DISTRICT WAREHOUSE LIGHTING UPGRADE PROJECT

CONTRACT DOCUMENTS

MARCH 2020

Truckee Donner Public Utility District
11570 Donner Pass Road
Truckee, California  96161
(530) 587-3896
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Specification Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Title Page</td>
</tr>
<tr>
<td></td>
<td>Table of Contents</td>
</tr>
</tbody>
</table>

## DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS OF THE CONTRACT

<table>
<thead>
<tr>
<th>Specification Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>00030</td>
<td>Notice to Bidders</td>
</tr>
<tr>
<td>00100</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>00300</td>
<td>Bid Forms</td>
</tr>
<tr>
<td>00310</td>
<td>Measurement and Payment</td>
</tr>
<tr>
<td>00350</td>
<td>Debarment Certification</td>
</tr>
<tr>
<td>00435</td>
<td>Bid Bond</td>
</tr>
<tr>
<td>00500</td>
<td>Agreement</td>
</tr>
<tr>
<td>00600</td>
<td>Performance Bond</td>
</tr>
<tr>
<td>00610</td>
<td>Payment Bond</td>
</tr>
<tr>
<td>00800</td>
<td>Special Provisions</td>
</tr>
<tr>
<td>01010</td>
<td>Summary of Work</td>
</tr>
<tr>
<td>01300</td>
<td>Contractor Submittals</td>
</tr>
<tr>
<td>01310</td>
<td>Construction Progress Schedule</td>
</tr>
<tr>
<td>01520</td>
<td>Security</td>
</tr>
<tr>
<td>01600</td>
<td>Products Materials Equipment &amp; Substitutions</td>
</tr>
</tbody>
</table>

## CA BUILDING ENERGY EFFICIENCY STANDARDS – 2016 NONRESIDENTIAL COMPLIANCE FOR INDOOR LIGHTING

WAREHOUSE LIGHTING DESIGN DRAWINGS

---

ISSUED FOR BIDS
DISTRICT WAREHOUSE LIGHTING UPGRADE PROJECT
DIVISION 0

BIDDING REQUIREMENTS
SECTION 00030 - NOTICE TO BIDDERS

Notice is hereby given that the Board of Directors of Truckee Donner Public Utility District, Nevada County, California, herein referred to as the "DISTRICT," will receive sealed proposals at the District office, 11570 Donner Pass Road, Truckee, California 96161 until 1:00 p.m., March 23, 2020, at which time they shall be opened and publicly read for construction of:

District Warehouse Lighting Upgrade Project

The WORK of this Contract comprises of upgrading lighting in District warehouse consisting of the following but is not all inclusive. The full scope of work can be found in the drawings:

- All labor, materials, equipment, services and related accessories, etc. necessary and required to complete all work as shown or inferred on the drawings and in the specifications.
- Provide fixed electrical, except where specifically noted otherwise.
- Provide equipment and/or wiring normally furnished or required for complete electrical systems but not specifically specified on the drawings and/or in specifications, as though specified by both.
- All equipment of wiring shall be new, except where specifically shown or specified otherwise.

In accordance with the provisions of Section 1770, 1771, 1772, 1773.2 and 1774 of the Labor Code, the DISTRICT has determined the general prevailing rates of wages applicable to the WORK to be done. These rates are set forth in a schedule located at the DISTRICT office; said schedule is available to any interested party on request. The CONTRACTOR shall post a copy at the job site.

In accordance with the provisions of SB 854, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Each bid must conform to the requirements of the Contract Documents, all of which may be examined at the offices of the DISTRICT: 11570 Donner Pass Road, Truckee, California, 96161. Copies of the Contract Documents may be obtained on the following basis:

The contract documents for this Project, including the construction contract, instructions to bidders, bid forms, and plans, may be examined at the District’s office, with prior notice to the District’s representative, located at 11570 Donner Pass Road, Truckee, California 96161. An electronic copy of the contract documents may be obtained upon request free of charge on the District’s website www.tdpud.org or by contacting the District office at (530) 582-3956 or saraowens@tdpud.org.

The Bidder’s attention is directed to the Instructions to Bidders for complete instructions regarding submission of a bid.
No bid will be considered unless it is made on the form provided and accompanied by Certified Check, Cashier's Check, or Bidder's Bond for 10 percent of the amount of the bid, made payable to the DISTRICT. The above-mentioned check or bid bond shall be given as a guarantee that the bidder executes the Contract, if it be awarded to him, in conformity with the Contract Documents.

Within 15 days after notification of the Award of the Contract, the successful bidder or bidders will be required to furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price. Said bond shall be secured from a Surety Company satisfactory to the DISTRICT.

The CONTRACTOR may, pursuant to and in conformity with Public Contract Code Section 22300, substitute eligible securities for any monies withheld by the DISTRICT to ensure performance under the Contract.

The CONTRACTOR shall, at the time the bid is awarded and throughout the term of the Contract, hold and maintain in force the following type of California Contractor's licenses: C10 – Electrical Contractor or B - General Building Contractor. The District is also seeking commercial construction experience.

The DISTRICT reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bidding.

- END OF SECTION -
SECTION 00100 – INSTRUCTIONS TO BIDDERS

1. NOTICE TO BIDDERS
Truckee Donner Public Utility District, hereinafter referred to as "DISTRICT," advises that sealed bids subject to the conditions contained herein, will be received at the DISTRICT office until 1:00 p.m., Monday, March 23, 2020 and then publicly opened for:

   District Warehouse Lighting Upgrade Project

2. BID FORM
Bidders may use the Proposal forms bound in these documents as Section 00300 – Bid Forms, or may use the separate package of proposal forms provided for this purpose. Each Bid must contain pages 00300-1 through 00300-6, 00350-1, and an acceptable bid security. The form of Bid Bond provided in Section 00435 may be used, or the bidder may use another form of conventional bid security as described in Article 5 of this Section. It is not necessary to submit the entire set of Contract Documents with the Bid.

3. MANNER OF SUBMITTING BIDS
Prior to submitting bids, bidders must make sure that:

(a) The proposal is complete and signed.

(b) The bid security in the proper amount is attached to the bid package.

(c) The bid schedule is complete and the totals are correct.

(d) The Bidder has familiarized himself with all applicable laws and regulations.

When submitting a bid, place the complete bid document in a sealed envelope, mark the envelope “Sealed Bid” and either mail or hand deliver the bid to the address shown.

Bid documents shall be submitted in hard copy. Bid packages submitted in electronic form shall not be accepted.

4. EXAMINATION OF CONDITIONS
Bidders shall satisfy themselves as to the conditions by personal examination of the Drawings, specifications and site of the proposed improvements and by other examinations and investigations that they may wish to make as to the nature of the work and the difficulties encountered. Bidders may contact the DISTRICT in order to arrange site inspection or may inspect the site without DISTRICT assistance.

Submitting of a bid shall constitute affirmation by the bidder that he has complied with the following:

(a) Carefully examined the Contract Documents.

(b) Visited the site of the WORK.

(c) Included in the proposal sum amounts sufficient to cover all items required by the Contract Documents and any applicable permits.

The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other documents shall in no way relieve any bidder from any obligation with respect to his proposal or the contract.
5. **SECURITY**
Each Bid shall be accompanied by a certified or cashier’s check payable to the order of the Truckee Donner Public Utility District, for a sum not less than 10 percent of the amount of the bid, or accompanied by a Bid Bond on the form attached or other acceptable form in an amount not less than 10 percent of the amount of the bid provided by a surety licensed to do business in the State of California and appearing on Treasury Department Circular 570, as amended, conditioned that the bidder will pay the DISTRICT as liquidated damages the amount specified in the bond unless he enters into a contract in accordance with his Bid and furnishes the insurance certificate, and payment and performance bond herein mentioned, within fifteen (15) days from the date at which he is notified that he is the successful bidder.

6. **DISTRICT’S RIGHT TO REJECT BIDS**
The DISTRICT reserves the unqualified right in its sole and absolute discretion to reject any and all Bids, and to accept the Bid or Bids which, in its sole and absolute judgment, will, under all circumstances, best serve the interests of the DISTRICT.

7. **CONTRACT**
The Contract includes the Notice to Contractors, Instructions to Bidders, Proposal and Bidding Documents, Agreement, Performance and Payment Bond, Special Provisions, Change Orders, Field Orders, Drawings and Addenda.

The Contract, when executed, shall be deemed to include the entire agreement between the parties thereto, and the CONTRACTOR shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the DISTRICT or by any other person.

8. **AWARD OF CONTRACT**
A contract will not be awarded until the DISTRICT is satisfied that the successful bidder is reasonably familiar with the class of work and has the necessary capital, tools and experience to satisfactorily perform same. Completion of the WORK within the time stated is essential, and prior commitments of the bidder, failure to complete other work on time or reasonable doubt as to whether the bidder would complete the WORK on time, may be cause for rejection of any bid.

9. **BIDDER QUALIFICATIONS**
Bids will be received from qualified bidders only. By submitting a bid, bidder warrants that he has:

(a) Adequate financial resources to accomplish work required.

(b) Adequate equipment to accomplish work required.

(c) Personnel with sufficient experience to accomplish work required.

(d) Sufficient experience in the type of work proposed.

(e) Not violated public works laws as set forth in Labor Code Section 1777.7 related to apprentice/journeyman ratio.

(f) The appropriate contractor’s license for the work to be performed (P.C.C. §3300), which the DISTRICT has determined to include: C10 – Electrical Contractor or B - General Building Contractor, commercial construction experience required.
(g) No pending claims regarding performance, failure to deliver, labor violations, etc.

(h) Ability to provide proof of Workers’ Compensation, public liability and property damage insurance.

10. PROPOSAL MODIFICATIONS
Proposals may be modified up until the time of bid opening. Modifications must be in writing and may be sent via written letter only. Modifications received via telephone, facsimile machine, telegraph or electronic mail will not be allowed.

11. PROPOSAL WITHDRAWAL
Proposals may be withdrawn any time prior to the time set for bid opening. Once proposals are opened, they may not be withdrawn until expiration of the proposal. All proposals shall be deemed a firm offer for not less than forty-five (45) days after the date of the bid opening.

12. POSTPONEMENT OF OPENING
The DISTRICT reserves the right to postpone the time and date of bid opening as the DISTRICT deems necessary. Such postponement will be conveyed to all bidders by written or facsimile notice which will state the new opening time and date.

13. INTERPRETATION OR CORRECTION OF CONTRACT
The bidder shall promptly notify the DISTRICT of any ambiguity, inconsistency, or error which he may discover in the Contract, or, if applicable, the site or local conditions.

If the bidder requires clarification or interpretation of the Contract, he shall make a written request to reach the DISTRICT at least seven (7) days prior to the scheduled bid opening.

Any interpretations, corrections, or changes to the Contract prior to the bid opening shall be made by addenda issued to all bidders. Each bidder shall acknowledge receipt of each addendum on Page 00300-2 of the Bid Forms.

Interpretations, corrections, or changes of the Contract prior to bid opening made in any other manner than as described above will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

14. ENVIRONMENTAL PROVISIONS
It shall be the duty of the CONTRACTOR to familiarize himself with, and to comply with applicable environmental laws in this project.

15. RELEVANT PUBLIC WORKS REQUIREMENTS
It shall be the duty of the CONTRACTOR to familiarize himself with, and to comply with applicable public works requirements. The public works requirements include:

(a) The appropriate number of apprentices are on the job site, as set forth in Labor Code Section 1777.5.

(b) Workers Compensation coverage, as set forth in Labor Code Section 1860 and 1861.

(c) Maintaining accurate records of the work performed on the public works project as set forth in Labor Code Section 1812.

(d) Penalties and compensation associated with work more than 8 hours in any calendar day and 40 hours in any one calendar week pursuant to Labor Code Sections 1813 and 1815.
(e) Inspection of payroll records pursuant to Labor Code Section 1776.

(f) Registration in Department of Industrial Relations Public Works Contractors Registration Program pursuant to SB 854 (Stat. 2014, chapter 28).

16. SOURCE OF FUNDS AND LIMITATION OF DAMAGES
The CONTRACTOR is hereby informed that funds for this project are limited and are public funds. The District's decision to proceed with this project and to award a contract to the CONTRACTOR is dependent upon the CONTRACTOR's agreement to limit all claims for payments by the District to the unit prices or lump sum bids proposed herein. Further, in the event the CONTRACTOR is awarded the contract for the WORK stated herein and a dispute arises between the CONTRACTOR and the DISTRICT regarding unreasonable delays, claims for extra compensation, or any of the provisions of the contract, the CONTRACTOR agrees to limit the total of all claims against the DISTRICT for this project, including any damages, to the total funds appropriated by the DISTRICT for this project.

17. METHOD OF AWARD OF CONTRACT
Bidders must bid all of the items on the Bid Schedule. The DISTRICT intends to award one contract for the construction described in the Bid Schedule. Awards, if any, will be made at the DISTRICT's discretion to the lowest responsive and responsible Bid complying with the requirements of the Contract Documents. The lowest Bid will be determined by the DISTRICT, based on the “Total Amount of Bid” given on the bottom of the Bid Schedule Summary Table on Page 00300 of the Bid Forms.

In the event that the product of a unit and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

18. IDENTIFICATION OF SUBCONTRACTORS
In accordance with Section 4104 of the California Public Contract Code, each bidder, in his bid, shall set forth: (1) the name and location of the place of business of each subcontractor who will perform work or labor, or render services to the CONTRACTOR in or about the construction of the WORK, or improvement, in an amount in excess of one-half of 1 percent of the CONTRACTOR's total bid; and (2) the portion of the WORK which will be done by each such subcontractor. In accordance with Section 4107 of the California Public Contract Code, no contractor whose bid is accepted shall without consent of the District either: (1) substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or (2) permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or (3) sublet or subcontract any portion of the WORK in excess of one-half of 1 percent of the CONTRACTOR's total bid as to which his original bid did not designate a subcontractor. Penalties for failure to comply with the foregoing sections of the California Public Contract Code are set forth in Sections 4106, 4110, and 4111 of the Public Contract Code.

19. TIME OF COMPLETION
Pursuant to the provisions of Article 5 of the Agreement, Substantial Completion of the WORK must be achieved by June 30, 2020 and Final Completion must be achieved by July 15, 2020. It is anticipated that the Notice of Award will be issued on or about April 2nd, 2020. The requirements necessary to achieve Substantial Completion are defined in Section 00800 – Special Provisions.
20. INTERPRETATIONS AND ADDENDA
   All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted to the DISTRICT in writing. Questions may be sent via fax to (530) 587-1189. Interpretations or clarifications considered necessary by the DISTRICT in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the DISTRICT as having received the Bidding Documents. Questions received less than 5 days prior to the date for opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

21. PRE-BID CONFERENCE
   A prebid conference will be held at 1:00 p.m. on Thursday, March 12, 2020 in the DISTRICT’s Front Conference Room at 11570 Donner Pass Road, Truckee, California, 96161.

   Attendance at the prebid conference is MANDATORY. Representatives of the DISTRICT will be present to discuss the Project. In response to questions arising at the conference, the DISTRICT will issue Addenda as the DISTRICT considers necessary.

   A site visit will be included in the conference. Bidders shall furnish their own transportation to and from the DISTRICT office. Following the site visit, the prebid conference will reconvene at the Board Room for questions and follow-up discussion.

- END OF SECTION -
TO: TRUCKEE DONNER PUBLIC UTILITY DISTRICT
    11570 Donner Pass Road
    Truckee, California  96161

In compliance with your Notice to Contractors, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid be accepted within 45 calendar days from the date of the opening, to furnish the labor and equipment upon which prices are quoted, at the price set opposite each item.

Date:______________________________

Bidder:______________________________

By:______________________________
    (Signature of person authorized to sign this bid)

Title:______________________________

Address:______________________________

________________________________________

Phone:______________________________    Fax:______________

Contractor’s License No.:______________________________

Contractor’s License Expiration Date:______________

Contractor’s License number and expiration date stated herein are made under penalty of perjury.

Seal, if bid by corporation
I acknowledge receipt of the following addenda:

No. 1: __________________________ signed __________________ dated

No. 2: __________________________ signed __________________ dated

No. 3: __________________________ signed __________________ dated

No. 4: __________________________ signed __________________ dated

No. 5: __________________________ signed __________________ dated

No. 6: __________________________ signed __________________ dated

No. 7: __________________________ signed __________________ dated

No. 8: __________________________ signed __________________ dated

No. 9: __________________________ signed __________________ dated

No. 10:__________________________ signed __________________ dated
BID SCHEDULE

DISTRICT WAREHOUSE LIGHTING UPGRADE PROJECT

UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

All applicable sales taxes, State and/or Federal, and any other special taxes, patent rights, or royalties shall be included in the prices quoted in this bid.

DESCRIPTION OF WORK

The CONTRACTOR shall furnish and install all equipment, material, products and all other items necessary to complete all work as shown or inferred on the drawings and in the specifications.

TOTAL - BID $ ___________________
By signing the Proposal on Page 00300-1, Bidder warrants the following:

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].
NAME AND ADDRESS OF SUBCONTRACTORS

Following is the name and location of the mill, shop or office of each subcontractor who will perform work or labor or render services to the above-signed bidder, and the type of work performed.

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF SUBCONTRACTOR</th>
<th>TYPE OF SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXPERIENCE STATEMENT

Following is a list of the bidder’s qualifications and experience pursuant to the requirements of Article 9 of Section 00100 - Instructions to Bidders.

________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________________
SECTION 00310 - MEASUREMENT AND PAYMENT

PART 1 -- GENERAL

1.1 SCOPE

A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefor shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

1.2 MOBILIZATION

A. No measurement shall be made for this item. The CONTRACTOR will be compensated for all mobilization and job set-up costs based on the lump sum price provided in the Bid Schedule.

B. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items at the project site.

C. The CONTRACTOR shall maintain on the project site a suitable office or other protected area in which shall be kept copies of Contract Documents, project progress records, etc., which shall be accessible to the DISTRICT during normal working hours.

- END OF SECTION -
SECTION 00350 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Bidder certifies to the best of its knowledge and belief that it, and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any State or local government entity;

(3) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) or (2) of this certification; and

(5) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

___________________________________________________________
Typed Name & Title of Authorized Representative

___________________________________________________________
Signature of Authorized Representative                                         Date

I am unable to certify to the above statements. My explanation is attached. □

- END OF SECTION -
SECTION 00435 – BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ____________________________

_______________________________________________________
as Principal, and ____________________________
as Surety, are hereby held and firmly bound unto ____________________________

_______________________________________________________
as OWNER in the penal sum of ____________________________,

for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this ____________________________ day of ____________________________, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to ____________________________,

a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for

the ____________________________,

NOW, THEREFORE;

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said Contract and for the payment of all persons performing labor and/or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the DISTRICT may accept such BID; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

___________________________________________
Principal

___________________________________________
Surety

By:________________________________________

*IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.
SECTION 00500 – AGREEMENT

DISTRICT WAREHOUSE LIGHTING UPGRADE PROJECT

This Agreement is entered into as of the_________ day of ________________ 2020, by and between the Truckee Donner Public Utility District, a local public agency of the State of California (the “DISTRICT”) and

("CONTRACTOR"). The parties hereto agree as follows:

1. DESCRIPTION OF WORK
   A. The CONTRACTOR agrees, for the consideration and under the terms and conditions hereinafter set forth, to furnish and transport all necessary labor, materials, tools, implements, and appliances required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county and town ordinances, rules, and regulations, work hereafter referred to as the “DISTRICT WAREHOUSE LIGHTING UPGRADE PROJECT,” consisting of all labor, materials, equipment, services and related accessories, etc. necessary and required to complete all work as shown or inferred on the drawings and in the specifications, hereafter referred to as the "Project", which is described in the Notice to Contractors, and in the Drawings and Specifications, all of which are attached hereto and incorporated herein by reference. The amount of the contract is:
   $__________________.

   B. The provisions of Section 1775 of the California Labor Code regarding penalty assessment shall be complied with.

   C. It shall be the CONTRACTOR's responsibility to comply with Section 1776 of the California Labor Code related to payroll records.

   D. It shall be the CONTRACTOR's responsibility to comply with Section 1777.5 of the California Labor Code related to employment of apprentices and the ratio of apprentices to journeymen.

   E. It shall be the CONTRACTOR's responsibility to comply with all sections of the California Labor Code.

   F. The Project shall be accomplished according to the Drawings and Special Provisions attached hereto and incorporated herein by reference, which documents, together with this Agreement, shall be known as the Contract Documents. All of said Drawings and Special Provisions may be amended from time to time.

   G. The DISTRICT shall pay permit fees associated with permits obtained by the DISTRICT. The CONTRACTOR shall obtain any other required permits and shall pay any appropriate fees and any similar charges required by public agencies in connection with
obtaining those permits. The CONTRACTOR is referred to Specification Section 01450 for more information regarding permits.

2. CONTRACT PRICE

The DISTRICT shall pay CONTRACTOR for such labor and materials, the amount to be determined based upon the prices set forth in CONTRACTOR's bid, hereinafter called "Contract Price" as follows:

The DISTRICT agrees to make progress payments to CONTRACTOR on or about the twenty-fifth, (25th) day of each month in an amount equal to ninety five percent (95%) of the portion of the Contract Price allocable to labor, materials and equipment incorporated into the Project, less the aggregate of previous payments. Requests for payment must be submitted to the DISTRICT by the 5th day of each month for verification and approval by the DISTRICT.

Upon completion of the Project, the remaining five percent (5%) of the Contract Price will be paid after the Project is inspected and accepted by the DISTRICT, a Notice of Completion is recorded, and the property is free of all possible liens related to the CONTRACTOR's performance.

The CONTRACTOR may, pursuant to and in conformity with Public Contract Code Section 22300, substitute eligible securities for any monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the CONTRACTOR. Upon satisfactory completion of this Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment under this section shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the DISTRICT. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. All provisions of Public Contract Code Section 22300 are incorporated herein.

3. DISCHARGE OF STOP NOTICE CLAIMS

If at any time during the progress of the WORK or before the final payment is made, any lien or claim is filed, or notification to withhold money for labor or materials furnished by or through the CONTRACTOR under this Agreement is served on the DISTRICT, the DISTRICT shall have the right to withhold from any payment due the CONTRACTOR, an amount equal to one and one-quarter (1¼) times the amount of any or all such liens or claims. If the CONTRACTOR has not settled the liens or claims by the date of completion of the Project, the DISTRICT shall have the right, but shall not be obliged, to discharge any and all such liens or claims out of the withheld money.

4. EXTRA WORK

If at any time or times during the progress of the Project, the DISTRICT desires to make any additions to, alterations of, deviations from, or omissions from the Project, it may do so and the same shall in no way affect or make void this Agreement, but no such additions, alterations, deviations, or omissions shall be made except on the DISTRICT’s written request. Any such alterations, deviations or omissions that decrease the cost of the Project shall be evaluated on a lump-sum basis and this amount shall be deducted from the Contract Price. Any such additions, alterations, or deviations that increase the cost of the
Project shall at the DISTRICT’s option be evaluated (1) on a lump-sum basis, the amount thereof to be agreed on in writing before the initiation of such addition, alteration, or deviation, or (2) on the basis of the CONTRACTOR's actual out-of-pocket expenses plus ten percent (10%). This extra work shall be held to be completed when the entire Project is finished in accordance with the original Drawings and Specifications as amended by such changes, whatever may be their nature or extent. If the CONTRACTOR claims that any instructions involve extra costs under this Contract, he shall give the DISTRICT written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. No such claim shall be valid unless so made.

5. **TIME FOR COMMENCEMENT AND COMPLETION**

The CONTRACTOR agrees to commence work no earlier than April 15, 2020, and agrees to carry out the Project at all times with the greatest possible dispatch and to complete the WORK under this Agreement, as may be amended, no later than July 15, 2020. The CONTRACTOR is referred to Section 00800 - Special Provisions for intermediate milestones. The CONTRACTOR agrees that the time specified for commencement and completion is reasonably calculated to include any potential delay resulting from weather conditions, however the time for completion may be extended due to extraordinary weather conditions.

6. **CHARGES AND LIENS**

The CONTRACTOR shall pay all charges incurred by him for labor and materials used in the Project as they become due. Should the CONTRACTOR fail to pay any such charge, or fail to furnish the DISTRICT with proper indemnity, either by satisfactory corporate surety bond or satisfactory title policy, the DISTRICT may pay the same on behalf of the CONTRACTOR and shall be reimbursed by the CONTRACTOR for such payment on request, or the DISTRICT may withhold the amount of such payment, plus any attorney fees and costs, from any payment due the CONTRACTOR. The DISTRICT, however, shall not be entitled by means of assignments or otherwise to collect from the CONTRACTOR any greater amount under this Section than the amount actually paid by the DISTRICT (including attorneys’ fees and costs) in reasonable settlement or discharge of any such charge for labor and materials.

7. **INDEMNITY AGREEMENT**

The CONTRACTOR shall defend, indemnify and save harmless the DISTRICT and its agents and servants, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, or every kind and nature whatsoever, for, but not limited to, injury to or death of the DISTRICT or its agents or servants, or any employee of the DISTRICT, CONTRACTOR, or subcontractor, or any other person, and damages to or destruction of property of the DISTRICT or any other person, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, however caused, regardless of any negligence of the DISTRICT or its agents or servants, be it active or passive, except the sole negligence or willful misconduct of the DISTRICT or its agents or servants. Said indemnification shall include the defense of any actions or other legal proceedings and reimbursement of attorneys’ fees and other legal expenses incurred by the DISTRICT and shall include any and all penalties imposed upon the DISTRICT on account of the violation of any law or regulation by the CONTRACTOR.

8. **INSURANCE**
A. Before commencement of any work under this Agreement, the CONTRACTOR shall take out and thereafter during the life of this Agreement maintain in full force and effect an insurance policy written upon a form and by a company which meets with the approval of the DISTRICT, insuring the DISTRICT, its officers, agents and employees against loss or liability which may arise during the WORK on the Project, or which may result from any of the WORK herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of $5,000,000 for general liability including property damage, bodily injury, and advertising injuries per occurrence. Said policy shall be written in favor of the CONTRACTOR and all subcontractors and also in favor of the DISTRICT, its officers, agents, and employees, and shall be maintained in full force and effect until the Project is unconditionally accepted by the DISTRICT. This insurance policy shall state by its terms that it shall not be canceled without thirty (30) days written notice thereto having been given to the DISTRICT.

B. Before commencement of any WORK under this Agreement, the CONTRACTOR shall take out and thereafter during the life of this Agreement, maintain in full force and effect compensation insurance covering the CONTRACTOR's full liability for compensation to any person or persons who are or may be engaged in the execution of the WORK done under this Agreement, and to the dependents of such person or persons in compliance with all Worker's Compensation Insurance and Safety Laws of the State of California (California Labor Code Sections 3700 and following) and amendments thereto. In case of any work sublet, CONTRACTOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance.

C. Written proof of compliance with these requirements (A) and (B) shall be filed with and approved by the DISTRICT within fifteen (15) days of the date of Notice of Award of the contract and before commencement of the Project. The CONTRACTOR shall pay any and all deductibles required by these insurance policies.

9. PERFORMANCE AND PAYMENT BOND
The CONTRACTOR, at his own cost and expense, shall procure and maintain during the term of this Agreement, surety bonds in a form satisfactory to the DISTRICT, in a sum not less than one hundred percent of the Contract Price, to guarantee faithful performance of all of the CONTRACTOR's obligations as set forth herein, and to secure payment to its subcontractors, and all other persons performing labor or providing material, including the rental of equipment, relating to the Project as provided herein. The surety from whom the bond is obtained must appear on Treasury Department Circular 570, as amended. Additionally, the surety bond shall remain in effect for a period of one year after acceptance and provide coverage against any defects or failures in the Project which may develop during that time.

10. COURSE OF CONSTRUCTION INSURANCE POLICY
The CONTRACTOR shall procure and maintain a Course of Construction Insurance policy for the amount of the renovation insuring against damage to covered property caused by or resulting from any Covered Cause of Loss if not covered by other insurance; Additions under construction; Alterations and repairs to building or structures; and Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.
Any work done by the CONTRACTOR in rebuilding or restoring the Project shall be paid for by the DISTRICT as “extra work” as provided herein, but only if there is sufficient insurance coverage. If, however, the estimated cost of replacement of WORK already accomplished by the CONTRACTOR exceeds twenty percent (20%) of the contract price, the DISTRICT shall have the option to cancel this Agreement, and in that event, the CONTRACTOR shall be paid the reasonable cost, including a net profit to the CONTRACTOR in the amount of ten percent (10%), of all work performed by the CONTRACTOR before cancellation, but only if there is sufficient insurance coverage. The CONTRACTOR shall pay any and all deductibles required under said insurance policy.

11. TERMINATION OF CONTRACT/DAMAGES

A. The occurrence of any of the following events shall constitute a Default by the CONTRACTOR of the terms of this Agreement:

1. The CONTRACTOR makes an assignment for benefit of creditors, admits inability to pay debts, files a petition for bankruptcy, or is otherwise determined bankrupt or insolvent; or

2. The CONTRACTOR at any time during the progress of the Project refuses or neglects to supply sufficient materials or workmen to complete the Project for a period of more than seven (7) days after having been notified by the DISTRICT to furnish them, or the CONTRACTOR at any time during the progress of the work refuses or fails to make prompt payment to subcontractors, laborers or materialmen for labor performed on or materials furnished to the Project for a period of more than seven (7) days after having been notified by the DISTRICT to make said payments; or

3. The CONTRACTOR violates or allows the violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any government agency applicable to the Project, and does not cure the violation within 10 days of the date of the notice demanding the cure; or

4. The CONTRACTOR fails to provide written assurances of contract performance within 10 days of a request for such assurances from the DISTRICT, or the CONTRACTOR fails to provide a written plan to remedy any failures to perform the terms of this Agreement within 10 days of a request for such plan from DISTRICT.

B. Upon occurrence of any Default by CONTRACTOR, the DISTRICT may terminate this Agreement and contract for completion of the Work or complete the Work itself and make good any deficiencies and may deduct the costs thereof, including all expenses and attorneys’ fees, from the payment then or thereafter due to the CONTRACTOR. On completion of said Project by the DISTRICT or the DISTRICT’s agent, if the unpaid balance of the Contract Price exceeds the actual expenses, including attorneys’ fees, incurred by the DISTRICT in completing the Project, such excess shall be promptly paid by the DISTRICT to The CONTRACTOR. If, however, on completion of the Project by the DISTRICT or the DISTRICT’S agents, the expenses, including attorneys’ fees, incurred by the DISTRICT in completing the Project exceed the unpaid balance of the Contract Price, such excess shall be promptly paid by the CONTRACTOR to the DISTRICT. Additionally, upon Default under this Agreement by the CONTRACTOR, the DISTRICT may recover from the CONTRACTOR all damages allowed by law.
C. Should the DISTRICT fail to pay the CONTRACTOR within seven (7) days after payment becomes due as provided herein any amount payable by the DISTRICT to the CONTRACTOR pursuant to this Agreement, the CONTRACTOR may, following seven (7) days written notice thereof to the DISTRICT, terminate the services under this Agreement until all past-due payments have been received by the CONTRACTOR or are set aside in an escrow; and, additionally, the CONTRACTOR may recover from the DISTRICT all damages allowed by law.

12. UNAVOIDABLE DELAYS AND DEFAULTS
Either party, the CONTRACTOR or the DISTRICT, shall be excused for any delays or defaults by it in the performance of this Agreement unavoidably caused by the act of the other, or the agents or subcontractors or suppliers of the other, and the CONTRACTOR shall be excused for any delays or defaults caused by Acts of God that the CONTRACTOR could not have reasonably foreseen and provided for, excluding weather conditions, by strikes, by walk-outs, by civil disorders, by boycotts, or by failure to obtain the necessary materials due to governmental acts, restrictions or regulations, and the time for completion of the Project shall be extended thereby.

13. NOTICE OF COMPLETION
The DISTRICT shall sign and file for record within five (5) days after the completion of the Project according to the Plans and Specifications, and after a final inspection by the DISTRICT and after approval of the Project as fully completed by the DISTRICT, a Notice of Completion. The recording of said Notice of Completion shall not be a waiver of any rights which the DISTRICT may have against the CONTRACTOR.

14. EMPLOYMENT/NON-DISCRIMINATION
The CONTRACTOR shall comply strictly with all applicable federal, state, and local requirements relating to the establishment of non-discriminatory practices in hiring and employment. During the performance of this Agreement, the CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, sex, age, physical or mental disability, medical condition, marital status, or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, sex, age, physical handicap, mental disability, medical condition, marital status, or sexual orientation. The CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

The CONTRACTOR and its subcontractors shall comply with the provisions of the Civil Rights Act of 1964 (42 United States Code, Section 1983), Executive Orders 11246, 11375 and 11478, the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (California Government Code, Sections 11135-11139.5).

The 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.

The CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
15. GUARANTEE
   The CONTRACTOR guarantees that all equipment, materials, supplies, and work furnished on the Project will be free from faulty materials and workmanship and guarantees same against defects in products and workmanship.

16. LAWS AND REGULATIONS
   The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations relating to the Project. If the CONTRACTOR observes that the Plans and Specifications are at variance therewith, he shall promptly notify the DISTRICT in writing, and any necessary changes shall be adjusted as provided in the Agreement for changes in the work. If the CONTRACTOR performs any work contrary to such laws, ordinances, rules and regulations, and without written notice to the DISTRICT, he shall bear all costs arising therefrom and shall not be paid by the DISTRICT for performing such work.

17. CUSTOMER RELATIONS
   The CONTRACTOR agrees that its personnel and equipment shall at all times present a neat appearance; all work shall be done, all contacts with customers and all complaints handled with due regard for the DISTRICT's public relations. The CONTRACTOR agrees that complaints of any nature received from the public or from public authorities shall receive immediate attention. All complaints and any action taken by CONTRACTOR with respect to such complaints shall be reported to the DISTRICT.

18. NOTICES
   Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, five (5) days after deposited in the United States mail, first-class postage paid, addressed to the DISTRICT at 11570 Donner Pass Road, Truckee, California 96161, or to the CONTRACTOR at: __________________________________________________________

   Either party, the DISTRICT or the CONTRACTOR, may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

19. ATTORNEYS', EXPERTS' AND CONSULTANTS' FEES
   In the event of any litigation concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, experts' fees, and consultants' fees, and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein.

20. CAPTIONS
   The captions and headings of the different sections of this Agreement are inserted for convenience of reference only, and are not to be taken as part of this Agreement or to control or affect the meaning, construction, or effect of the same.
21. NECESSARY ACTS
Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

22. ASSIGNMENT
Neither party may assign this Agreement, or payments due under the Agreement, without the written consent of the other party.

23. GOVERNING LAW
This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

24. FORUM
Any litigation to enforce or interpret the provisions of this Agreement or the parties’ rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Nevada, State of California.

25. SOLE AND ONLY AGREEMENT
This Agreement, including any exhibits attached hereto, constitutes the sole and only Agreement of the parties hereto relating to the Project and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

26. DISTRICT POWERS
Nothing herein contained shall be deemed to limit, restrict or modify any right, duty or obligation given, granted, or imposed upon the DISTRICT by the laws of the State of California now in effect, or hereafter adopted, nor to limit or restrict the power or authority of the DISTRICT.

27. SEVERABILITY
In the event that any part or provision of this Agreement is found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions of this Agreement.

28. CONTRACTOR'S WAIVER
The CONTRACTOR agrees to waive the provisions of California Civil Code Section 2819 with respect to the CONTRACTOR and any surety engaged by the CONTRACTOR to provide a performance, payment, or maintenance bond pursuant to the terms of this Agreement.

29. CLAIM BY CONTRACTOR
Any claim brought by the CONTRACTOR in an amount of $375,000 or less which arises out of the terms of this Agreement shall be filed and thereafter adjudicated pursuant to California Public Contract Code Sections 20104-20104.6 which provide for the filing of a written claim, consideration of the claim by the DISTRICT, an opportunity to meet and confer, and the possibility of judicially-ordered mediation and/or arbitration. The CONTRACTOR is advised that Public Contract Code Sections 20104-20104.6 contain strict time limits and procedural requirements, and the CONTRACTOR is advised to consult with an attorney in the event that it desires to file a claim with the DISTRICT.
30. ASSIGNMENTS OF RIGHTS
The CONTRACTOR agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement and that such assignments shall be made and become effective at the time the DISTRICT tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

31. WORKERS’ COMPENSATION CERTIFICATION
I, __________________________, make the following certification in accordance with the requirements of California Labor Code Section 1861, I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated __________________________ (CONTRACTOR)

32. WORKMANSHIP
All work shall be done and completed in a thorough workmanlike manner notwithstanding any omission from these specifications or from the Drawings, and it shall be the duty of the CONTRACTOR to call the DISTRICT’s attention to apparent errors or omissions and request instructions before proceeding with the work. The DISTRICT may, by appropriate instructions, correct errors, and omissions, which instructions shall be as binding upon the CONTRACTOR as though contained in the original Contract Documents.

33. CHARACTER OF WORKPERSONS
Whenever, in the opinion of the DISTRICT, any superintendent, foreman, or workman employed by the CONTRACTOR or his or her subcontractors is disrespectful, intemperate, disorderly, or otherwise objectionable, he or she shall, at the written request of the DISTRICT, be removed and not again be employed on the worksite without the written consent of the DISTRICT.

34. CONDITION OF WORKSITE AND EQUIPMENT
During the progress of the work, the CONTRACTOR shall keep the job site in a clean and orderly condition. The CONTRACTOR shall use equipment that is in good working order and remove inoperable equipment. Excess or unsuitable material, broken material, or waste material shall be removed from the job site. Spillage resulting from hauling along or across streets, or roads shall be removed immediately by the CONTRACTOR. All gutters and roadside ditches shall be kept clean and free from obstructions. Any deviation from this practice shall have prior written approval from the DISTRICT. Specific requirements related to project clean-up and finishing are described in the drawings, made a part of this Agreement.

Before final acceptance of the work, the CONTRACTOR shall carefully clean up the work and premises, remove all temporary structures built by or for him, remove all surplus construction materials, and rubbish of all kinds from the grounds which he has occupied and leave them in a neat condition. If the CONTRACTOR fails to clean up the work and premises, the DISTRICT may do so and the cost thereof shall be charged to the CONTRACTOR.
35. CONTRACTOR'S REPRESENTATIVE AND EMERGENCIES
The CONTRACTOR shall at all times be present at the work in person or represented by a competent superintendent who shall supervise and direct the work and shall be authorized by the CONTRACTOR to receive and fulfill instruction from the DISTRICT's Representative.

The CONTRACTOR shall, at all times during working hours, be represented in all matters pertaining to this project by one, and only one, fully competent and experienced general superintendent. Instructions and information given by the DISTRICT to the CONTRACTOR's superintendent on the work shall be considered as having been given to the CONTRACTOR. Before any work is done at the job site, the CONTRACTOR shall give written notice to the DISTRICT stating who the CONTRACTOR's superintendent will be, giving a telephone number at which he can always be reached day or evening. The DISTRICT shall be informed in writing prior to any change. A statement naming more than one representative at a time to be in charge and depending upon which is present at the time will not be acceptable.

Emergencies may arise during the progress of the WORK which may require special effort or require extra shifts of men to continue the WORK beyond normal working hours. The CONTRACTOR shall be prepared in case of such emergencies from whatever cause, to do all necessary work promptly.

36. CONTRACT DOCUMENTS
The CONTRACTOR shall keep on the Site a copy of the Contract Documents and shall at all times give the DISTRICT access thereto. The Notice to Contractors, Instructions of Bidders, Agreement, Special Provisions, Specifications, Drawings and all supplementary documents are intended to be complete, and complementary and to prescribe a complete work. If an omission of information necessary to carry out the full intent and meaning of the Contract occurs, the CONTRACTOR shall immediately call the matter to the attention of the DISTRICT for furnishing detailed instructions. In case of discrepancies, the Contract Documents shall be interpreted as described in Article 13 of the Special Provisions.

37. PREVAILING WAGES AND THE EMPLOYMENT OF APPRENTICES
The CONTRACTOR shall comply with provisions of the Labor Code related to the payment of prevailing wages and the employment of apprentices. In accordance with the provisions of Sections 1770, 1772 and 1773.2 of the California Labor Code, the DISTRICT has determined the general prevailing rates of wages applicable to the work to be done. These rates are set forth in a schedule located at the DISTRICT office; said schedule is available to any interested party on request. CONTRACTOR shall post a copy at the job site.

38. PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM
No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code 1725.5
This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

39. COST RECORDS AND INSPECTION
The CONTRACTOR shall provide the DISTRICT with monthly summaries of the following cost information for the Project: (1) the numbers of workers employed in connection with each subdivision of work on the Project, their classification and rate of pay, in the form of certified payrolls; (2) costs to the CONTRACTOR of each class of materials, equipment, tools and appliances used on the Project, and the amount of each class of materials used in each subdivision of work on the Project; and (3) comparisons of actual project costs with bid estimates or budgets, which summaries shall be generated internally by the CONTRACTOR.

The DISTRICT reserves the right to audit the CONTRACTOR’s books and records, inspect the jobsite(s), including job trailers or other jobsite offices, and inspect all such information required pursuant to this Agreement for a period of one year following substantial completion of the Project. This right of auditing and inspection shall be specifically enforceable via legal action in a court of the State of California.

Pursuant to Section 8546.7 of the California Government Code, this Agreement, and CONTRACTOR’s books and records pertaining thereto, shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of the DISTRICT, for a period of three years after final payment under this Agreement. Such examinations and audits shall be confined to those matters connected with the performance of the Contract, including, but not limited to, the costs of administering the Contract.

40. EIGHT HOUR DAY
For purposes of this Agreement, eight hours labor constitutes a legal day’s work.

41. STATUTORY PENALTIES
Statutory provisions for failure to pay prevailing wages or failure to comply with State wage and hour laws will be enforced.

42. TIME OF ESSENCE
Time is of the essence in this Agreement.

43. CONTRACTOR’S GENERAL WARRANTY AND GUARANTEE
A. CONTRACTOR warrants and guarantees to DISTRICT and its consultants that all work will be in accordance with the Contract Documents, will not be defective, and will neither fail nor prove to be defective or substandard within one (1) year from the date of the acceptance of the Work by DISTRICT. If the Work, or any portion thereof, fails or proves to be defective or substandard within one (1) year from the date of the acceptance of the Work by DISTRICT, DISTRICT may, at its sole discretion, either remedy the defect using DISTRICT personnel or a contractor of the DISTRICT’S choosing, or require CONTRACTOR to remedy the defect using its own personnel. If the DISTRICT uses its own personnel or hires a contractor (other than CONTRACTOR) to remedy the defect, CONTRACTOR shall reimburse the DISTRICT for the full cost of such work. If DISTRICT requires CONTRACTOR to remedy the defect, CONTRACTOR shall be entitled to no payment for such work. CONTRACTOR’s warranty and guarantee hereunder excludes defects or damage caused by:
1. Abuse, modification, or improper maintenance or operation by persons other than the CONTRACTOR, Subcontractors, or Suppliers, or any other individual or entity for whom the CONTRACTOR is responsible;

2. Normal wear and tear under normal usage.

B. The CONTRACTOR’s obligation to perform and complete the Project in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Project that is not in accordance with the Contract Documents or a release of CONTRACTOR’s obligation to perform the Project in accordance with the Contract Documents:

1. Observations by DISTRICT personnel;

2. Payment by DISTRICT of any progress or final payment;

3. The issuance of a Certificate of Completion by the DISTRICT;

4. Use or occupancy of the Project or any part thereof by the DISTRICT;

5. Any acceptance by DISTRICT or any failure to do so;

6. Any inspection, test, or approval by others; or

7. Any correction of Defective Work by DISTRICT.

44. OVERTIME

The DISTRICT shall not be responsible for payment for any overtime worked by the CONTRACTOR’s employees or subcontractors over and above the Contract Price, except as approved in advance by the DISTRICT.

45. CHANGES IN THE WORK

A. Without invalidating the Agreement and without notice to any surety, the DISTRICT may at any time or from time to time, order additions, deletions, or revisions in the Project, including but not limited to quantity changes and additions or deletions of specific items of Work. Such additions, deletions or revisions will be authorized by a Change Order or Field Order, which shall be signed by both the DISTRICT and the CONTRACTOR. Upon receipt of any such document, the CONTRACTOR shall promptly proceed to implement the additions, deletions, or revisions in the Work in accordance with the applicable conditions of the Contract Documents.

B. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, or supplemented by Change Order, except in the case of an emergency.

C. The DISTRICT and the CONTRACTOR shall execute appropriate Change Orders covering changes in the Project which are ordered by the DISTRICT pursuant to Paragraph A of this Section.

D. If notice of any change in the Project is required to be given to a surety, the giving of any such notice shall be the CONTRACTOR's responsibility. If the change in the Project
affects the Contract Price, the DISTRICT may require an adjustment to the amount of any applicable Bond and the amount of each applicable Bond shall be adjusted accordingly.

E. If the DISTRICT and the CONTRACTOR agree as to the extent, if any, of an increase in the Contract Price or an extension or shortening of the Contract Times that should be allowed as a result of a Field Order, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the Project pending the issuance of a Change Order.

F. If the DISTRICT and the CONTRACTOR are unable to agree as to the extent, if any, of an increase in the Contract Price or an extension or shortening of the Contract Times that should be allowed as a result of a Change Order, the DISTRICT can direct the CONTRACTOR to proceed on the basis of time and materials so as to minimize the impact on and delays to the Project, and the CONTRACTOR may make a claim as provided in Article 4.

G. If the DISTRICT and the CONTRACTOR are unable to agree as to the extent, if any, of an increase in the Contract Price or an extension or shortening of the Contract Times that should be allowed as a result of a Change Order, the DISTRICT can direct the CONTRACTOR to proceed on the basis of time and materials so as to minimize the impact on and delays to the Project, and the CONTRACTOR may make a claim as provided in Article 4.

46. TRAVEL AND SUBSISTENCE PAY
As required by Section 1773.8 of the California Labor Code, the CONTRACTOR shall pay such travel and subsistence payments to each workman needed to execute the Project, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

To establish such travel and subsistence payments, the representative of any craft, classification or type of workmen needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.
In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials on the date first above written.

TRUCKEE DONNER PUBLIC UTILITY DISTRICT

By______________________________________________

Name__________________________________________

Title___________________________________________

(Seal)

Attest:__________________________________________

Name__________________________________________

Typed

Title___________________________________________

CONTRACTOR

By______________________________________________

Name__________________________________________

Typed

Title___________________________________________

(Seal)

Attest:__________________________________________

Name__________________________________________

Typed

Title___________________________________________
SECTION 00600 – PERFORMANCE BOND

Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to DISTRICT for the performance of the Contract.

NOW, THEREFORE, the above obligation is such that if the Principal fails to perform, stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing Contract and any alteration thereof made as therein provided on his part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, then Surety shall perform the Contract and shall indemnify and save harmless the District, its officers and agents, as therein stipulated. In case suit is brought upon this bond, Surety shall pay reasonable attorney's fees and costs to be fixed by the court.

NOW, THEREFORE, if Principal shall well and truly perform the obligations contracted to be performed under the Contract and during the one year period after acceptance of the project, and all of those obligations described below, then this obligation shall be void. Otherwise it shall remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provisions of said Contract or in the plans and specifications agreed to between Principal and
DISTRCT and no forbearance on the part of DISTRICT shall operate to release Surety from liability on this bond, and consent to make such alterations without further notice to or consent by Surety is hereby given, and Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this________________________ day of __________________, 2020.

Principal
By________________________________________
Title________________________________________
Address________________________________________

Surety
By________________________________________
Title________________________________________
Address________________________________________

The rate of premium on this bond is____________________________ per thousand dollars.

Total amount of premium charged is $____________________.

Bond number:____________________

(Attach acknowledgements)
SECTION 00610 – PAYMENT BOND

_____________________________________________________(Principal), and _____________________________,
a corporation organized under the laws of the State of _____________________________, and authorized to execute bonds and undertakings as sole surety (Surety), are held and firmly bound to the TRUCKEE DONNER PUBLIC UTILITY DISTRICT (DISTRICT), in the sum of _____________________________ ($_______________________),

for payment of which sum, well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

PRINCIPAL has entered, or is about to enter, into a certain contract with DISTRICT, entitled DISTRICT WAREHOUSE LIGHTING UPGRADE PROJECT, (the Contract) for the doing of work generally described as follows: All labor, materials, equipment, services and related accessories, etc. necessary and required to complete all work as described in the Bid Schedule, Specifications, and shown on the Drawings, and related work as described in the Contract.

A true and correct copy of which Contract is presently on file in the office of DISTRICT, in Truckee, California, which Contract is hereby referred to and made a part hereof.

NOW THEREFORE, Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to DISTRICT to pay for labor, materials and equipment furnished for use in the performance of the Contract.

NOW, THEREFORE, if Principal, or Principal's subcontractors, fail to pay any of the persons named in Civil Code Section 3181, or fail to pay for any materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or fail to pay for any work or labor thereon of any kind, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or fail to pay any amounts required to be deducted, withheld, and paid over to the Employment Development Department from wages of employees of the CONTRACTOR and subcontractors, pursuant to the Unemployment Insurance Code, and also, in case suit is brought upon this bond, fail to pay a reasonable attorney's fees and costs to be fixed by the Court, Surety will pay for the same in an amount not exceeding the sum specified in this bond, subject to the waiver of Civil Code Section 2819 below.

NOW, THEREFORE, if Principal shall well and truly perform the obligations contracted to be performed under the Contract and during the one year period after acceptance of the project, and all of those obligations described below, then this obligation shall be void. Otherwise it shall remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provisions of said Contract or in the plans and specifications agreed to between Principal and
DISTRIBUT and no forbearance on the part of DISTRIBUT shall operate to release Surety from liability on this bond, and consent to make such alterations without further notice to or consent by Surety is hereby given, and Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

This bond is given to comply with the requirements of the mechanic's lien/stop notice-public works laws, contained in the Civil Code and the provisions of Section 3247 et seq. of the Civil code of the State of California, and all laws amendatory thereof.

Dated this________________________ day of ____________________, 2020.

Principal

By____________________________________

Title____________________________________

Address____________________________________________________________________

Surety

By____________________________________

Title____________________________________

Address____________________________________________________________________

The rate of premium on this bond is____________________ per thousand dollars.

Total amount of premium charged is $____________________.

Bond number:____________________

(Attach acknowledgements)
SECTION 00800 – SPECIAL PROVISIONS

1. DEFINITIONS AND TERMS
These definitions are supplemental to those defined elsewhere in these documents. Whenever in these documents the following terms are used, the intent and meaning shall be interpreted as follows:

1.1 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.

1.2 AGREEMENT - The written contract between the DISTRICT and the CONTRACTOR covering the WORK to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.4 BIDDER - Any person, firm or corporation submitting a bid for the work.

1.5 BONDS - Bid Bond and Performance and Payment Bond and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the contract documents.

1.6 CALENDAR DAY - Any day shown on the calendar.

1.7 CHANGE ORDER - A document signed by the CONTRACTOR and the DISTRICT authorizing an addition, deletion or revision in the WORK and, if warranted, an adjustment in the Contract Price or the Contract Time, or terms and conditions of the Contract Documents, issued on or after the Effective Date of the Agreement.

1.8 CONTRACT DOCUMENTS - All items of the contract as defined in the Agreement.

1.9 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the Contract Document.

1.10 CONTRACT TIME - The number of calendar days stated in the contract documents for the completion of the WORK.

1.11 DISTRICT – The Truckee Donner Public Utility District, along with its authorized agents and representatives, including but not limited to managers, inspectors, engineers and consultants.

1.12 DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the DISTRICT.

1.13 FIELD ORDER - A written order effecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the DISTRICT to the CONTRACTOR during construction.

1.14 INSPECTOR - An authorized representative of the DISTRICT assigned to make any or all inspections of the work performed and materials furnished by the CONTRACTOR.
1.15 LABORATORY - A laboratory qualified to perform tests specified herein or other special laboratory designated by the DISTRICT or selected by the CONTRACTOR and approved by the DISTRICT.

1.16 NOTICE OF AWARD - The written notice of the acceptance of the bid from the DISTRICT to the successful bidder.

1.17 NOTICE TO PROCEED - The written notice given by the DISTRICT to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform the CONTRACTOR's obligations under the Contract Documents.

1.18 OTHER AGENCIES - Any legal entity of the State of California, or any utility district or company (county, electric company, telephone company, water district, sewer district, etc.) that has any interest or control in construction or construction inspection, or are performing other work within or adjacent to the project area.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment construction systems, standards and workmanship; also referred to in the Drawings.

1.21 STANDARD SPECIFICATIONS - Whenever reference is made to the "Standard Specifications" such reference shall be made to those certain specifications entitled "State of California, Department of Transportation, Standard Specifications," latest edition, certain portions of which are made a part hereof by specific reference thereto.

Whenever the following underlined terms are used in the Standard Specifications, or in any documents or instruments governed by the Standard Specifications, they shall be defined as follows:

**State:** The DISTRICT.

**Public Works Building:** Office of the DISTRICT.

**Department of Public Works:** The DISTRICT.

**Director of Public Works:** The DISTRICT.

**State Highway Engineer:** The DISTRICT.

**Engineer:** The Engineer retained by the DISTRICT or authorized representative of the DISTRICT, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**Laboratory:** The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the DISTRICT to test materials and work involved in the contract.
Reference is made to Section 1 of the Standard Specifications for other pertinent definitions.

1.22 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other subcontractor for the performance of a part of the work at the site.

1.23 STANDARD PLANS - Whenever reference is made to the "Standard Plans" such reference shall be made to those certain plans entitled "State of California, Department of Transportation, Standard Plans," latest edition, certain portions of which are made a part hereof by specific reference thereto.

1.24 SUBSTANTIAL COMPLETION - That date as certified by the DISTRICT when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, so that the project or specified part can be utilized for the purposes for which it is intended.

1.25 SUPPLIER - Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

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

1.27 WORKING DAY - Any calendar day, except as noted below on which weather or ground conditions do not prevent utilization of at least fifty percent of the usual daily man-hours during regular working hours. Saturdays, Sundays and holidays shall be considered as working days only when the CONTRACTOR performs work other than is necessary for the protection of the work and traffic.

1.28 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted as described in Article 19 of the Agreement to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

2. SCHEDULES, REPORTS AND RECORDS

2.1 The CONTRACTOR shall submit to the DISTRICT such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the work to be performed.

2.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the work, including dates at which he will start the various parts of the work, and estimated date of completion of each part. The construction schedule shall indicate the time of starting and completion of each major structure or phase of the project and such intermediate phases as will serve for well-defined control points. It shall also indicate the anticipated date of receipt of major items of equipment, and all items of equipment receipt and installation of which is critical to the scheduled progress of the project.
The construction schedule, when approved, shall not be changed without written consent of the DISTRICT. The CONTRACTOR shall assume the full responsibility for performing the work in an orderly manner under the provisions of the contract.

If, in the opinion of the DISTRICT, the CONTRACTOR has fallen behind the approved progress schedule, the CONTRACTOR shall take such steps as may be required by the DISTRICT, including but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of work, and/or amount of construction equipment until such time as the work is back on schedule. He shall also submit for approval no later than the time of submittal of the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the approved rate of progress will be regained, all without additional cost to the DISTRICT.

2.3 Prior to the first partial payment estimate the CONTRACTOR shall submit a breakdown of the lump sum prices, providing sufficient detail to allow the DISTRICT to accurately measure quantities of work completed and estimate the amount of any progress payment.

3. MATERIALS, SERVICES AND FACILITIES

3.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

3.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

3.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

3.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the DISTRICT.

3.5 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the CONTRACTOR or the subcontractor subject to a chattel mortgage or under a conditioned sale contract or other agreement by which an interest is retained by the seller.

4. SUBSTITUTIONS
Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the DISTRICT, such material, article, or piece of equipment is of equal substances and function to that specified, the DISTRICT may approve its substitution and use by the CONTRACTOR. The procedures for recommendation and review of proposed substitutions are described in the Drawings.
Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by change order. The CONTRACTOR warrants that if substitutes are approved no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

5. PATENTS
The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the DISTRICT harmless from loss on account thereof, except that the DISTRICT shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified.

However, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the DISTRICT.

6. MEASUREMENT AND PAYMENT
Measurement and payment will be made as specified in Section 00310.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in complying with all of the requirements of the contract documents shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

7. INSPECTION AND TESTING
When requested by the DISTRICT, the CONTRACTOR shall furnish a complete written statement of the origin, composition and manufacture of any or all materials that are to be used in the work.

All materials may be inspected, sampled and tested by the DISTRICT. The CONTRACTOR shall give sufficient advance notice of placing of order to permit tests to be completed before the materials are incorporated in the work and he shall afford such facilities as the DISTRICT may require for collecting and making inspections. All samples shall be furnished by the CONTRACTOR without cost to the DISTRICT. The DISTRICT may waive sampling and testing if adequate information, properly certified, is available to indicate that materials comply with terms of the specifications.

The CONTRACTOR shall furnish the DISTRICT with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the Contract. If the DISTRICT requests it, the CONTRACTOR at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore said portions of the work to the standards required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, will be paid for as provided under Section 4 of the Agreement, but should the work so exposed or examined prove unacceptable the uncovering shall be at the CONTRACTOR's expense. Inspection, supervision or observation by the DISTRICT shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the CONTRACTOR's foremen and superintendent.

The inspection of the work shall not relieve the CONTRACTOR of any of his obligation to fulfill his Contract as herein provided, and unsuitable materials may be rejected notwithstanding that
such work and materials may have been previously overlooked and accepted or estimated for payment.

On all questions concerning the acceptability of materials, classifications of materials, execution of the work, and the determination of costs, the decision of the DISTRICT shall be final and binding upon all parties.

The CONTRACTOR shall at all times maintain proper facilities and provide safe access to all parts of the work, to the shops wherein the work is in preparation and to all warehouses and storage yards wherein equipment and materials are stored for purposes of inspection by the DISTRICT.

Inspectors employed by the DISTRICT shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work, and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to alter or waive the provisions of the Contract Documents.

An inspector is placed on the work to keep the DISTRICT informed as to the progress of the work and the manner in which it is being done; also to call the CONTRACTOR's attention to any non-conformance with the Contract Documents. The Inspector will not be authorized to approve or accept any portion of the work, to issue instructions contrary to the Contract Documents, or to act as foreman for the CONTRACTOR. The Inspector will have authority to reject defective material and to suspend any work that is being improperly performed, subject to the final decision of the DISTRICT.

The Inspector will exercise such additional authority only as may from time to time be delegated to him by the DISTRICT.

8. **LIMITS OF CONTRACTOR’S OPERATIONS**

The CONTRACTOR will confine his operations within the limitations of construction easements or limits as shown on the drawings. If the CONTRACTOR's operations result in damage to any privately owned facility outside the limitations of the construction easement, the CONTRACTOR shall, at his expense, repair such damage or indemnify the DISTRICT of the damaged property.

If the CONTRACTOR negotiates with property owners for use of land for construction operations outside the limits of the construction easements, he shall do so at his own risk and the DISTRICT will assume no liability for such use of private property. All agreements between the CONTRACTOR and private property owners shall be in writing and the DISTRICT will be furnished copies of such agreements.

Hauling vehicles transporting materials to and from the project either empty or loaded shall meet all the requirements and comply with all laws and regulations as would be required when traveling on a public street or highway for any other purpose.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

9. **CONTRACT TIMES, MILESTONES AND LIQUIDATED DAMAGES**

The DISTRICT and the CONTRACTOR recognize that time is of the essence for the performance of the CONTRACTOR's obligations pursuant to this Agreement, and that the DISTRICT will suffer financial loss if the WORK is not completed within the time specified in the Contract Document, plus any extensions thereof. They also recognize that losses incurred by
the DISTRICT for delay would be extremely difficult or impossible to calculate or ascertain. The DISTRICT and the CONTRACTOR recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the DISTRICT if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the DISTRICT and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), the CONTRACTOR shall pay the DISTRICT the amounts as indicated below for each Day that expires after the time specified for each milestone.

The DISTRICT shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the CONTRACTOR, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

When CONTRACTOR is in default for nonperformance within the stipulated Contract Times including any intermediate Milestone Dates, the DISTRICT shall notify the CONTRACTOR in writing within 3 Days after the Contract Times or intermediate Milestone Date, and deduct the liquidated damages in the amount stated in the Contract Documents from any monies due the CONTRACTOR.

The deductions of liquidated damages shall be in addition to any retainage withheld and shall be non-reimbursable.

The WORK shall be complete in accordance with the following schedule milestones:

<table>
<thead>
<tr>
<th>Milestone No.</th>
<th>Milestone Description</th>
<th>Required Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Final Completion of the Project</td>
<td>July 15, 2020</td>
</tr>
</tbody>
</table>

Liquidated damages for each calendar day that each milestone is not completely met, are as follows:

<table>
<thead>
<tr>
<th>Milestone No.</th>
<th>Milestone Description</th>
<th>Amount of Liquidated Damages Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Final Completion of the Project</td>
<td>$500</td>
</tr>
</tbody>
</table>

11.  **COORDINATION AND INTERPRETATION OF PLANS AND SPECIFICATIONS**

The Drawings and Specifications, Contract Change Orders, and all supplementary documents are essential parts of the Contract Documents, and a requirement occurring in one is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete work.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these Contract Documents, the CONTRACTOR shall request of the DISTRICT such further explanations as may be necessary and shall conform to such explanations as part of the Contract. In the event of any doubt or question arising regarding the true meaning of these Contract Documents, reference shall be made to the DISTRICT, whose decision thereon shall be final. In the event of any discrepancy, between any drawings and the details written thereon, the details shall be taken as correct.
In the event of a conflict between the Agreement and any of the other Contract Documents, the Document highest in precedence shall control and supersede the Document which is contrary to it. The order of precedence of the Contract Documents is as follows:

First: Supplemental Agreements, the last in time being the first in precedence.

Second: The Agreement.

Third: Special Provisions.

Fourth: Drawings.

Fifth: CONTRACTOR Proposal.

Sixth: Notice to Bidders.

Seventh: Instruction to Bidders.

12. SUSPENSION OF WORK
The DISTRICT shall have the authority to suspend the work wholly or in part, for such period as it may deem necessary, due to unsuitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the CONTRACTOR to carry out orders given, or to perform any provisions of the Contract. The CONTRACTOR shall immediately comply with the written order of the DISTRICT to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the DISTRICT.

In case of suspension of work from any cause whatever, the CONTRACTOR shall be responsible for all materials and shall properly store them if necessary and shall provide suitable drainage and erect temporary structures where necessary.

13. DISTRICT’S WORKING HOURS
The standard work day of the DISTRICT is the period from 7:30 AM to 4:00 PM. The standard work week begins on Monday and ends on Friday, excepting legal holidays. The DISTRICT’s legal holidays are defined as the following: New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve and Christmas Day.

Should the CONTRACTOR choose to perform work outside these standard working hours, the CONTRACTOR shall notify the DISTRICT a minimum of two working days beforehand and must have prior written approval prior to the work being performed.

The CONTRACTOR shall schedule all inspection, testing and other activities requiring DISTRICT participation during the DISTRICT’s standard working hours. If the CONTRACTOR desires to have inspection, testing or other activities requiring DISTRICT participation occur outside of those times, the CONTRACTOR shall reimburse the DISTRICT for the labor costs incurred by the DISTRICT.

In the event that DISTRICT inspectors, operations personnel, engineers or other agents of the DISTRICT are required to be at the Project Site later than the standard working hours noted above, the CONTRACTOR shall reimburse the DISTRICT for the additional labor costs incurred by the DISTRICT. Such reimbursement shall occur under the following situations:
A. Failure by the CONTRACTOR to provide adequate labor or equipment to the project resulting in the work extending later than the standard working hours on a given day.

B. Failure by the CONTRACTOR to properly plan and schedule the work, resulting in the work extending later than the standard working hours on a given day.

C. Failure by the CONTRACTOR to take care when excavating near known existing facilities, resulting in damage to existing facilities, the repair of which extends later than the standard working hours on a given day.

D. The existence of a public safety hazard such as an active work zone, open trench, or similar situation that, in the opinion of the DISTRICT, requires that DISTRICT personnel be present in order to protect public safety.

E. Any other situation which, in the opinion of the DISTRICT, requires that DISTRICT personnel be present in order to ensure proper prosecution of the Work in accordance with the Contract Documents that extends later than the standard working hours on a given day.

14. LIMITATION OF DISTRICT’S RESPONSIBILITIES
The DISTRICT will not supervise, direct, control or have authority over or be responsible for the CONTRACTOR’s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the WORK. The DISTRICT will not be responsible for CONTRACTOR’s failure to perform or furnish the WORK in accordance with the Contract Documents.

The DISTRICT will not be responsible for the acts or omissions of the CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any portion of the WORK.

- END OF SECTION -
PART 1 -- GENERAL

1.1 GENERAL

A. The WORK to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services and performing all WORK, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all WORK, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete, safe and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the DISTRICT.

1.2 BACKGROUND

A. The purpose of this project is to upgrade the District warehouse lighting. This involves the labor, materials, equipment, services and related accessories necessary and required to complete all work as shown on the drawings. This list is not all inclusive nor reflects the total project to be completed.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The WORK of this project comprises the following:

1. Provide all necessary submittals and records set forth in the Contract Documents.

2. Mobilize equipment to the project site. The CONTRACTOR shall store materials and equipment at the site in a manner that will not impede traffic or endanger the public. In some cases, due to site size restrictions, the CONTRACTOR may have to store materials elsewhere. Acquisition of any additional storage areas shall be the responsibility of the CONTRACTOR. In all cases, the CONTRACTOR shall be responsible for the safe storage and transport of the material to the jobsite.

1.4 CONTRACT METHOD

A. The WORK hereunder will be constructed under a combination lump sum and per the outlined work in Section 00300 – Bid Forms Payment for WORK shall be as described in Section 00310 – Measurement and Payment.

1.5 EXPRESSION OF CONTRACTOR RESPONSIBILITY IN THE TECHNICAL SPECIFICATIONS

A. Whenever in the Technical Specifications, requirements are expressed with active verbs and no subjects, the words, "The CONTRACTOR shall," have been omitted as a matter of style, and it is intended that the CONTRACTOR is the party responsible for taking the action required.

1.6 WORK SEQUENCE AND SCHEDULING CONSTRAINTS
A. The CONTRACTOR shall schedule and perform the WORK in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, and utilities.

1.7 CONTRACTOR USE OF PROJECT SITE

A. The CONTRACTOR'S use of the Project Site shall be limited to its construction operations related to this Contract only.

1.8 STORAGE

A. Storage conditions shall be in accordance with manufacturer's instructions and be acceptable to the DISTRICT for all materials and equipment not incorporated into the WORK but included in Applications for Payment. Proper environmental conditions shall be maintained by the CONTRACTOR at all storage facilities. The CONTRACTOR shall obtain any necessary off-site storage facilities and such facilities shall be accessible to the DISTRICT. The stored materials shall be insured for full value. Certificates of liability insurance coverage shall be submitted to the DISTRICT with the request for payment. All arrangements and costs for storage facilities shall be paid by the CONTRACTOR.

B. It is the CONTRACTOR'S responsibility to unload and sign for any and all deliveries for the project. The CONTRACTOR shall supply the equipment necessary to unload and move supplies around so not to impede the work of DISTRICT crews, vehicles and equipment.

C. The DISTRICT shall provide, if requested by the CONTRACTOR storage space in the last two bays of the parking structure.

1.9 NOTICES TO OWNERS OF ADJACENT PROPERTIES AND UTILITIES

A. Should it become necessary to temporarily deny access by owners or tenants to their property, the CONTRACTOR shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit any resulting inconvenience.

1.10 PROJECT MEETINGS

A. Preconstruction Conference:

1. Prior to the commencement of WORK, a preconstruction conference will be held at the offices of the DISTRICT. The Conference shall be attended by the CONTRACTOR'S Project Manager, its Superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendees will be:

   a. Representatives of DISTRICT

   b. Others as requested by CONTRACTOR or DISTRICT

2. The purpose of the conference is to designate responsible personnel, discuss Contract requirements, and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters
established. The CONTRACTOR shall be prepared to discuss all of the items listed below.

a. CONTRACTOR’S assignments for safety and first aid, including designated competent person(s) and the CONTRACTOR’S safety representative.
b. Status of CONTRACTOR’S insurance and bonds.
c. CONTRACTOR’S construction schedule.
d. Transmittal, review, and distribution of CONTRACTOR’S submittals.
e. Processing applications for payment.
f. Maintaining record documents.
g. Critical Work sequencing.
h. Field decisions and Change Orders.
i. Use of Project Site, storage areas, security and housekeeping.
j. Equipment deliveries and priorities.
k. Permits required for construction.
l. Utilities required for construction.
m. Contract authority and channels of communication.
n. Coordination with others.

3. The DISTRICT will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.

4. The following emergency contacts for the DISTRICT are designated:
   Shanna Kuhlemier: (530) 582-3980 or (530) 913-8450
   Dennis Mazzini: (530) 582-3904 or (530) 448-3024

B. Progress Meetings:

1. The DISTRICT will schedule and hold progress meetings as deemed necessary by the DISTRICT. The CONTRACTOR, DISTRICT and all Subcontractors active on the Site shall attend each meeting. The CONTRACTOR may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.

2. The DISTRICT will preside at the meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, discuss safety, maintain coordination of efforts, discuss commercial issues, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to
present any issues which may impact its WORK, with a view to resolve these issues expeditiously.

1.11 PUBLIC AWARENESS

A. The following are sensitive issues related to general public and project site neighbors:

1. Safety in General is the most important Public Awareness issue. Safety in General includes the following:
   a. Safety of children pertaining to school travel and play.
   b. Safety of pedestrian areas around the construction area.
   c. Safety of neighborhood vehicular traffic around the construction area.
   d. Safety of personal property around the construction area.
   e. Safe and effective traffic control measures.
   f. Temporary walls to keep customers away from the main construction areas.

2. Dust control.
   a. The District office will be open for business.
   b. Temporary walls keeping dust away from staff and customers.

3. Minimizing inconvenience to the community and neighborhood. (i.e., access to businesses).

4. Control and limiting of construction traffic.

5. Staging and coordination of construction activity.

6. Precautions to minimize noise.


8. Timely project completion.

9. Working hours.

1.12 CONSTRUCTION SAFETY

A. The CONTRACTOR shall follow construction procedures necessary to provide a safe working condition through all phases of the project. Said procedures shall conform to the Safety Orders, Division of Industrial Safety, Title 8, California Administrative Code and all other provisions required by Federal, State, County and Town law or ordinance. The CONTRACTOR shall also conform to all applicable requirements of the Federal Occupational Safety and Health Administration.

B. The CONTRACTOR is solely responsible for outlining the safety procedures to be followed by its workmen, all subcontractors, and related trades working on its job, and effectively assuring compliance with such procedures. The CONTRACTOR shall always provide for the safety of the public both day and night where they are exposed to its construction operation.

C. The DISTRICT, its representatives, contractors, agents and field inspectors are not responsible for reviewing or approving the safety procedures followed by the CONTRACTOR.

- END OF SECTION -
PART 1 -- GENERAL

1.1 GENERAL

A. CONTRACTOR “Submittals” may be Shop Drawings, schedules, surveys, reports, samples, plans, lists, drawings, documents, findings, programs, manuals, data, or any other item or information required by the Contract Documents to be submitted or offered by the CONTRACTOR in accomplishing the Work.

B. Wherever submittals are required hereunder, all such documents shall be furnished to the DISTRICT.

C. The CONTRACTOR is responsible for the accuracy, completeness, and coordination of all Submittals. The CONTRACTOR shall not delegate this responsibility in whole or in part to any Subcontractor. Submittals may be prepared by the CONTRACTOR, Subcontractors or Suppliers, but the CONTRACTOR shall verify that each Submittal meets the requirements of the Contract Documents. Verify that there are no conflicts between Submittals and notify the DISTRICT in each case where a Submittal may affect the work of another contractor or the DISTRICT. The CONTRACTOR shall ensure coordination of Submittals of related crafts and Subcontractors.

1.2 PRECONSTRUCTION CONFERENCE SUBMITTALS

A. Prior to the preconstruction conference referred to in Section 01010 - Summary of Work, submit the following items for review:

1. A preliminary schedule of Shop Drawings, Samples, and proposed Substitute (“Or-Equal”) Submittals listed in the Bid.

2. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.

3. The names and qualifications of Designated Safety Representative and Designated Competent Persons.

4. Preliminary Progress Schedule in accordance with Section 01310 - Construction Progress Schedule.

1.3 PROGRESS REPORTS

A. The CONTRACTOR shall furnish a progress report to DISTRICT with each Application for Payment. If the WORK falls behind schedule, submit additional progress reports at such intervals as DISTRICT may request.

B. Each progress report shall include sufficient narrative to describe any current and anticipated delaying factors, effect on the construction schedule, and proposed corrective actions. Any WORK reported complete, but which is not readily apparent to DISTRICT, must be substantiated with satisfactory evidence.
C. Each progress report shall include a list of the activities completed with their actual start and completion dates, a list of the activities currently in progress, and the number of Working days required to complete each.

1.4 SHOP DRAWINGS

Refer to Submittal Procedures, Section 260000, Electrical Specifications, Page E0.2 of the Permit Documents.

1.5 CONTRACTOR'S SCHEDULE

A. The CONTRACTOR’S construction schedules and reports shall be prepared and submitted to the DISTRICT in accordance with the provisions of Section 01310 – Construction Progress Schedule.

1.6 SUBMITTALS AND SUBSTITUTIONS

A. Refer to Lighting Fixture Schedule, Page E0.1 and Section 260000, Electrical Specifications, Page E0.2 of the Permit Documents for Materials, Equipment Submittals and Substitutions.

1.7 RECORD DRAWINGS

A. The CONTRACTOR shall prepare Record Drawings as required in Section 260000, Electrical Specifications, Page E0.2 of the Permit Documents.

– END OF SECTION –
SECTION 01310 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 -- GENERAL

1.1 REQUIREMENTS OVERVIEW

A. The CONTRACTOR’S planning, scheduling and execution of the WORK shall be presented to the DISTRICT by submission of the schedule information and data indicated in this Section.

B. In preparing all schedules, it is the responsibility of the CONTRACTOR to work with each Subcontractor and Supplier to obtain information pertinent to the planning and updating of their respective activities and schedules.

PART 2 -- PRODUCTS

2.1 GENERAL CRITERIA

A. The Progress Schedule shall reflect the CONTRACTOR’s plans for and status of the WORK.

B. The Progress Schedule shall show the breakdown of work into activities and relationships only to the extent required to effectively manage the WORK. The Schedule shall show the division of the WORK into activities and specify the progression from the Notice to Proceed to the end of the Contract Times. The Preliminary Progress Schedule shall include appropriate time allowances and constraints for submittals, items of interface with work performed by others, and construction, start-up, and performance tests.

C. The CONTRACTOR’s Progress Schedule shall include all procurement related activities that lead to delivery of permanent materials to the Site in a timely manner. The procurement activities shall indicate significant events in the procurement process such as issuance of purchase orders and subcontracts, submittal of shop drawings, review and approval of shop drawings, release for fabrication, release for shipment, delivery dates for major materials and equipment, etc., as appropriate.

D. The CONTRACTOR shall schedule those required duties and responsibilities of the DISTRICT within the Contract Times. The Progress Schedule shall incorporate activities and sequences based on the information given in the Contract Documents, and if not given, as indicated by the DISTRICT in writing.

E. The Preliminary Progress Schedule shall identify the start and completion dates for work activities for which the CONTRACTOR is entitled to payment.

F. The Progress Schedule shall be in a precedence diagram format, shall be plotted on a time-scaled calendar, and shall identify the Contract Times, milestones, the critical path(s), and all activities. Activities shall be shown on their early dates, with their total float noted beside them. Connections between activities, whether on the same sheet or on different sheets, shall identify both the predecessor and successor work.
2.2 SCHEDULE SUBMITTAL

A. The CONTRACTOR shall produce a Preliminary Progress Schedule submittal that will be an accurate representation of the proposed means and methods for accomplishing the WORK. This schedule will show all logical relationships and constraints between activities. This schedule shall be available for discussion at the Preconstruction Conference described in Section 01010 – Summary of Work.

2.3 MONTHLY PROGRESS REPORTS

A. The CONTRACTOR shall submit to the DISTRICT, a report indicating the monthly and cumulative cost totals for the WORK. The report shall be in format developed by the CONTRACTOR and reviewed by the DISTRICT.

PART 3 -- EXECUTION

3.1 SCHEDULE UPDATES

A. The CONTRACTOR shall keep the Progress Schedule current and shall update it on a weekly basis. A copy of the current progress schedule shall be made available to the DISTRICT upon request.

B. A copy of the updated Progress Schedule shall be submitted with each request for payment

- END OF SECTION -
PART 1 -- GENERAL

1.1 SECURITY

A. The CONTRACTOR shall protect the WORK, all material, equipment and supplies from theft, vandalism, and unauthorized entry.

B. The CONTRACTOR shall restrict entry of persons and vehicles into Site.

C. The DISTRICT shall supply all of the CONTRACTOR’S employees and subcontractors with ID badges – if an employee or subcontractor does not have a badge, they will not be allowed within the District complex.

D. CONTRACTOR must check in any vendors or suppliers.

E. No visitors at any time.
SECTION 01600 - PRODUCTS, MATERIALS, EQUIPMENT AND SUBSTITUTIONS

PART 1 -- GENERAL

1.1 DEFINITIONS

A. The word "Products," as used herein, is defined to include purchased items for incorporation into the WORK, regardless of whether specifically purchased for the project or taken from CONTRACTOR's stock of previously purchased products.

B. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work.

C. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (Ancillary items such as receptacles, light fixtures, switches, data ports and other appurtenances).

D. Definitions given in this specification section are not intended to negate the meaning of other terms used in the Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

E. Neither "Products" nor "Materials" nor "Equipment" includes machinery and equipment used for preparation, fabrication, conveying and erection of the WORK.

1.2 QUALITY ASSURANCE

A. Source Limitations: To the greatest extent possible for each unit of work, the CONTRACTOR shall provide products, materials, and equipment of a singular generic kind from a single source.

B. Compatibility of Options: Where more than one choice is available as options for CONTRACTOR's selection of a product, material, or equipment, select an option which is compatible with other products, materials, or equipment. Compatibility is a basic general requirement of product, material and equipment selections.

1.3 PRODUCT DELIVERY AND STORAGE

A. The CONTRACTOR shall deliver and store the WORK in accordance with manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at Site and overcrowding of construction spaces. In particular, ensure coordination to ensure minimum holding or storage times for flammable, hazardous, easily damaged, or sensitive materials to deterioration, theft, and other sources of loss.
1.4 TRANSPORTATION AND HANDLING

A. Products shall be transported by methods to avoid damage and shall be delivered in undamaged condition in manufacturer's unopened containers and packaging.

B. The CONTRACTOR shall furnish equipment and personnel to handle products, materials, and equipment, including those provided by DISTRICT, by methods to prevent soiling and damage.

C. The CONTRACTOR shall provide any additional protection necessary during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

1.5 STORAGE AND PROTECTION

A. Products shall be stored in accordance with manufacturer's written instructions and with seals and labels intact and legible. Sensitive products shall be stored in weather-tight climate controlled enclosures and temperature and humidity ranges shall be maintained within tolerances required by manufacturer's recommendations.

B. For exterior storage of fabricated products, products shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering and ventilation shall be provided to avoid condensation.

C. Loose granular materials shall be stored on solid flat surfaces in a well-drained area and shall be prevented from mixing with foreign matter.

D. Storage shall be arranged to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

E. Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.

1.6 MAINTENANCE OF STORAGE

A. Stored products shall be periodically inspected on a scheduled basis. Maintain a log of inspections and make the log available on request.

B. The CONTRACTOR shall comply with manufacturer's product storage requirements and recommendations.

C. The CONTRACTOR shall maintain manufacturer-required environmental conditions continually.

D. The CONTRACTOR shall ensure that surfaces of products exposed to the elements are not adversely affected and that weathering of finishes does not occur.
E. For mechanical and electrical equipment, the CONTRACTOR shall provide a copy of the manufacturer’s service instructions with each item and the exterior of the package shall contain notice that instructions are included.

1.7 PROPOSED SUBSTITUTIONS OR "OR-EQUAL" ITEM

A. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or equal" indicating that a substitution is permitted, materials or equipment of other suppliers may be accepted if sufficient information is submitted to allow the DISTRICT to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:

1. The burden of proof as to the type, function, and quality of any such substitution product, material or equipment shall be upon the CONTRACTOR.

2. The DISTRICT and ENGINEER will be the sole judge as to the type, function, and quality of any such substitution and the DISTRICT’s decision shall be final.

3. The DISTRICT and ENGINEER may require the CONTRACTOR to furnish additional data about the proposed substitution.

4. The DISTRICT and ENGINEER may require the CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitution.

5. Acceptance by the DISTRICT and ENGINEER of a substitution item shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitution.

6. The CONTRACTOR shall be responsible for resultant changes including design and construction changes resulting from the changes which the accepted substitution requires in the CONTRACTOR’s WORK, the WORK of its Subcontractors and of other contractors.

B. If the name of a proprietary item or the name of a particular Supplier is not followed by the words “or equal”, substitutions are not allowed and the specified product shall be furnished by the CONTRACTOR with the following exceptions:

1. In the event that a named Supplier is no longer doing business under the name indicated, the specified product from the legal successors to the named Supplier shall be furnished.

2. In the event that a named product is no longer available from the named Supplier due to acquisition or sale of the given product line, but the product is available from another Supplier, the CONTRACTOR shall provide the named product. In such cases, the CONTRACTOR shall submit a Substitution Request Form and shall include certification from the Supplier that product being supplied is materially and functionally identical to the product named in the Contract Documents.
3. In the event that a named product is no longer available from the named Supplier or any other Supplier, the CONTRACTOR shall notify the DISTRICT in writing and the DISTRICT shall identify suitable substitute products. The CONTRACTOR shall provide one of the suitable substitute products.

4. As applicable, no shop drawing submittals shall be made for a substitution item nor shall any substitution item be ordered, installed, or utilized without the DISTRICT’S prior written acceptance.

5. The DISTRICT will record the time required by the DISTRICT in evaluating substitutions and in making changes by the CONTRACTOR in the Contract Documents occasioned thereby.

C. Without any increase in cost to the DISTRICT, the CONTRACTOR shall be responsible for and pay all costs in connection with proposed substitutions and of inspections and testing of equipment or materials submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK, whether or not the DISTRICT accepts the proposed substitution or proposed equipment or material. The CONTRACTOR shall reimburse the DISTRICT for the charges of the DISTRICT, and other authorized representatives for evaluating each proposed substitution and costs for any additional inspection caused by the substitution.

- END OF SECTION -
CA BUILDING ENERGY EFFICIENCY STANDARDS – 2016 NONRESIDENTIAL COMPLIANCE FOR INDOOR LIGHTING
Indoor Lighting
NRCC-LTI-E (Created 7/18)

CERTIFICATE OF COMPLIANCE
This document is used to demonstrate compliance with requirements in §110.9, §130.0, §130.1, §140.6, and §141.0(1)(b)2 for indoor lighting scopes using the prescriptive path.

Project Name: TRUCKEE DONNER PUD WAREHOUSE LIGHTING
Project Address: 11570 DONNER PASS ROAD, TRUCKEE, CA 96161

Date Prepared: 9-9-2019

A. GENERAL INFORMATION

| 01 | Project Location (city) | 04 | Total Conditioned Floor Area (ft²) | 9,914 |
| 02 | Climate Zone | 05 | Total Unconditioned Floor Area (ft²) | 0 |
| 03 | Occupancy Types Within Project (select all that apply): | 06 | # of Stories (Habitable Above Grade) | 1 |
|   | Office |   | Warehouse |   | | Parking Garage | Relocatable | Hotel/Motel | School | Support Areas |
|   | Retail |   | | | | High-Rise Residential | | |

B. PROJECT SCOPE

Table Instructions: Include any lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.6 or §141.0(1)(b)2 for alterations. WARNING: Changing the Calculation Method in this table will result in the deletion of data previously input. If you need to change the calculation method, please open a new form or use “Save As”.

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Conditioned Spaces</th>
<th>Unconditioned Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>02</td>
<td>03</td>
</tr>
<tr>
<td>My Project Consists of (check all that apply):</td>
<td>Calculation Method</td>
<td>Area (ft²)</td>
</tr>
<tr>
<td>✓ New Lighting System</td>
<td>Area Category</td>
<td>9,914</td>
</tr>
<tr>
<td>□ Altered Lighting System</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

total Area of Work (ft²) = 9,914

C. COMPLIANCE RESULTS

Table Instructions: If any cell on this table says “DOES NOT COMPLY” or “COMPLIES with Exceptional Conditions” refer to Table D. for guidance.

<table>
<thead>
<tr>
<th>Lighting in conditioned and unconditioned spaces must not be combined for compliance per §140.6(b)1.</th>
<th>01</th>
<th>02</th>
<th>03</th>
<th>04</th>
<th>05</th>
<th>06</th>
<th>07</th>
<th>08</th>
<th>09</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Building</td>
<td>(See Table I)</td>
<td>(See Table I)</td>
<td>(See Table K)</td>
<td>Tailored</td>
<td>(See Table L)</td>
<td>Total Allowed (Watts)</td>
<td>Total Designed (Watts)</td>
<td>Portable Lighting</td>
<td>PAF Control Credits</td>
<td>Total Actual (Watts)</td>
</tr>
<tr>
<td>ARRA Category</td>
<td>Area Category</td>
<td>(See Table I)</td>
<td>(See Table I)</td>
<td>(See Table I)</td>
<td>Tailored</td>
<td>(See Table L)</td>
<td>Total Allowed (Watts)</td>
<td>Total Designed (Watts)</td>
<td>Portable Lighting</td>
<td>PAF Control Credits</td>
</tr>
<tr>
<td>Focolnotes</td>
<td>(See Table I)</td>
<td>(See Table I)</td>
<td>(See Table I)</td>
<td>Tailored</td>
<td>(See Table L)</td>
<td>Total Allowed (Watts)</td>
<td>Total Designed (Watts)</td>
<td>Portable Lighting</td>
<td>PAF Control Credits</td>
<td>Total Actual (Watts)</td>
</tr>
<tr>
<td>(See Table I)</td>
<td>(See Table I)</td>
<td>(See Table K)</td>
<td>Tailored</td>
<td>(See Table L)</td>
<td>Total Allowed (Watts)</td>
<td>Total Designed (Watts)</td>
<td>Portable Lighting</td>
<td>PAF Control Credits</td>
<td>Total Actual (Watts)</td>
<td>Compliance Results</td>
</tr>
</tbody>
</table>

| Conditional: | ≥ | | | | | | | | | 05 Must be ≥ 09 |
| Unconditional: | ≥ | | | | | | | | | 05 Must be ≥ 09 |

Controls Compliance (See Table H for Details)
Rated Power Reduction Compliance (See Table S for Details) Not Applicable


July 2018
D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

The conditioned and/or unconditioned floor area entered into Table A does not match the areas in Table B or Tables I/L.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. INDOOR LIGHTING FIXTURE SCHEDULE

Table Instructions: Include all permanent designed lighting and all portable lighting in offices.

*NOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per §130.0(c) Wattage used must be the maximum rated for the luminaire, not the lamp.

G. TRACK LIGHTING

This Section Does Not Apply

H. INDOOR LIGHTING CONTROLS (Not Including PAFs)

This Section Does Not Apply

I. LIGHTING POWER ALLOWANCE: COMPLETE BUILDING OR AREA CATEGORY METHODS

This Section Does Not Apply

J. POWER ADJUSTMENT: PORTABLE LIGHTING IN OFFICES

This Section Does Not Apply

K. ADDITIONAL LIGHTING ALLOWANCE: AREA CATEGORY METHOD FOOTNOTES

This Section Does Not Apply

L. TAILORED METHOD GENERAL LIGHTING POWER ALLOWANCE

This Section Does Not Apply
**M. ADDITIONAL LIGHTING ALLOWANCE: TAILORED SPECIAL FUNCTION AREAS**
*This Section Does Not Apply*

**N. ADDITIONAL LIGHTING ALLOWANCE: TAILORED WALL DISPLAY**
*This Section Does Not Apply*

**O. ADDITIONAL LIGHTING ALLOWANCE: TAILORED FLOOR AND TASK LIGHTING**
*This Section Does Not Apply*

**P. ADDITIONAL LIGHTING ALLOWANCE: TAILORED ORNAMENTAL/SPECIAL EFFECTS**
*This Section Does Not Apply*

**Q. ADDITIONAL LIGHTING ALLOWANCE: TAILORED VERY VALUABLE MERCHANDISE**
*This Section Does Not Apply*

**R. POWER ADJUSTMENT: LIGHTING CONTROL CREDIT (PAF)**
*This Section Does Not Apply*

**S. RATED POWER REDUCTION COMPLIANCE BY SPACE**
*This Section Does Not Apply*
# T. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

**Table Instructions:** Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at [http://www.energy.ca.gov/2015publications/CEC-400-2015-033/appendices/forms/NRCI](http://www.energy.ca.gov/2015publications/CEC-400-2015-033/appendices/forms/NRCI)

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

# U. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

**Table Instructions:** Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: [http://www.energy.ca.gov/title24/attcp/providers.html](http://www.energy.ca.gov/title24/attcp/providers.html)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>Form/Title</th>
<th>Field Inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>NRCA-LTI-02-A - Must be submitted for occupancy sensors and automatic time switch controls.</td>
<td>Pass</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NRCA-LTI-03-A - Must be submitted for automatic daylight controls.</td>
<td>Pass</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NRCA-LTI-04-A - Must be submitted for demand responsive lighting controls.</td>
<td>Pass</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NRCA-LTI-05-A - Must be submitted for institutional tuning power adjustment factor (PAF).</td>
<td>Pass</td>
</tr>
</tbody>
</table>
Indoor Lighting
NRCC-LT-E (Created 7/18)

CERTIFICATE OF COMPLIANCE
Project Name: TRUCKEE DONNER PUD WAREHOUSE LIGHTING
Project Address: 11570 DONNER PASS ROAD, TRUCKEE, CA 896161

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT
Documentation Author Name: Joseph E. Ganser
Company: PK Electrical, Inc.
Address: 681 Sierra Rose Drive, Suite B
City/State/Zip: Reno/Nevada/89511

RESPONSIBLE PERSON'S DECLARATION STATEMENT
I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Joseph E. Ganser
Company: PK Electrical, Inc.
Address: 681 Sierra Rose Drive, Suite B
City/State/Zip: Reno/Nevada/89511

July 2018
A. General Information

Climate Zone: | Conditioned Floor Area: 9914 Sq Feet
Unconditioned Floor Area:

Building Type: | ☑ Nonresidential | ☐ High-Rise Residential | ☐ Hotel/Motel
☐ Schools | ☐ Relocatable Public Schools | ☑ Conditioned Spaces | ☐ Unconditioned Spaces
Phase of Construction: | ☐ New Construction | ☐ Addition | ☑ Alteration
Method of Compliance: | ☐ Complete Building | ☑ Area Category | ☐ Tailored

Project Address: 11570 Donner Pass Road, Truckee, CA 96161

B. Lighting Compliance Documents (select yes for each document included)

For detailed instructions on the use of this and all Energy Efficiency Standards compliance documents, refer to the Nonresidential Manual published by the California Energy Commission.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>FORM</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td></td>
<td>NRCC-LTI-01-E</td>
<td>Certificate of Compliance. All Pages required on plans for all submittals.</td>
</tr>
<tr>
<td>☑</td>
<td></td>
<td>NRCC-LTI-02-E</td>
<td>Lighting Controls, Certificate of Compliance, and PAF Calculation. All Pages required on plans for all submittals.</td>
</tr>
<tr>
<td>☑</td>
<td></td>
<td>NRCC-LTI-03-E</td>
<td>Indoor Lighting Power Allowance</td>
</tr>
<tr>
<td></td>
<td>☑</td>
<td>NRCC-LTI-04-E</td>
<td>Tailored Method Worksheets</td>
</tr>
<tr>
<td>☑</td>
<td></td>
<td>NRCC-LTI-05-E</td>
<td>Line Voltage Track Lighting Worksheets</td>
</tr>
<tr>
<td></td>
<td>☑</td>
<td>NRCC-LTI-06-E</td>
<td>Indoor Lighting Existing Conditions</td>
</tr>
</tbody>
</table>
C. Summary of Allowed Lighting Power

Conditioned and Unconditioned space Lighting must not be combined for compliance

<table>
<thead>
<tr>
<th>Indoor Lighting Power for Conditioned Spaces</th>
<th>Watts</th>
<th>Indoor Lighting Power for Unconditioned Spaces</th>
<th>Watts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Installed Lighting NRCC-LTI-01-E, Table H</td>
<td>+</td>
<td>3,924</td>
<td></td>
</tr>
<tr>
<td>2. Portable Only for Offices NRCC-LTI-01-E</td>
<td>+</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>3. Minus Lighting Control Credits NRCC-LTI-02-E</td>
<td>-</td>
<td>437.2</td>
<td></td>
</tr>
<tr>
<td>4. Adjusted Installed Lighting Power (row 1 plus row 2 minus row 3)</td>
<td>=</td>
<td>3,486.8</td>
<td></td>
</tr>
</tbody>
</table>

COMPLIES

Complies ONLY if Installed ≤ Allowed (Box 04 ≤ Box 05)

<table>
<thead>
<tr>
<th>Allowed Lighting Power</th>
<th>Watts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conditioned NRCC-LTI-03-E</td>
<td>5,948.39990234</td>
</tr>
<tr>
<td>Unconditioned NRCC-LTI-03-E</td>
<td></td>
</tr>
</tbody>
</table>

D. Declaration of Required Certificates of Installation

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>Form/Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td></td>
<td>NRRLTI-01-E - Must be submitted for all buildings</td>
</tr>
<tr>
<td>☑</td>
<td></td>
<td>NRRLTI-02-E - Must be submitted for a lighting control system, or for an Energy Management Control System (EMCS), to be recognized for compliance.</td>
</tr>
<tr>
<td>☑</td>
<td></td>
<td>NRRLTI-03-E - Must be submitted for a line-voltage track lighting integral current limiter, or for a supplementary overcurrent protection panel used to energize only line-voltage track lighting, to be recognized for compliance.</td>
</tr>
<tr>
<td>☑</td>
<td></td>
<td>NRRLTI-04-E - Must be submitted for two interlocked systems serving an auditorium, a convention center, a conference room, a multipurpose room, or a theater to be recognized for compliance.</td>
</tr>
<tr>
<td>☑</td>
<td></td>
<td>NRRLTI-05-E - Must be submitted for a Power Adjustment Factor (PAF) to be recognized for compliance.</td>
</tr>
<tr>
<td>☑</td>
<td></td>
<td>NRRLTI-06-E - Must be submitted for additional wattage installed in a video conferencing studio to be recognized for compliance.</td>
</tr>
</tbody>
</table>
E. Declaration of Required Certificates of Acceptance

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>Form/Title</th>
<th>Field Inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td></td>
<td>NRCA-LTI-02-A - Must be submitted for occupancy sensors and automatic time switch controls.</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td></td>
<td>NRCA-LTI-03-A - Must be submitted for automatic daylight controls.</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td></td>
<td>NRCA-LTI-04-A - Must be submitted for demand responsive lighting controls.</td>
<td></td>
</tr>
<tr>
<td>☑</td>
<td></td>
<td>NRCA-LTI-05-A - Must be submitted for institutional tuning power adjustment factor (PAF).</td>
<td></td>
</tr>
</tbody>
</table>

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

☑ CONDITIONED SPACE
☐ UNCONDITIONED SPACE

F. Indoor Lighting Schedule and Field Inspection Energy Checklist

☑ The actual indoor lighting power listed on the next 2 pages includes all installed permanent and planned portable lighting systems.
☐ When Complete Building Method is used for compliance, list each different type of luminaire on separate lines.
☑ When Area Category Method or Tailored Method is used for compliance, list each different type of luminaire by each different function area on separate lines
☐ Also include track lighting in schedule, and submit the track lighting compliance document (NRCC-LTI-05-E) when line-voltage track lighting is installed.
### G. INSTALLED PORTABLE LUMINAIRES IN OFFICES - Exception to Section 140.6(a)—CONDITIONED SPACES

- This section shall be filled out ONLY for portable luminaires in offices (as defined in §100.1). All other planned portable luminaires shall be documented on next page of this compliance document.
- This section is used to determine if greater than 0.3 watts of portable lighting is planned for any office.
- Fill out a separate line for each different office. Small offices that are typical (having the same general and portable lighting) may be grouped together. This allowance shall not be traded between offices having different lighting systems.

<table>
<thead>
<tr>
<th>Office Portable Luminaires Schedule</th>
<th>Office Installed Portable Luminaires W/ft²</th>
<th>Office Location</th>
<th>Field Inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>02</td>
<td>03</td>
<td>04</td>
</tr>
<tr>
<td>Complete Luminaires Description</td>
<td>Watts per Luminaires</td>
<td>Number of Luminaires</td>
<td>Installed portable luminaire watts in this office (G02 x G03)</td>
</tr>
<tr>
<td>(i.e., LED, under cabinet, furniture mounted, direct/indirect)</td>
<td>N/A</td>
<td>0</td>
<td>1</td>
</tr>
</tbody>
</table>

Total installed portable luminaire watts that are greater than 0.3 W/ft² per office: 0

### H. INDOOR LIGHTING SCHEDULE AND FIELD INSPECTION—CONDITIONED SPACES

<table>
<thead>
<tr>
<th>Luminaire Schedule</th>
<th>Installed Watts</th>
<th>Location</th>
<th>Field Inspector¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>02</td>
<td>03</td>
<td>04</td>
</tr>
<tr>
<td>Name or Item Tag</td>
<td>Complete Luminaires Description (i.e., 3 lamp fluorescent troffer, F32T8, one dimmable electronic ballast)</td>
<td>Watts per Luminaire</td>
<td>How wattage was determined</td>
</tr>
<tr>
<td>L1</td>
<td>4' LED HIGHBAY</td>
<td>112</td>
<td>☑</td>
</tr>
<tr>
<td>L2</td>
<td>4' LED HIGHBAY</td>
<td>96</td>
<td>☑</td>
</tr>
<tr>
<td>L3</td>
<td>4' LED STRIP LIGHT</td>
<td>21</td>
<td>☑</td>
</tr>
<tr>
<td>L4</td>
<td>4' LED STRIP LIGHT</td>
<td>35</td>
<td>☑</td>
</tr>
</tbody>
</table>

INSTALLED WATTS PAGE TOTAL: 3,924

CA Building Energy Efficiency Standards - 2016 Nonresidential Compliance
April 2017
| Project Name: TRUCKEE DONNER PUBLIC UTILITY DISTRICT WAREHOUSE LIGHTING DESIGN | Date Prepared: 9/5/19 |
## DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

1. I certify that this Certificate of Compliance documentation is accurate and complete.

   **Documentation Author Name:** Joseph E. Ganser
   **Company:** PK Electrical, Inc.
   **Address:** 681 Sierra Rose Drive, Suite B
   **City/State/Zip:** Reno/Nevada/89511

   **Signature Date:** 9/4/19
   **Signature Author Signature:**

## RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

   **Responsible Designer Name:** Joseph E. Ganser
   **Company:** PK Electrical, Inc.
   **Address:** 681 Sierra Rose Drive, Suite B
   **City/State/Zip:** Reno/Nevada/89511
   **Phone:** 775-826-9010
   **Date Signed:** 9/4/19
   **Signature Designer Signature:** 9/4/19
   **License:** 19761
A. Mandatory Lighting Control Declaration Statements  (Indicate if the measure applies by checking yes or no below.)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>Control Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Lighting shall be controlled by self-contained lighting control devices which are certified to the Energy Commission according to the Title 20 Appliance Efficiency Regulations in accordance with Section 110.9.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lighting shall be controlled by a lighting control system or energy management control system in accordance with §110.9. An Installation Certificate shall be submitted in accordance with Section 130.4(b).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>One or more Track Lighting Integral Current Limiters shall be installed which have been certified to the Energy Commission in accordance with §110.9 and §130.0. Additionally, an Installation Certificate shall be submitted in accordance with Section 130.4(b).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A Track Lighting Supplementary Overcurrent Protection Panel shall be installed in accordance with Section 110.9 and Section 130.0. Additionally, an Installation Certificate shall be installed in accordance with Section 130.4(b).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>All lighting controls and equipment shall comply with the applicable requirements in §110.9 and shall be installed in accordance with the manufacturer's instructions in accordance with Section 130.1.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>All luminaires shall be functionally controlled with manual ON and OFF lighting controls in accordance with Section 130.1(a).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>General lighting shall be separately controlled from all other lighting systems in an area. Floor and wall display, window display, case display, ornamental, and special effects lighting shall each be separately controlled on circuits that are 20 amps or less. When track lighting is used, general, display, ornamental, and special effects lighting shall each be separately controlled; in accordance with Section 130.1(a)(4).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The general lighting of any enclosed area 100 square feet or larger, with a connected lighting load that exceeds 0.5 watts per square foot shall meet the multi-level lighting control requirements in accordance with Section 130.1(b).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>All installed indoor lighting shall be equipped with controls that meet the applicable Shut-OFF control requirements in Section 130.1(c).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lighting in all Daylit Zones shall be controlled in accordance with the requirements in Section 130.1(d) and daylit zones are shown on the plans.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lighting power in buildings larger than 10,000 square feet shall be capable of being automatically reduced in response to a Demand Responsive Signal in accordance with Section 130.1(e).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Before an occupancy permit is granted for a newly constructed building or area, or a new lighting system serving a building, area, or site is operated for normal use, indoor lighting controls serving the building, area, or site shall be certified as meeting the Acceptance Requirements for Code Compliance in accordance with Section 130.4(a). The controls required to meet the Acceptance Requirements include automatic daylight controls, automatic shut-OFF controls, and demand responsive controls.</td>
</tr>
</tbody>
</table>
### B. Mandatory and Prescriptive Indoor Lighting Control Schedule, PAF Calculation, and Field Inspection Checklist—CONDITIONED SPACES

<table>
<thead>
<tr>
<th>Lighting Control Schedule</th>
<th>Standards Complying with</th>
<th>PAF Credit Calculation</th>
<th>Field</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Check all that apply or leave blank)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>03 04 05 06 07 08 09 10 11 12 13 14 15</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Type/Description of Lighting Control (i.e.: occupancy sensor, automatic time switch, dimmer, automatic daylight, etc.)</td>
<td># of Units</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$130.1(a)$</td>
<td>$130.1(b)$</td>
</tr>
<tr>
<td>WAREHOUSE</td>
<td>OCCUPANCY SENSOR</td>
<td>24 □ □ □ □ □ □ □ □ □ □ □</td>
<td>3,524</td>
</tr>
<tr>
<td>WAREHOUSE</td>
<td>PHOTOCELL</td>
<td>4 □ □ □ □ □ □ □</td>
<td>448</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. $130.1(a)$ = Manual area controls; $130.1(b)$ = Multi-Level; $130.1(c)$ = Auto Shut-Off; $130.1(d)$ = Automatic Daylight; $130.1(e)$ = Demand Response; $140.6(d)$ = Additional lighting controls installed to earn a PAF; $140.6(d)$ = Prescriptive Secondary Sidelite Daylight Controls.
2. Check Table 140.6-A for correct PAF. PAF’s shall not be traded between conditioned and unconditioned spaces. As a condition to earn a PAF, an Installation Certificate is also required to be filled out, signed, and submitted.
DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

1. I certify that this Certificate of Compliance documentation is accurate and complete.

   Documentation Author Name: Joseph E. Ganser
   Company: PK Electrical, Inc.
   Address: 681 Sierra Rose Drive, Suite B
   City/State/Zip: Reno/Nevada/89511
   Phone: 775-826-9010

Documentation Author Signature: [Signature]

RESPONSIBLE PERSON'S DECLARATION STATEMENT

1. I certify the following under penalty of perjury, under the laws of the State of California:
   1. The information provided on this Certificate of Compliance is true and correct.
   2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
   3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
   4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
   5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

   Responsible Designer Name: Joseph E. Ganser
   Company: PK Electrical, Inc.
   Address: 681 Sierra Rose Drive, Suite B
   City/State/Zip: Reno/Nevada/89511
   Phone: 775-826-9010

   Responsible Designer Signature: [Signature]
A. SUMMARY TOTALS OF LIGHTING POWER ALLOWANCES—CONDITIONED SPACES

- If using Complete Building Method for compliance, use only the total in column (a) as total allowed building watts.
- If using Area Category Method, Tailored Method, or a combination of Area Category and Tailored method for compliance, use only the total in column (b) as the total allowed building watts.

<table>
<thead>
<tr>
<th></th>
<th>(a)</th>
<th>(b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Complete Building Method Allowed Watts. Documented in section B of NRCC-LTI-03-E (below on this page)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2. Area Category Method Allowed Watts. Documented in C-1 of NRCC-LTI-03-E (below on this page)</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>3. Tailored Method Allowed Watts. Documented in section A of NRCC-LTI-04-E</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>TOTAL ALLOWED BUILDING WATTS.</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

- Check here if building contains both conditioned and unconditioned areas.

B. COMPLETE BUILDING METHOD LIGHTING POWER ALLOWANCE—CONDITIONED SPACES

<table>
<thead>
<tr>
<th></th>
<th>02</th>
<th>03</th>
<th>04</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPE OF BUILDING (from §140.6 Table 140.6-B)</td>
<td>WATTS PER ft²</td>
<td>COMPLETE BUILDING AREA</td>
<td>ALLOWED WATTS</td>
</tr>
<tr>
<td>01</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

C-1 AREA CATEGORY METHOD TOTAL LIGHTING POWER ALLOWANCES—CONDITIONED SPACES

<table>
<thead>
<tr>
<th>Watts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total from section C-2:</td>
</tr>
<tr>
<td>Total from section C-3:</td>
</tr>
<tr>
<td>Total Watts:</td>
</tr>
</tbody>
</table>

For Alterations Only - Reduced lighting power option (Total Allowed Watts x 0.85). Enter this value into Section A, Row 2 if using this option.
C-2 AREA CATEGORY METHOD GENERAL LIGHTING POWER ALLOWANCE—CONDITIONED SPACES

- Do not include portable lighting for offices. Portable lighting for offices shall be documented only in Section G of NRCC-LTI-01-E.
- Separately list lighting for each primary function area as defined in §100.1 of the Standards.

<table>
<thead>
<tr>
<th>01</th>
<th>02</th>
<th>03</th>
<th>04</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location in Building</td>
<td>Primary Function Area</td>
<td>WATTS PER ft²</td>
<td>AREA (ft²)</td>
</tr>
<tr>
<td>WAREHOUSE</td>
<td>Commercial and Industrial Storage</td>
<td>0</td>
<td>9,914</td>
</tr>
<tr>
<td>TOTALS:</td>
<td></td>
<td></td>
<td>9,914</td>
</tr>
</tbody>
</table>

C-3 AREA CATEGORY METHOD ADDITIONAL LIGHTING WATTAGE ALLOWANCE (from Table 140.6-C Footnotes)—CONDITIONED SPACES

<table>
<thead>
<tr>
<th>01</th>
<th>02</th>
<th>03²</th>
<th>04</th>
<th>05</th>
<th>06</th>
<th>07</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Function</td>
<td>Square Feet or Linear feet¹</td>
<td>Additional Watts Allowed</td>
<td>Wattage Allowance (02 x 03)</td>
<td>Description(s) and Quantity of Special Luminaire Types in each Primary Function Area</td>
<td>Total Design Watts³</td>
<td>ALLOWED WATTS Smaller of 04 or 06</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>TOTAL:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

1. Use linear feet only for additional allowance for white board or chalk board. All other additional Area Category allowances shall use watts per square foot.
2. Additional watts are available only when allowed according to the footnotes on bottom of Table 140.6-C, which include: Specialized task work; Ornamental lighting; Precision commercial and industrial work; Per linear foot of white board or chalk board; Accent, display and feature lighting; and Videoconferencing Studio lighting.
3. Luminaire classification and wattage shall be determined in accordance with §130.0(c) of the Standards.
**STATE OF CALIFORNIA**

**INDOOR LIGHTING POWER ALLOWANCE**

**CEC-NRCC-LTI-03-E (Revised 04/16)**

**CERTIFICATE OF COMPLIANCE**

Certificate of Compliance - Indoor Lighting Power Allowance

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>TRUCKEE DONNER PUBLIC UTILITY DISTRICT WAREHOUSE LIGHTING DESIGN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Prepared:</td>
<td>9/5/19</td>
</tr>
</tbody>
</table>

**DOCUMENTATION AUTHOR'S DECLARATION STATEMENT**

1. I certify that this Certificate of Compliance documentation is accurate and complete.

   **Documentation Author Name:** Joseph E. Ganser

   **Company:** PK Electrical, Inc.

   **Address:** 681 Sierra Rose Drive, Suite B

   **City/State/Zip:** Reno/Nevada/89511

   **Phone:** 775-826-9010

   **Signature Date:** 9/19/19

**RESPONSIBLE PERSON’S DECLARATION STATEMENT**

1. I certify the following under penalty of perjury, under the laws of the State of California:
   1. The information provided on this Certificate of Compliance is true and correct.
   2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
   3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
   4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
   5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

   **Responsible Designer Name:** Joseph E. Ganser

   **Company:** PK Electrical, Inc.

   **Address:** 681 Sierra Rose Drive, Suite B

   **City/State/Zip:** Reno/Nevada/89511

   **Phone:** 775-826-9010

   **Date Signed:** 9/19/19
### TRUCKEE DONNER PUBLIC UTILITY DISTRICT
### WAREHOUSE LIGHTING DESIGN

11570 Donner Pass Road, Truckee, CA 96161

**PERMIT DOCUMENTS**
9 SEPTEMBER 2019

<table>
<thead>
<tr>
<th>SITE LOCATION</th>
<th>OWNER</th>
<th>PROJECT INFORMATION</th>
<th>DRAWING SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT LOCATION: 11570 Donner Pass Road Truckee, CA 96161</td>
<td>TRUCKEE DONNER PUBLIC UTILITY DISTRICT</td>
<td>2018 INTERNATIONAL FIRE CODE</td>
<td>SHEET 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2018 CALIFORNIA BUILDING CODE</td>
<td>SHEET 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2018 CALIFORNIA ELECTRICAL CODE</td>
<td>SHEET 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2016 CALIFORNIA ENERGY CODE, TITLE 24</td>
<td>SHEET 4</td>
</tr>
</tbody>
</table>

**CONSULTANT**

PK Electrical, Inc.

ISSUED FOR PERMIT
T0.1
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>ELECTRICAL CONSTRUCTION SHALL COMPLY WITH ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED. WIRE AND CABLES SHALL BE installed IN AccordANCE WITH THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.2</td>
<td>THE PROPER APPROVAL OF ALL ELECTRICAL CONSTRUCTION MUST BE OBTAINED PRIOR TO THE START OF ANY WORK.</td>
</tr>
<tr>
<td>1.3</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.4</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.5</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.6</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.7</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.8</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.9</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.10</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.11</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.12</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.13</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.14</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.15</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.16</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.17</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.18</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.19</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.20</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.21</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.22</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.23</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.24</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.25</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.26</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.27</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.28</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.29</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
<tr>
<td>1.30</td>
<td>THE INSTALLER SHALL COMPLY WITH THE REQUIREMENTS OF THE ELECTRICAL CODES OF THE COMMUNITY WHERE THE CONSTRUCTION IS TO BE LOCATED.</td>
</tr>
</tbody>
</table>