centrifugal pumps.
2. Pump Construction:
 - a. Pump and Motor Assembly: Hermetically sealed, replaceable-cartridge type with motor and impeller on common shaft and designed for installation with pump and motor shaft horizontal.
 - b. Casing: Bronze, with threaded or companion-flange connections.
 - c. Impeller: Plastic.
 - d. Motor: Single speed, unless otherwise indicated.

b. Horizontally Mounted, In-Line, Separately Coupled Centrifugal Pumps

1. Description: Factory-assembled and -tested, in-line, single-stage, separately coupled, overhung- impeller centrifugal pumps designed for installation with pump and motor shafts mounted horizontal.
2. Pump Construction:
 - a. Casing: Radially split with threaded companion-flange connections for pumps with NPS 2 (DN 50) pipe connections and flanged connections for pumps with NPS 2-1/2 (DN 65) pipe connections.
 - b. Impeller: Statically and dynamically balanced, closed, and keyed to shaft.
 - c. Shaft and Shaft Sleeve: Steel shaft, with copper-alloy shaft sleeve.
 - d. Coupling: Flexible.
 - e. Seal: Mechanical, with carbon-steel rotating ring, stainless-steel spring, ceramic seat, and rubber bellows and gasket.
 - f. Bearings: Oil-lubricated; bronze-journal or ball type.
 - g. Shaft Coupling: Flexible, capable of absorbing torsional vibration and shaft misalignment.
3. Motor: Single speed, with grease-lubricated ball bearings; and resiliently **OR** rigidly, **as directed**, mounted to pump casing.

c. Horizontally Mounted, In-Line, Close-Coupled Centrifugal Pumps

1. Description: Factory-assembled and -tested, in-line, single-stage, close-coupled, overhung- impeller centrifugal pumps designed for installation with pump and motor shaft mounted horizontal.
2. Pump Construction:
 - a. Casing: Radially split with threaded companion-flange connections for pumps with NPS 2 (DN 50) pipe connections and flanged connections for pumps with NPS 2-1/2 (DN 65) pipe connections.
 - b. Impeller: Statically and dynamically balanced, closed, and keyed to shaft.
 - c. Shaft and Shaft Sleeve: Steel shaft with deflector, with copper-alloy shaft sleeve. Include water slinger on shaft between motor and seal.
 - d. Seal: Mechanical, with carbon-steel rotating ring, stainless-steel spring, ceramic seat, and rubber bellows and gasket.
 - e. Bearings: Oil-lubricated; bronze-journal or ball type.
 - f. Shaft Coupling: Flexible, capable of absorbing torsional vibration and shaft misalignment.
3. Motor: Single speed, with grease-lubricated ball bearings; and resiliently or rigidly mounted to pump casing.

d. Vertically Mounted, In-Line, Close-Coupled Centrifugal Pumps

1. Description: Factory-assembled and -tested, in-line, single-stage, close-coupled, overhung- impeller centrifugal pumps designed for installation with pump and motor shaft mounted vertical.
2. Pump Construction:
 - a. Casing: Radially split, cast iron, with wear rings and threaded companion-flange connections for pumps with NPS 2 (DN 50) pipe connections and flanged connections for pumps with NPS 2-1/2 (DN 65) pipe connections. Include pump manufacturer's base attachment for mounting pump on concrete base, **as directed**.
 - b. Impeller: Statically and dynamically balanced, closed, and keyed to shaft.
 - c. Shaft and Shaft Sleeve: Stainless-steel or steel **OR** Stainless-steel, **as directed**, shaft, with copper-alloy shaft sleeve.
 - d. Seal: Mechanical, with carbon-steel rotating ring, stainless-steel spring, ceramic seat, and rubber bellows and gasket. Include water slinger on shaft between motor and seal.
 - e. Bearings: Oil-lubricated; bronze-journal or ball type.
 - f. Shaft Coupling: Flexible or rigid type if pump is provided with coupling.
3. Motor: Single speed, with grease-lubricated ball bearings; and rigidly mounted to pump casing.

e. Motors

1. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Division 22 Section "Common Motor Requirements For Plumbing Equipment".
 - a. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
 - b. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in Division 22.

f. Controls

1. Pressure Switches: Electric, adjustable for control of water-supply pump.
 - a. Type: Water-immersion pressure sensor, for installation in piping.
 - b. Enclosure: NEMA 250, Type 4X.
 - c. Operation of Pump: On or off.
 - d. Transformer: Provide if required.
 - e. Power Requirement: 24 V, ac **OR** 120 V, ac, **as directed**.
 - f. Settings: Start pump at **<Insert pressure>** and stop pump at **<Insert pressure>**.
2. Thermostats: Electric; adjustable for control of hot-water circulation pump.
 - a. Type: Water-immersion temperature sensor, for installation in piping.
 - b. Range: 50 to 125 deg F (10 to 52 deg C) **OR** 65 to 200 deg F (18 to 93 deg C) **OR** 100 to 240 deg F (38 to 116 deg C), **as directed**.
 - c. Enclosure: NEMA 250, Type 4X.
 - d. Operation of Pump: On or off.
 - e. Transformer: Provide if required.
 - f. Power Requirement: 24 V, ac **OR** 120 V, ac, **as directed**.
 - g. Settings: Start pump at 105 deg F (41 deg C) **OR** 110 deg F (43 deg C) **OR** 115 deg F (46 deg C), **as directed**, and stop pump at 120 deg F (49 deg C) **OR** 125 deg F (52 deg C), **as directed**.
3. Timers: Electric, for control of hot-water circulation pump.
 - a. Type: Programmable, seven-day clock with manual override on-off switch.
 - b. Enclosure: NEMA 250, Type 1, suitable for wall mounting.
 - c. Operation of Pump: On or off.
 - d. Transformer: Provide if required.
 - e. Power Requirement: 24 V, ac **OR** 120 V, ac, **as directed**.
 - f. Programmable Sequence of Operation: Up to two on-off cycles each day for seven days.
4. Time-Delay Relays: Electric, for control of hot-water circulation pump between water heater and connected hot-water storage tank.
 - a. Type: Adjustable time-delay relay.
 - b. Range: Up to five minutes.
 - c. Setting: Five minutes.
 - d. Enclosure: NEMA 250, Type 4X.
 - e. Operation of Pump: On or off.
 - f. Transformer: Provide if required.
 - g. Power Requirement: 24 V, ac **OR** 120 V, ac, **as directed**.
 - h. Programmable Sequence of Operation: Limit pump operation to periods of burner operation plus maximum five minutes after the burner stops.

1.3 EXECUTION

a. Examination

1. Examine roughing-in of domestic-water-piping system to verify actual locations of connections before pump installation.

b. Pump Installation

1. Comply with HI 1.4.
2. Install in-line, sealless centrifugal pumps with shaft horizontal unless otherwise indicated.
3. Install horizontally mounted, in-line, separately coupled and close-coupled centrifugal pumps with shaft(s) horizontal.
4. Install vertically mounted, in-line, close-coupled centrifugal pumps with shaft vertical.
5. Pump Mounting: Install vertically mounted, in-line, close-coupled centrifugal pumps with cast-iron base mounted on concrete base using elastomeric pads **OR** elastomeric mounts **OR** restrained spring isolators, **as directed**. Comply with requirements for concrete base specified in Division 03 Section "Cast-in-place Concrete".
 - a. Minimum Deflection: 1/4 inch (6 mm) **OR** 1 inch (25 mm), **as directed**.
 - b. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around the full perimeter of concrete base.
 - c. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete floor.
 - d. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - e. Install anchor bolts to elevations required for proper attachment to supported equipment.
6. Install continuous-thread hanger rods and spring hangers **OR** spring hangers with vertical-limit stop, **as directed**, of size required to support pump weight.
 - a. Comply with requirements for vibration isolation devices specified in Division 22 Section "Vibration And Seismic Controls For Plumbing Piping And Equipment". Fabricate brackets or supports as required.
 - b. Comply with requirements for hangers and supports specified in Division 22 Section "Hangers And Supports For Plumbing Piping And Equipment".
7. Install pressure switches in water supply piping.
8. Install thermostats in hot-water return piping.
9. Install timers on wall in engineer's office, **as directed**.
10. Install time-delay relays in piping between water heaters and hot-water storage tanks.

c. Connections

1. Comply with requirements for piping specified in Division 22 Section "Domestic Water Piping". Drawings indicate general arrangement of piping, fittings, and specialties.
2. Install piping adjacent to pumps to allow service and maintenance.
3. Connect domestic water piping to pumps. Install suction and discharge piping equal to or greater than size of pump nozzles.
 - a. Install flexible connectors adjacent to pumps in suction and discharge piping of the following pumps:
 - 1.) Horizontally mounted, in-line, separately coupled centrifugal pumps.
 - 2.) Horizontally mounted, in-line, close-coupled centrifugal pumps.
 - 3.) Vertically mounted, in-line, close-coupled centrifugal pumps.
 - 4.) Comply with requirements for flexible connectors specified in Division 22 Section "Domestic Water Piping".

- b. Install shutoff valve and strainer on suction side of each pump, and check, shutoff, and throttling valves on discharge side of each pump. Install valves same size as connected piping. Comply with requirements for valves specified in Division 22 Section "General-duty Valves For Plumbing Piping" and comply with requirements for strainers specified in Division 22 Section "Domestic Water Piping Specialties".
 - c. Install pressure gage and snubber, **as directed**, at suction of each pump and pressure gage and snubber, **as directed**, at discharge of each pump. Install at integral pressure-gage tappings where provided or install pressure-gage connectors in suction and discharge piping around pumps. Comply with requirements for pressure gages and snubbers specified in Division 22 Section "Meters And Gages For Plumbing Piping".
4. Comply with Division 22 for electrical connections, and wiring methods.
 5. Connect pressure switches, thermostats, time-delay relays, and timers to pumps that they control.
 6. Interlock pump between water heater and hot-water storage tank with water heater burner and time-delay relay.

D. Identification

1. Comply with requirements for identification specified in Division 22 Section "Identification For Plumbing Piping And Equipment" for identification of pumps.

E. Startup Service

1. Engage a factory-authorized service representative to perform **OR** Perform, **as directed**, startup service.
 - a. Complete installation and startup checks according to manufacturer's written instructions.
 - b. Check piping connections for tightness.
 - c. Clean strainers on suction piping.
 - d. Set pressure switches, thermostats, timers, and time-delay relays for automatic starting and stopping operation of pumps.
 - e. Perform the following startup checks for each pump before starting:
 - 1) Verify bearing lubrication.
 - 2) Verify that pump is free to rotate by hand and that pump for handling hot liquid is free to rotate with pump hot and cold. If pump is bound or drags, do not operate until cause of trouble is determined and corrected.
 - 3) Verify that pump is rotating in the correct direction.
 - f. Prime pump by opening suction valves and closing drains and prepare pump for operation.
 - g. Start motor.
 - h. Open discharge valve slowly.
 - i. Adjust temperature settings on thermostats.
 - j. Adjust timer settings.

F. Adjusting

1. Adjust domestic water pumps to function smoothly and lubricate as recommended by manufacturer.
2. Adjust initial temperature set points.
3. Set field-adjustable switches and circuit-breaker trip ranges as indicated.

END OF SECTION 22 11 23 13

Section 3128B Filters (All Types)

3128B.1 General requirements. All filters, regardless of type, shall be designed and constructed according to the applicable requirements established by the NSF/ANSI 50-2012 performance standard effective September 2012.

3128B.2 Installation. Each filter vessel shall be installed, piped and provided with valves so that it can be isolated from the recirculation system for repairs and backwashing.

Section 3132B Cartridge Filters

In addition to the requirements for all filters as indicated in Section 3128B, the following apply to cartridge filters.

3132B.1 The filtration rate shall not exceed 0.375 gallons per minute per square foot of filter area.

3132B.2 The filter vessel shall be capable of being drained and shall be equipped with an indirect drain for the purpose of draining the entire contents of the filter vessel. Drainage and backwash piping shall be considered indirect waste and installed in accordance with the requirements of Chapter 8 of the California Plumbing Code.

End of Section

MAP OF MRCA HOLIDAY CAMP

CAPTAIN'S
OFFICE

MRCA

GUEST PARKING

ENTRANCE TO
HOLIDAY
CAMP.

BLUE DUDE
COMMUNITY

Blu Dude Mobile Home

LAS VIRGENES CANYON ROAD
Las Virgenes Canyon Rd