

**CITY OF PETALUMA
PETALUMA, CALIFORNIA**

**CONTRACT DOCUMENTS FOR
PETALUMA COMMUNITY CENTER – ROOF
GUTTER REPLACEMENT AND MODIFICATION
AND STOREFRONT WINDOW REPLACEMENT
PROJECT C16201304**

(Notice Inviting Bids, Instructions to Bidders, Bid Forms, General Conditions,
Special Provisions, Technical Specifications, Construction Agreement,
Bond Forms, Project Drawings)

CITY OF PETALUMA - SONOMA COUNTY - CALIFORNIA

Questions concerning interpretation of improvement plans, special provisions,
contract documents and bid items shall be directed to:

***Department of Public Works and Utilities
202 N. McDowell Boulevard
Petaluma, CA. 94954
Phone: (707) 778-4546 Fax: (707) 206-6034***

Attention: Diane Ramirez

Office Hours: Monday thru Thursday - 8:00 to 5:00 p.m.
Friday – 8:00 to 4:00 p.m.

Bid Opening: June 1, 2023 at 1:30 p.m.

TABLE OF CONTENTS

SECTION	DESCRIPTION
	Notice Inviting Bids Instruction to Bidders
I.	BID FORMS (To Be Submitted With Bids) Non-Collusion Affidavit Bid Proposal Certificate (if Corporation/if Partnership/if Joint Venture) Proposal Bid Schedule List of Subcontractors List of Materials, Suppliers and Material Guarantee Questionnaire and Financial Assurance Statement Form Site Visit Affidavit Statement of Qualifications Bid Bond
II.	GENERAL CONDITIONS Article 1: Definitions Article 2: Preliminary Matters Article 3: Intent and Use of Contract Documents Article 4: Site of the Work Article 5: Bonds and Insurance Article 6: Contractor's Responsibilities Article 7: Other Work Article 8: City's Responsibilities Article 9: Engineer's Status During Construction Article 10: Changes in the Work Article 11: Change of Contract Price Article 12: Change of Contract Times Article 13: Inspections and Tests; Correction, Removal or Acceptance of Defective Work Article 14: Payments to Contractor and Completion Article 15: Suspension of Work and Termination Article 16: General Terms Article 17: California State Requirements
III.	SPECIAL PROVISIONS 3-1 Description of Work 3-2 Order of Precedence of Contract Documents 3-3 Cooperation 3-4 Obstructions 3-5 Control of Work/Order of Work

III. SPECIAL PROVISIONS (continued)

3-6	Control of Materials
3-7	Schedule
3-8	Superintendence
3-9	Safety Requirement
3-10	Project Appearance
3-11	Responsibility for Damage
3-12	Guarantee of Work
3-13	Notice of Potential Claim
3-14	Site Management
3-15	Hours of Work
3-16	Record (“As-Built”) Drawings
3-17	Beginning of Work, Time Completion and Liquidated Damages
3-18	Item Increases and Decreases
3-19	Wage Rates
3-20	Job Site Notices
3-21	Cost of Work (Based on Time and Materials)
3-22	CA Dept. of Industrial Relations Registration Compliance
3-23	Measurement and Payment

IV. TECHNICAL SPECIFICATIONS AND PLAN SET – ROOF GUTTER

Petaluma Community Center Roof Repairs Plan Set

V. TECHNICAL SPECIFICATIONS – STOREFRONT WINDOW REPLACEMENT

Specifications for the Petaluma Community Center Storefront Replacement Project

VI. PLAN SET – STOREFRONT WINDOW REPLACEMENT

Petaluma Community Center Storefront Replacement Plan Set

VII. CONSTRUCTION AGREEMENT

Agreement
Faithful Performance Bond
Labor and Materials Bond
Maintenance Bond

NOTICE INVITING BIDS

1. **RECEIPT OF BIDS:** Sealed Bids will be received at the office of the City Clerk of the City of Petaluma located at 11 English Street, Room 4, Petaluma, CA 94952-2610, until 1:30 PM (enter time) on Thursday, June 1, 2023, for the Petaluma Community Center Roof Gutter Replacement and Modification, and Storefront Window Replacement Project. Any Bids received after the specified time and date will not be considered. Fax and other electronically transmitted Bids will not be accepted.
2. **OPENING OF BIDS:** The Bids will be publicly opened and read at 1:30 PM (enter time) on Thursday, June 1, 2023 at the above-mentioned office of the CITY. The CITY reserves the right to postpone the date and time for opening of Bids at any time prior to the aforesaid date and time.
3. **COMPLETION OF WORK:** The WORK must be completed with twenty (20) working days after the commencement date stated in the Notice to Proceed.
4. **DESCRIPTION OF WORK:** The WORK includes removal and replacement of the roof gutter over the Assembly Hall, modification of the building exterior cladding at the Club Room, and relacement of the existing storefront window assemblies as shown on the plans at the City of Petaluma Community Center.
5. **SITE OF WORK:** The site of the WORK is located: 320 North McDowell Blvd., Petaluma, CA 94954.
6. **OBTAINING CONTRACT DOCUMENTS:** The Contract Documents are entitled “Petaluma Community Center Roof Gutter Replacement and Modification and Storefront Window Replacement Project”.

The Contract Documents may be obtained by 4:00 P.M., Monday through Thursday at the office of Public Works & Utilities, 202 North Mc Dowell Boulevard, Petaluma, CA 94954.

If you would like to receive the bid document via the CITY’s website, at no cost, please go to:

- <https://cityofpetaluma.org/bid-opportunities-2/>
- Fill out the Plan Holder’s form by clicking on the Plan Holder’s form link
- Fill in all fields
- Click on the submit button at the end of the form

Submit the Plan Holder’s form on-line automatically puts you on the CITY’s Bidders List and you will be notified of any Addendums or information pertaining to the bis by email.

If you would like to purchase bid documents, please call Phone No. 707-778-4585, Attention: Tiffany Avila, upon payment of \$50.00 (non-refundable) for each set of Contract Documents (including technical specification and accompanying reduced scale drawings).

The scale of the reduced drawings is about one-half of the original scale. At the Bidder's request and expense, the Contract Documents may be sent by overnight mail.

- Full-scale drawings are not available.
- If full-scale drawings are available and desired, they may be purchased at reproduction cost from _____.

- 7. BID SECURITY:** Each Bid shall be accompanied by a certified or cashier's check or Bid Bond executed by an admitted surety in the amount of 10% percent of the Total Bid Price payable to the City of Petaluma as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it. Upon acceptance of the Bid, if the Bidder refuses to or fails to promptly execute the Agreement the Bidder's security shall be forfeited to the CITY.
- 8. CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Public Contract Code Section 3300, the CITY has determined that the CONTRACTOR shall possess a valid Class A, B, C-17, C-39, or C-43 license at the time that the Contract is awarded. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of award pursuant to labor Code Section 1725.5, subject to limited legal exceptions.
- 9. PREFERENCE FOR MATERIAL:** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal" or "or equivalent" is intended only to indicate quality and type of item desired. Substitute products will be considered prior to award of the Contract in accordance with Section 3400 of the California Public Contract Code. The Bidder will submit data substantiating its request for a substitution of "an equal" item within 14 days following submission of its Bid. Substantiation date will conform to the requirements of the instructions for Proposed Substitutions of "or equal" items contained in the bid Forms. The ENGINEER will make a determination of approval or rejection of the proposed substitution prior to the award of the Contract. No request for substitution of "an equal" items will be considered by the ENGINEER after award of the Contract. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code Section 3400(c).
- 10. REJECTION OF PROPOSALS:** The CITY reserves the right to reject all or any part of all bids submitted, waive informalities and irregularities, and will not, to the extent allowed by law, be bound to accept the lowest bid.
- 11. BIDS TO REMAIN OPEN:** The Bidder shall guarantee the total bid price for a period of 90 calendar days from the date of bid opening.

12. CALIFORNIA PREVAILING WAGE RATE REQUIREMENTS: In accordance with the provisions of California Labor Code Sections 1770,1773, 1773.1, and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the WORK is to be performed. A copy of said wage rates is on file at the office of the City Clerk and is available to any interested party upon request. A copy of the prevailing rate of per diem wages are also online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. It shall be mandatory upon the CONTRACTOR to whom the WORK is awarded and upon any subcontractor under the CONTRACTOR to pay not less than said specified rates to all workers employed by them in the execution of the WORK. The Contract will be subject to compliance monitoring and enforcement by the Department of Industrial Relations under labor Code Section 1771.4. Additionally, CONTRACTOR shall post job sit notices s required by Labor Code section 1771.4.

13. LABOR COMPLIANCE PURSUANT TO CALIFORNIA LABOR CODE §1771.1: A contractor of subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirement of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in Division 2, Part 7, Chapter 1 of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time contract is awarded.

14. RETAINAGE FROM PAYMENTS: The CONTRACTOR may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the CITY, by depositing securities of equivalent value with the CITY in accordance with the provisions of Section 22300 of the Public Contract Code. Alternatively, the CONTRACTOR may request, and the CITY shall make payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investments of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms as provided in Section 22300 of the Public Contract Code for securities deposited by the CONTRACTOR. The CONTRACTOR shall be responsible for paying all fees for the expense incurred by the escrow agent in administering the escrow account and all expenses of the CITY. These expenses and payment terms shall be determined by the CITY's Finance Director or their designee and the escrow agent. Upon satisfactory completion of the WORK, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of Section 22300 of the Public Contract Code. Such securities, if deposited by

the CONTRACTOR, shall be valued by the CITY, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters or credit, or any other security mutually agreed to by the CONTRACTOR and the CITY.

15. PAYMENT BOND: Pursuant to and in accordance with California Civil Code Section 9550, a payment bond must be filed if the expenditure for the WORK is in excess of Twenty-Five Thousand Dollars (\$25,000.00).

16. PRE-BID CONFERENCE VISITS: [At least one box below MUST be checked]

- Check if no pre-bid conference/site is to be held.
- Mandatory pre-bid conference/site visit to be held: Prospective bidders are required to attend a mandatory pre-bid conference/site visit at (enter time) on , at the , offices at . Prospective bidders that fail to attend the mandatory pre-bid conference/site visit will be ineligible to bid on the project. Following the conference at City offices, City staff and prospective bidders will meet at the project Site.

Transportation to the project site will be the responsibility of prospective bidders. The purposes of the conference/site visit are to discuss the scope of the project and bidding requirements and to acquaint bidders with Site conditions.

No information communicated at the pre-bid conference/site visit may amend the project bidding requirements. Project bidding requirements may only be amended by addenda issued by authorized City officials. Following the pre-bid conference/site visit, prospective bidders may submit detailed technical questions in writing. If warranted, the City may respond to such questions by addenda.

- Non-Mandatory pre-bid conference/site visit to be held: Prospective bidders are invited to attend a non-mandatory pre-bid conference/site visit at 10:00 AM (enter time) on Wednesday, May 17, 2023 at the Petaluma Community Center located at 320 N McDowell Blvd. Following the conference at City offices, City staff and prospective bidders will meet at the project Site. Transportation to the project site will be the responsibility of prospective bidders. The purposes of the conference/site visit are to discuss the scope of the project and bidding requirements, and to acquaint bidders with Site conditions.

No information communicated at the pre-bid conference/site visit may amend the project bidding requirements. Project bidding requirements may only be amended by addenda issued by authorized City officials. Following the pre-bid conference/site visit, prospective bidders may submit detailed technical questions in writing. If warranted, the CITY may

respond to such questions by addenda.

17. PROJECT ADMINISTRATION: All communications relative to the WORK shall be directed to the ENGINEER prior to opening of the Bids.

18. FINDING OF SUBSTANTIAL COMPLEXITY: Pursuant to Public Contract Code Section 7201(b)(3) the CITY's Public Work's Director has found that the WORK is substantially complex due to: the amount of technical and scientific knowledge needed to complete the project; the amount of resources needed to complete the project including amount of days, workers, and labor; the urgency for project completion; the amount of tasks needed to complete the project; the number of organizational stakeholders needed to satisfy; the environmental complexity of the conditions; and in particular the importance of the project to prevent further damage to the existing buildings and therefore this is a unique project that is not regularly performed and requires a higher retention amount than 5 percent.

Notwithstanding Public Contract Code Section 7201 or any other law or regulation that purports to provide otherwise, public contracting is a quintessential municipal affair, subject to charter cities' home rule power, and the California Constitution grants charter cities supreme authority over municipal affairs, which include public Works, procurement, and the mode of municipal contracting (See, Public Contract Code Section 1100.7 and e.g., *Bishop v. City of San Jose* (1969) 1 C3rd 56), and it is the courts, not the legislature, that determines which matters are municipal affairs (see, e.g., *California Federal Savings and Loan v. City of Los Angeles* (1991) 54 C3d 1); and

Article X, Section 67 of the Petaluma Charter provides in pertinent part:

...no progressive payments can be provided for or made at any time which, with prior payments, if there have been such, shall exceed in amount at that time ninety percent of the value of the labor done and the materials used up to that time, and no contract shall provide for or authorize or permit or permit the payment of more than ninety percent of the contract price before the completion of the work done under said contract and the acceptance thereof...; and

City charters are documents of limitation and a restriction on the City Council's powers imposed by the voters (see, e.g., *City of Glendale v. Trondsen* (1957) 48 C2d 93) and, as a result, the City Council's contracting power is limited by the retention requirement in Article X, Section 67, and the City Council and City Council and City staff lack the power to provide for public works contract retention other than as specified in the City Charter.

19. GOVERNMENT CODE SECTION 1090: The successful Bidder may be precluded from competing for, or participating in, subsequent contracts that result from or relate to the WORK performed pursuant to this Bid. The ethics laws that apply to the City and all its consultants, contractors, and vendors include California

Government Code Section 1090 and following, which prohibits government officials, employees, and contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. Because City contractors always have a financial interest in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be “making a government contract” in a quasi-governmental capacity for purposes of Section 1090. Section 1090 prohibits City contractors from using their role as a contractor to influence how the City spends the public’s funds in a way that benefits the contractor. Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.

NAME: Diane Ramirez, Project Manager
ADDRESS: 202 N McDowell Blvd
Petaluma, CA
94954
PHONE: 707-975-5163

20. CITY’S RIGHTS RESERVED: The CITY reserves the right to reject any or all bids, to waive any minor irregularity in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the CITY.

CITY: Petaluma

BY: 

DATE: May 1, 2023

END OF INVITING BIDS

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS.** Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a Bid directly to CITY, as distinct from a sub-bidder, who submits a price or quote to a Bidder.
2. **LOCAL BUSINESS LICENSE.** All CONTRACTORS, including subcontractors, not already having a local business license for the work contemplated, will be required to secure the appropriate license before a Contract can be executed.
3. **INTERPRETATIONS AND ADDENDA.**
 - 3.1 All questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER. Additions, deletions, or revisions to the Contract Documents considered necessary by the ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the ENGINEER as having received the Contract Documents. Questions received less than 14 days prior to the date of Bids may not be answered. Only answers to such questions issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - 3.2 Addenda may also be issued to make other additions, deletions, or revisions to the Contract Documents.
 - 3.3 Bidders shall make no special interpretation or inference of intent from differing formats in the Technical Specifications.
4. **BIDDER’S EXAMINATION OF CONTRACT DOCUMENTS AND SITE.**
 - 4.1 It is the responsibility of each Bidder before submitting a Bid:
 - A. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including “technical” data referred to below);
 - B. To visit the site to become familiar with local conditions that may affect cost, progress, or performance of the WORK;
 - C. To consider federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the WORK;
 - D. To study and carefully correlate the Bidder’s observations with the Contract Documents; and

- E. To notify the ENGINEER of all conflicts, errors, ambiguities, or discrepancies in or between the Contract Documents and such other related data.
- 4.2 Reference is made to the Supplementary General Conditions for identification of:
- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the ENGINEER in the preparation of the Contract Documents.
 - B. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Utilities) which are at or contiguous to the site which have been utilized by the ENGINEER in the preparation of the Contract Documents.
 - C. Those environmental reports or drawings relating to Asbestos, Hazardous Waste, PCBs, Petroleum, and/or Radioactive Materials identified at the site which have been utilized by the ENGINEER in the preparation of the Contract Documents.
 - D. The ENGINEER makes no representation as to the completeness of the reports or drawings referred to in Paragraphs 4.2A, 4.2B, and 4.2C. above or the accuracy of any data or information contained therein. The Bidder may rely upon the accuracy of the technical data contained in such reports and drawings. However, the Bidder may not rely upon any interpretation of such technical data, including any interpretation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.
- 4.3 Copies of reports and drawings referred to in Paragraph 4.2 will be made available by the CITY to any Bidder on request, if said reports and drawings are not bound herein. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, are incorporated herein by reference.
- 4.4 Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the site are based upon information and data furnished to the ENGINEER by the owners of such Underground Utilities or others, and the CITY does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions.
- 4.5 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Utilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- 4.6 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface,

subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.

- 4.7 On request a minimum of 2 working days in advance, the ENGINEER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Location of any excavation or boring shall be subject to prior approval of ENGINEER and applicable agencies. Bidder shall fill all holes, restore all pavement to match existing structural section, and shall clean up and restore the site to its former condition upon completion of such explorations. ENGINEER reserves the right to require Bidder to execute an Access Agreement with the CITY prior to accessing the site.
- 4.8 The lands upon which the WORK is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the CITY unless otherwise provided in the Contract Documents.
- 4.9 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Paragraph 4 and the following:
 - A. That the Bid is premised upon performing the WORK required by the Contract Documents without exception and such means, methods, techniques, sequences, or procedures of construction (if any) as may be required by the Contract Documents;
 - B. That Bidder has given the ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the Bidder; and
 - C. That the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.
5. **BID FORMS.** The Bid shall be submitted on the Bid Forms provided by the City. All blanks on the Bid Forms shall be completed in ink. All names must be printed below the signatures. The Bid shall be submitted in a sealed envelope which shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "BID FOR" followed by the title of the Contract Documents for the WORK, the name of the CITY, the address where Bids are to be delivered or mailed to, and the date and hour of opening of Bids.

- 5.2 The Bid must set forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the WORK, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the WORK according to detailed Drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
6. CERTIFICATES.
- 6.1 Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.
- 6.2 Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.
- 6.3 Bids by joint venture must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.
7. DISQUALIFICATION OF BIDDERS. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the CITY believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the CITY believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the WORK. If a Bidder is not registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 and Section 1771.1, then the Bid may be rejected as non-responsive.
8. QUANTITIES OF WORK. The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the WORK by an amount up to and including 25 percent of any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Bid price.

9. **SUBSTITUTE OR “OR EQUAL” ITEMS.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a particular manufacturer and the name is followed by the words “or equal”, the Bidder may write the name of a substitute manufacturer (which the Bidder considers as an “or equal”) in the List of Proposed Substitutions in the Bid Forms. The ENGINEER will make a determination of approval or rejection of the proposed substitution prior to award of the Contract. No request for substitution of an “or equal” item will be considered by the ENGINEER after award of the Contract. The procedure for the submittal of substitute or “or equal” products is contained in the Bid Forms. The Bidder shall not be relieved of any obligations of the Contract Documents or be entitled to an adjustment in the Contract Price in the event any proposed substitution is not approved.
10. **COMPETENCY OF BIDDERS.** In selecting the lowest responsive, responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the WORK covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder’s experience as of recent date including: (a) all projects worked on by the Bidder over the past three (3) years including the contract amount for each project; (b) all complaints made against the Contractor’s license in the past ten (10) years; and (c) all claims and lawsuits presented or filed in the last five (5) years, regardless of the form, regarding any public works project.
11. **SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder’s sole responsibility to see that its Bid is received in proper time and at the proper place.
12. **BID SECURITY, BONDS, AND INSURANCE.** Each Bid shall be accompanied by a certified or cashier’s check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the CITY and shall be given as a guarantee that the Bidder, if awarded the WORK, will enter into an Agreement with the CITY and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the CITY. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein. Bid Bonds shall comply with the requirements applicable to payment and performance bonds in the General Conditions.
- 12.1 **BIDDING CAPACITY.** Each Bid shall be accompanied by a list of the projects currently being worked on by Bidder, their size, contract price, scheduled completion date, location, and owner. Additionally, Bidder shall provide certified evidence of its current bonding capacity.
13. **DISCREPANCIES IN BIDS.** In the event there is more than one Bid item in a Bid Schedule, the Bidder shall furnish a price for all Bid Items in the Schedule, and failure to do so will render the Bid non-responsive and shall cause its rejection. In the event there are unit price Bid items in a Bidding schedule and the amount indicated for a unit price Bid item does not equal the product of the unit price and quantity, the unit price shall

govern and the amount will be corrected accordingly, and the BIDDER shall be bound by said correction. In the event there is more than one Bid item in a Bid Schedule and the total indicated for the Schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the Schedule will be corrected accordingly, and the BIDDER shall be bound by said correction.

14. **MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.** Unauthorized conditions, limitations, or provisos attached to the Bid shall render it informal and may cause its rejection as being non-responsive. The Bid forms shall be completed without interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic, or telephonic Bids or modifications will not be considered.
15. **WITHDRAWAL OF BID.** The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.
16. **BID PROTEST.** Any Bid protest must be submitted in writing to the City Manager before 5:00 p.m. on the fifth (5th) working day following Bid opening.
 - A. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation.
 - B. The party filing the protest must have actually submitted a Bid for the WORK. A subcontractor of a party submitting a Bid for the WORK may not submit a Bid protest. A party may not rely on the Bid protest submitted by another Bidder, but must timely pursue its own protest.
 - C. The protest must refer to the specific portion of the bid document which forms the basis for the protest.
 - D. The protest must include the name, address and telephone number of the person representing the protesting party.
 - E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - F. The CITY will give the protested Bidder five (5) working days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with delivery to the CITY.

- G. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.
- H. If the CITY determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards.
17. **AWARD OF CONTRACT.** Award of the contract, if awarded, will be made to the lowest responsive, responsible Bidder whose Bid complies with the requirements of the Contract Documents. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule. In the event the WORK is contained in more than one Bid Schedule, the CITY may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded. The CITY may condition the award upon the Bidder's timely submission of all items required by the Contract Documents, including, but not limited to the executed Agreement, performance, labor and materials, and maintenance bonds, and required certificates of insurance and endorsements.
18. **RETURN OF BID SECURITY.** Within 14 days after award of the contract, the CITY will, if requested, return the Bid securities accompanying such Bids that are not being considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned, if requested, to the respective Bidders whose Bids they accompany.
19. **EXECUTION OF AGREEMENT.** The Bidder to whom award is made shall execute a written Agreement with the CITY on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within five (5) working days after receipt of Notice of Award from the CITY. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the CITY may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the CITY.
20. **LIQUIDATED DAMAGES.** Provisions for liquidated damages, if any, are set forth in the Agreement.

21. **WORKERS' COMPENSATION REQUIREMENT.** The Bidder should be aware that in accordance with Section 3700 of the California Labor Code it will, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Workers' Compensation Certification in the form contained in these Contract Documents.
22. **NON-COLLUSION AFFIDAVIT.** Bidders must execute the following affidavit and submit the same with his/her bid:
23. **MATERIALS SUPPLIERS LIST.** Bidders and their subcontractors must complete the List of Materials Suppliers and Material Guarantee form provided with the Bid Forms and must submit the completed form with the Bid.

END OF INSTRUCTIONS TO BIDDERS

BID PROPOSAL CERTIFICATE
(if Partnership)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____
_____,
a partnership existing under the laws of the State of _____, held
on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as the
General Partner of the Partnership, be and is hereby authorized to execute the Bid
Proposal dated _____, 20____, for the _____
project, in the City of Petaluma and that his/her execution thereof, attested by the
_____ shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of
_____, 20____.

Partner

(SEAL)

SECTION I

BID FORMS

(TO BE SUBMITTED WITH BIDS)

BIDDER'S AFFIDAVIT OF NON-COLLUSION SUBMITTED WITH BID

_____, [Contractor] hereby declares that:

He or she is _____ [title/position] of _____, [company name] the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Dated: _____

Signature

Public Contract Code section 7106
Code of Civil Procedure section 2015.5

END OF BIDDER'S AFFIDAVIT OF NON-COLLUSION SUBMITTED WITH BID

PROPOSAL

To the City Council of the City of Petaluma:

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the plans and specifications, and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said plans, specifications, and special provisions for the unit or lump sum prices set forth in the attached Bid Schedule.

It is understood and agreed that the undersigned shall complete the work of the contract within the time provided for in the Contract Documents and Specifications governing said work.

If awarded the contract, the undersigned hereby agrees to sign said contract and to furnish the necessary bonds, insurance certificates and agreements within five (5) working days after receipt of Notice of Award of said contract from the City.

The undersigned has examined the location of the proposed work and is familiar with the plans, specifications and other contract documents and the local conditions at the place where the work is to be done.

The undersigned has checked carefully all the figures on the attached Bid Schedule and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up the bid.

Enclosed find bidder's bond, certified check, or cashier's check no. _____ of the _____ (Company) (Bank) for _____ Dollars (\$_____).

This project requires a Class A, B, C-17, C-39 or C-43 California State Contractor's License.

Contractor's License No. _____ License Class _____

Expiration Date of Contractor's License _____

This project requires registration with the California State Department of Industrial Relations.

Public Works Contractor Registration No. _____

Registration Date _____ Expiration Date _____

A bid submitted to a public agency by a contractor who is not licensed and not registered shall be considered non-responsive and shall be rejected by the public agency. The undersigned contractor declares that the contractor's license number, public work contractor registration number, and expiration dates stated herein are made under penalty of perjury under the laws of the State of California.

Contractor: _____

Signed by: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Dated this _____ day of _____, 20____.

END OF PROPOSAL

BID SCHEDULE

PETALUMA COMMUNITY CENTER GUTTER REPLACEMENT AND MODIFICATION

Item No.	Description	Unit	Qty	Unit Price	Total Price
1	Replace Gutter Over Assembly Hall	LS	1		
2	Modify Exterior Building Cladding at Club Room	LS	1		
3	Replace Storefront Window "D" and Door Assembly "1" at South Elevation of Club Room	EA	1		
4	Replace Storefront Window Assembly "A", "B" and "C" at South Elevation of Club Room	EA	3		
5	Replace Storefront Window "J" and Door Assembly "2" at North Elevation Facing Courtyard	EA	1		
6	Replace Storefront Window Assembly "F", "G" and "H" Facing Courtyard	EA	3		
7	Replace Storefront Window Assembly "E" at South Entry Lobby	EA	1		
8	Painting of Exterior and Interior Areas Affected by Repairs	LS	1		
	Base Bid		\$		

*Note: In case of error in extension of price into the total price column, the unit price will govern.

Total Amount of Bid (written in words) is: _____ _____ Dollars and _____ Cents. In the event of discrepancy between words and figures, the words shall prevail. \$ _____ _____ Figures

Note: **The award of the contract shall be awarded to the lowest price of the base bid.**

Address of Bidder

Signature of Bidder

City

Name of Bidder (Print)

Telephone Number of Bidder

Fax Number of Bidder

Contractor's License Number

License's Expiration Date

Addendum Acknowledgement

Addendum No. 1 Signature Acknowledging Receipt: _____ Date: _____

Addendum No. 2 Signature Acknowledging Receipt: _____ Date: _____

Addendum No. 3 Signature Acknowledging Receipt: _____ Date: _____

LIST OF SUBCONTRACTORS

In accordance with Section 4104 of the Public Contracting Code of the State of California, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price or, in the cases of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor’s total bid or ten thousand dollars (\$10,000), whichever is greater. In each such instance, the nature and extent of the work to be performed shall be described.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor’s total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself. The subcontracting of work for which no subcontractor was designated in the original bid and which is in excess of one-half of one percent of the total contract price, will be allowed only with the written consent of the City.

Name of Subcontractor	Address of Office, Mill, or Shop	Description of Work to be Performed (also show Bid Schedule Item Number)	Public Works Contractor Registration Number
--------------------------------------	---	---	--

LIST OF MATERIAL SUPPLIERS AND MATERIAL GUARANTEE

The bidder is required to name the make and supplier of the material items listed below to be furnished under these specifications. The bidder shall name a manufacturer for each item and the supplier of the item if the supplier is not the manufacturer. The naming of more than one supplier for a single item or naming a supplier followed by the words “or equal” will not be acceptable. Substitution of any listed supplier following submission of this form with the Bid shall only be permitted as authorized by the Engineer pursuant to Section 6.3 of the General Conditions.

Failure to complete this form and submit it with the bid proposal may cause the proposal to be rejected as being incomplete and not responsive to the solicitation.

Item	Supplier & Manufacturer	Address
Sealant 1		
Sealant 2		
Sealant 3		
Joint Isolation		
Joint Backing		
Primer Paint		
Paint		
Waterproof Membrane 1		
Waterproof Membrane 3		
Water-Resistive Barrier		
Sheet Metal Flashing and Trim		
Insect Screen		
Galvanized Sheet Metal		
Gutter Supports		

Downspout Supports

Fasteners

Expansion Joint

Diverters

Protective Backing Paint

Glass and Aluminum Door

Flashing

Concealed Flashing

Fastners

Permieter Sealant

Door Hardware

Locksets

Exit Devices

Closers

Weatherstripping

Glazing Sealant

Compression Gaskets

MATERIAL GUARANTEE

In addition to completion of the list of material suppliers on the Material Suppliers form, the bidder may be required to furnish prior to award of contract, a complete statement of the origin, composition and manufacturer of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to test, provided for in these specifications or in the Special Provisions to determine their quality and fitness for the work.

END OF
LIST OF MATERIAL SUPPLIERS AND MATERIAL GUARANTEE

QUESTIONNAIRE AND FINANCIAL ASSURANCE STATEMENT

The following statements as to experience and financial qualifications of the Proposer are submitted in conjunction with the proposal as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Proposer.

The Proposer has been engaged in the contracting business under the present business for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The Proposer, as a contractor, has never failed to satisfactorily complete a contract awarded to contractor, except as follows:

List all claims and lawsuits presented or filed in the last five (5) years, regardless of the form, regarding any public works project:

The following contracts for work have been completed in the last three (3) years for the persons, firm or authority indicated and to whom reference is made:

<u>Year</u>	<u>Type of Work-Size, Length and Contract Amount</u>	<u>Location and For Whom Performed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The following complaints have been made against the Proposer's contractor's license within the past ten (10) years:

Date: _____ Nature of Complaint _____

Reference is hereby made to the following bank or banks as to the financial responsibility of the proposer:

NAME OF BANK	ADDRESS

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the proposer:

NAME OF SURETY COMPANY:

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

SIGNATURE OF PROPOSER

DATE

NAME OF PROPOSER

END OF
QUESTIONNAIRE AND FINANCIAL STATEMENT FORM

**SITE VISIT AFFIDAVIT
TO BE EXECUTED
BY BIDDER, NOTARIZED AND SUBMITTED WITH BID**

(To Accompany Bid)

State of California)
) ss.
County of)

_____, **being first duly sworn**, deposes and says that he or
(Contractor's Authorized Representative)

she is

_____ of _____, the party making the foregoing
(Title of Representative) (Contractor's Name)

bid, has visited the Site of the Work as described in the Contract and has examined and familiarized themselves with the existing conditions, as well as all other conditions relating to the construction which will be performed. The submitting of a bid shall be considered an acknowledgement on the part of the Bidder of familiarity with conditions at the site of Work. The Bidder further acknowledges that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress or performance of the Work.

Signature Name of Bidder

STATEMENT OF QUALIFICATIONS

The apparent low Bidder shall submit a Statement of Qualifications as specified herein as a submittal to the City within 24 hours of the bid opening.

- A. The following are minimum requirements for the Bidder to be found responsible to perform the Work. Bidder's compliance with the minimum qualification requirements will be measured by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work. If Bidder subcontracts portions of the Work, City, in its determination of whether the minimum qualification requirements have been met, will consider the qualifications of the Subcontractor's supervisory personnel.
1. Five years experience as a continuously operating entity engaged in the performance of similar work. Identify company references, list of projects of similar size and project value and all pertinent information about Bidder's ability to perform work identified in the Contract Documents.
 2. Experience on public works projects, with no history of default termination.
 3. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
 4. Bidder and its Subcontractor(s) must identify evidence of proper licensure under their respective trades and be able to obtain insurance and bonds required for the Work.
 5. Bidder to identify categories of work it typically self-performs.
 6. Does Bidder's company have experience working on projects that involve an Architect of Record, Structural Engineer of Record, or other design professionals.
 7. Identify if Bidder's company has been required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which company worked at any time during the last three years, state the percentage that company was required to pay.
 8. Has a surety firm completed a contract on Bidder's company behalf, or paid for completion because company was in default and/or terminated by the project owner within the last five years?
 9. Bidder to confirm if they have a been sued for construction defective work in the last 5 years.
 10. Confirm size of company and its ability to complete the work in one sequential process.
- B. Owner will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.

BID BOND

We, _____ as Principal, and _____ as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Petaluma (herein called "the Owner") for the payment of the penal sum of _____ Dollars (\$_____), lawful money of the United States, which is ten (10) percent of the total amount bid by bidder to the Owner. Principal has submitted the accompanying bid for the construction of the _____ project.

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by his bid, and files the bonds required by the Agreement with the Owner, and carries all insurance in type and amount which conforms to the contract documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

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

Executed on _____, _____.

PRINCIPAL

By _____
Signature

Title

Any claims under this bond may be addressed to:

(Name and address of Surety's agent for service of process in California, if different from above)

(Telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

NOTICE:

No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

END OF BID BOND

SECTION II
GENERAL CONDITIONS

CITY OF PETALUMA - GENERAL CONDITIONS

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS 1

 Addenda..... 1

 Agreement 1

 Application for Payment..... 1

 Asbestos..... 1

 Bid 1

 Bonds 1

 Change Order..... 1

 CITY 1

 Clarification 1

 Contract Documents 1

 Contract Price 2

 Contract Times 2

 CONTRACTOR 2

 Day 2

 Defective Work..... 2

 Drawings..... 2

 Effective Date of the Agreement 2

 ENGINEER 2

 Field Order..... 2

 Hazardous Waste 2

 Laws and Regulations; Laws or Regulations 2

 Lien or Mechanic’s Lien..... 2

 Milestone 3

 Notice of Award 3

 Notice of Completion 3

 Notice to Proceed..... 3

 Partial Utilization..... 3

 Petroleum..... 3

 Project..... 3

 Record Drawings 3

 Resident Project Representative 3

 Samples..... 3

 Shop Drawings 3

 Site..... 3

 Special Provisions 4

 Specifications 4

 Stop Notice 4

 Subcontractor 4

Supplementary General Conditions.....	4
Supplier.....	4
Utilities	4
WORK.....	4
Working day	4
ARTICLE 2 - PRELIMINARY MATTERS	4
2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES.....	4
2.2 COPIES OF DOCUMENTS.....	5
2.3 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED	5
2.4 STARTING THE WORK.....	5
2.5 PRECONSTRUCTION CONFERENCE	5
ARTICLE 3 - INTENT AND USE OF CONTRACT DOCUMENTS	5
3.1 INTENT	5
3.2 REFERENCE TO STANDARDS.....	6
3.3 REVIEW OF CONTRACT DOCUMENTS.....	6
3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS.....	7
3.5 AMENDING CONTRACT DOCUMENTS.....	7
3.6 REUSE OF DOCUMENTS	7
ARTICLE 4 - SITE OF THE WORK.....	8
4.1 AVAILABILITY OF LANDS.....	8
4.2 REPORTS OF PHYSICAL CONDITIONS	8
4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES.....	9
4.4 DIFFERING SITE CONDITIONS	9
4.5 HAZARDOUS MATERIALS	10
4.6 REFERENCE POINTS.....	11
ARTICLE 5 - BONDS AND INSURANCE	11
5.1 BONDS	11
5.2 INSURANCE.....	12
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES.....	15
6.1 COMMUNICATIONS.....	15
6.2 SUPERVISION AND SUPERINTENDENCE	15
6.3 LABOR, MATERIALS, AND EQUIPMENT.....	15
6.4 SCHEDULE.....	20
6.5 SUBSTITUTES OR "OR EQUAL" ITEMS	20
6.6 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS.....	20
6.7 PERMITS.....	20
6.8 PATENT FEES AND ROYALTIES	20
6.9 LAWS AND REGULATIONS.....	21
6.10 TAXES.....	21
6.11 USE OF PREMISES.....	21
6.12 SAFETY AND PROTECTION	22

6.13	EMERGENCIES.....	24
6.14	SUBMITTALS.....	24
6.15	CONTINUING THE WORK.....	27
6.16	CONTRACTOR’S GENERAL WARRANTY AND GUARANTEE	27
6.17	INDEMNIFICATION.....	29
6.18	CONTRACTOR’S DAILY REPORTS	31
6.19	CONTRACT DOCUMENTS AND RECORD DRAWINGS	31
6.20	CLEAN UP	32
6.21	STORM WATER POLLUTION PREVENTION	33
ARTICLE 7 - OTHER WORK.....		39
7.1	RELATED WORK AT SITE.....	39
7.2	COORDINATION	40
ARTICLE 8 - CITY’S RESPONSIBILITIES		40
8.1	COMMUNICATIONS.....	40
8.2	PAYMENTS	40
8.3	LANDS, EASEMENTS, AND SURVEYS	40
8.4	REPORTS AND DRAWINGS	40
8.5	CHANGE ORDERS	40
8.6	INSPECTIONS AND TESTS.....	40
8.7	SUSPENSION OF WORK	40
8.8	TERMINATION OF AGREEMENT	41
8.9	LIMITATION ON CITY’S RESPONSIBILITIES	41
8.10	UNDISCLOSED HAZARDOUS ENVIRONMENTAL CONDITIONS	41
ARTICLE 9 - ENGINEER’S STATUS DURING CONSTRUCTION		42
9.1	CITY’S REPRESENTATIVE	42
9.2	OBSERVATIONS ON THE SITE	42
9.3	PROJECT REPRESENTATION	42
9.4	CLARIFICATIONS.....	42
9.5	AUTHORIZED VARIATIONS IN WORK	42
9.6	REJECTING DEFECTIVE WORK	43
9.7	CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS	43
9.8	DECISIONS ON DISPUTES	43
9.9	LIMITATIONS ON ENGINEER’S RESPONSIBILITIES.....	43
ARTICLE 10 - CHANGES IN THE WORK		44
10.1	GENERAL	44
10.2	ALLOWABLE QUANTITY VARIATIONS.....	45
ARTICLE 11 - CHANGE OF CONTRACT PRICE.....		45
11.1	GENERAL	45
11.2	COSTS RELATING TO WEATHER	46
11.3	COST OF WORK (BASED ON TIME AND MATERIALS)	46
11.4	CONTRACTOR’S OVERHEAD AND PROFIT.....	50

11.5	EXCLUDED COSTS.....	50
11.6	CONTRACTOR’S EXTRA WORK REPORT	51
ARTICLE 12 - CHANGE OF CONTRACT TIMES		52
12.1	GENERAL	52
12.2	EXTENSIONS OF CONTRACT TIMES FOR DELAY DUE TO WEATHER. 53	
ARTICLE 13 - INSPECTIONS AND TESTS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK		53
13.1	NOTICE OF DEFECTIVE WORK	53
13.2	ACCESS TO WORK	53
13.3	INSPECTIONS AND TESTS.....	53
13.4	CITY MAY STOP THE WORK	55
13.5	CORRECTION OR REMOVAL OF DEFECTIVE WORK.....	55
13.6	ACCEPTANCE OF DEFECTIVE WORK	55
13.7	CITY MAY CORRECT DEFECTIVE WORK.....	56
13.8	CORRECTION PERIOD.....	56
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION.....		57
14.1	SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)	57
14.2	UNIT PRICE BID SCHEDULE	57
14.3	APPLICATION FOR PROGRESS PAYMENT	57
14.4	CONTRACTOR’S WARRANTY OF TITLE.....	58
14.5	REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT	58
14.6	COMPLETION.....	60
14.7	PARTIAL UTILIZATION.....	61
14.8	FINAL APPLICATION FOR PAYMENT.....	61
14.9	FINAL PAYMENT AND ACCEPTANCE.....	61
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION		63
15.1	SUSPENSION OF WORK BY CITY	63
15.2	TERMINATION OF AGREEMENT BY ENGINEER FOR DEFAULT.....	63
15.2	TERMINATION OF AGREEMENT BY CITY FOR CONVENIENCE	64
15.4	TERMINATION OF AGREEMENT BY CONTRACTOR.....	64
ARTICLE 16 - GENERAL TERMS		65
16.1	GIVING NOTICE.....	65
16.2	TITLE TO MATERIALS FOUND ON THE WORK.....	65
16.3	RIGHT TO AUDIT.....	65
16.4	SURVIVAL OF OBLIGATIONS.....	66
16.5	CONTROLLING LAW	66
16.6	SEVERABILITY	66
16.7	WAIVER.....	66
ARTICLE 17 - CALIFORNIA STATE REQUIREMENTS.....		67
17.1	STATE WAGE DETERMINATIONS	67

17.2	WORKERS' COMPENSATION.....	67
17.3	APPRENTICES ON PUBLIC WORKS.....	67
17.4	WORKING HOURS.....	68
17.5	CONTRACTOR NOT RESPONSIBLE FOR DAMAGE RESULTING FROM CERTAIN ACTS OF GOD.....	68
17.6	NOTICE OF COMPLETION.....	68
17.7	UNPAID CLAIMS.....	68
17.8	RETAINAGE FROM MONTHLY PAYMENTS.....	69
17.9	PUBLIC WORKS CONTRACTS; ASSIGNMENT TO AWARDING BODY...	69
17.10	PAYROLL RECORDS; RETENTION; INSPECTION, NONCOMPLIANCE PENALTIES; RULES AND REGULATIONS.....	70
17.11	CULTURAL RESOURCES.....	71
17.12	PROTECTION OF WORKERS IN TRENCH EXCAVATIONS.....	71
17.13	CONCRETE FORMS, FALSEWORK, AND SHORING.....	72
17.14	REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES.	72
17.15	CONTRACTOR LICENSE REQUIREMENTS.....	73
17.16	DIGGING TRENCHES OR EXCAVATIONS; NOTICE ON DISCOVERY OF HAZARDOUS WASTE OR OTHER UNUSUAL CONDITIONS; INVESTIGATIONS; CHANGE ORDERS' EFFECT ON CONTRACT.....	74
17.17	RETENTION PROCEEDS; WITHHOLDING; DISBURSEMENT.....	75
17.18	TIMELY PROGRESS PAYMENTS; INTEREST; PAYMENT REQUESTS	77
17.19	PREFERENCE FOR MATERIAL.....	77
17.20	RESOLUTION OF CONSTRUCTION CLAIMS.....	78

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated in this Article 1 which meanings are applicable to both the singular and plural thereof. If a word which is entirely in upper case in these definitions is found in lower case in the Contract Documents, then the lower case word will have its ordinary meaning.

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

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

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

Asbestos - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the price or prices for the WORK.

Bonds - Bid, Performance, and Labor and Materials, and Maintenance Bonds and other instruments of security.

Change Order - A document recommended by the ENGINEER, which is signed by the CONTRACTOR and the CITY, and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

CITY - The City of Petaluma.

Clarification - A document issued by the ENGINEER to the CONTRACTOR that clarifies the requirements(s) and/or design intent of the Contract Documents, which may not represent an addition, deletion, or revision in the WORK or an adjustment in the Contract Price or the Contract Times.

Contract Documents - The Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates, affidavits and other documentation), Agreement, Performance Bond, Labor and Materials Bond, Maintenance Bond, General Conditions, any Supplementary General

Conditions, Special Provisions, Specifications, Drawings, all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents. Shop Drawings are not Contract Documents.

Contract Price - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

Contract Times - The number or numbers of successive calendar days or dates stated in the Contract Documents for the completion of the WORK.

CONTRACTOR - The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has executed the Agreement.

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

Defective Work - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the ENGINEER's recommendation of final payment.

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

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

ENGINEER - The City Manager or his/her designee.

Field Order - A written order issued by the ENGINEER which may or may not involve a change in the WORK.

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

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

Lien or Mechanic's Lien - A form of security, an interest in real property, which is held to secure the payment of an obligation. When related to public works construction, Lien or Mechanic's Lien may be called Stop Notice.

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

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

Notice of Completion - A form signed by the ENGINEER and the CONTRACTOR recommending to the CITY that the WORK is Complete and fixing the date of completion. After acceptance of the WORK by the CITY Council, the form is signed by the CITY and filed with the County Recorder. This filing starts the 30 day lien filing period on the WORK.

Notice to Proceed - The written notice issued by the CITY to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK for the purpose for which it is intended prior to completion of all the WORK.

Partial Utilization - Use by the CITY of a completed part of the WORK for the purpose for which it is intended prior to completion of all the WORK.

Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

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

Record Drawings - Drawings generated by marking a set of Drawings to reflect all of the changes that have occurred during construction of the Project.

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

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

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR and submitted by the CONTRACTOR to illustrate some portion of WORK.

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

Special Provisions - Specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications.

Specifications - The directions, provisions and requirements set forth in the Standard Specifications as supplemental and modified by the special provisions.

Stop Notice - A legal remedy for subcontractors and suppliers who contribute to public works, but who are not paid for their work, which secures payment from construction funds possessed by the CITY. In some states, for public property, the Stop Notice remedy is designed to substitute for a mechanic's lien.

Subcontractor - An individual, partnership, corporation, joint-venture, or other legal entity having a direct contract with the CONTRACTOR or with any other subcontractor for the performance of a part of the WORK at the Site.

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

Supplier - A manufacturer, fabricator, distributor, materialman, or vendor having a direct contract with the CONTRACTOR or with any Subcontractor to furnish materials, equipment, or product to be incorporated in the WORK by the CONTRACTOR or any Subcontractor.

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

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

Working day - Any day except Saturdays, Sundays and CITY holidays.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES

- A. When the CONTRACTOR delivers the signed Agreement to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and insurance policies and certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

2.2 COPIES OF DOCUMENTS

- A. The CITY will furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.

2.3 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED

- A. The Contract Times will start to run on the commencement date stated in the Notice to Proceed.

2.4 STARTING THE WORK

- A. The CONTRACTOR shall begin to perform the WORK on the commencement date stated in the Notice to Proceed, but no work shall be done at the Site prior to said commencement date.
- B. Before undertaking each part of the WORK, the CONTRACTOR shall review the Contract Documents in accordance with Paragraph 3.3.

2.5 PRECONSTRUCTION CONFERENCE

- A. The CONTRACTOR is required to attend a preconstruction conference. This conference will be attended by the CITY, ENGINEER, and others as appropriate in order to discuss the WORK.
- B. The CONTRACTOR's initial schedule submittals for shop drawings, obtaining permits, and Plan of Operation and CPM Schedule will be reviewed and finalized. At a minimum, the CONTRACTOR's representatives shall include its project manager, project superintendent and schedule expert. If the submittals are not finalized at the end of the meeting, additional meetings will be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment will be processed prior to receiving acceptable initial submittals from the CONTRACTOR.

ARTICLE 3 – INTENT AND USE OF CONTRACT DOCUMENTS

3.1 INTENT

- A. The Contract Documents comprise the entire agreement between the CITY and the CONTRACTOR concerning the WORK. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the State of California .
- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any

labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not called for specifically.

- C. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in Article 1 of the General Conditions.

3.2 REFERENCE TO STANDARDS

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

3.3 REVIEW OF CONTRACT DOCUMENTS

- A. If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the WORK or of any such standard, specification, manual, or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once, and CONTRACTOR shall not proceed with the work affected thereby (except in an emergency as authorized by Paragraph 6.13 until a Clarification, Field Order, or Change Order to the Contract Documents has been issued.

3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. Unless otherwise noted herein, conflicts or inconsistencies between parts of the Contract will be resolved by the ENGINEER with a Change Order or an Addendum, if required. Addenda and Change Orders bearing the most recent date shall prevail over Addenda or Change Orders bearing earlier dates. Any reference to addenda-changed specifications or drawings shall be considered to have been changed accordingly. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Change Orders/Addenda (most recent in time take precedence)
2. Agreement and Bond Forms
3. Referenced Standard Specifications
4. Special Provisions
5. Drawings
6. General Conditions
7. Instructions to Bidders
8. Contractor's Bid (Bid Form)
9. Notice Inviting Bids
10. Supplementary General Conditions (if any)
11. Permits from other agencies as may be required by law

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

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

3.5 AMENDING CONTRACT DOCUMENTS

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10).

3.6 REUSE OF DOCUMENTS

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

ARTICLE 4 – SITE OF THE WORK

4.1 AVAILABILITY OF LANDS

- A. The CITY will furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the CITY until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of said easement furnished to the ENGINEER prior to said use; and the CITY will not be liable for any claims or damages resulting from the CONTRACTOR's trespass on or use of any such properties. The CONTRACTOR shall provide the CITY with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the WORK.

4.2 REPORTS OF PHYSICAL CONDITIONS

- A. **Subsurface Explorations:** Reference is made to any Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the Site that have been utilized by the ENGINEER in the preparation of the Contract Documents.
- B. **Existing Structures:** Reference is made to any Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except underground Utilities referred to in Paragraph 4.3 herein) which are at or contiguous to the Site that have been utilized in the preparation of the Contract Documents.
- C. The CITY makes no representation as to the completeness of the reports or drawings referred to in Paragraph 4.2 A or B above or the accuracy of any data or information contained therein. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports and drawings. However, the CONTRACTOR may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

4.3 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. **Indicated:** The information and data indicated in the Contract Documents with respect to existing underground Utilities at or contiguous to the Site are based on information and data furnished to the CITY or the ENGINEER by the owners of such underground Utilities or by others. Unless it is expressly provided in any Supplementary General Conditions the CITY will not be responsible for the accuracy or completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all underground Utilities indicated in the Contract Documents, for coordination of the WORK with the owners of such underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of all of which are deemed to have been included in the Contract Price.
- B. **Not Indicated:** If an underground Utility is uncovered or revealed at or contiguous to the Site which was not indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify the owner of such underground Utility and give written notice thereof to that owner and shall notify the ENGINEER.

4.4 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall notify the ENGINEER, in writing, of the following unforeseen conditions, hereinafter called differing Site conditions, promptly upon their discovery (but in no event later than 14 days after their discovery) and before they are disturbed:
 - 1. Subsurface or latent physical conditions at the Site of the WORK differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in Paragraph 4.2, 4.3, and 4.5.
- B. The ENGINEER will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto.
- C. If the ENGINEER concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the difference.
- D. In each such case, an increase or decrease in the Contract Price or an extension or shortening the Contract Times, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the ENGINEER and the CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

- E. The CONTRACTOR's failure to give notice of differing Site conditions within 14 days of their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.5 HAZARDOUS MATERIALS

- A. CITY shall be responsible for any Asbestos, Hazardous Waste, Petroleum, or Radioactive Material uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the WORK and which may present a substantial danger to persons or property exposed thereto in connection with the WORK at the Site. CITY will not be responsible for any such material brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.
 - 1. Upon discovery of any Asbestos, Hazardous Waste, Petroleum, or Radioactive Material, the CONTRACTOR shall immediately stop all work in any area affected thereby (except in an emergency as required by Paragraph 6.13) and notify ENGINEER (and therefore confirm such notice in writing). CONTRACTOR shall not be required to resume any work in any such affected area until after CITY has obtained any required permits related thereto and delivered to CONTRACTOR special written notice. Such written notice will specify that such condition and any affected area is or has been rendered safe for the resumption of the work or specify any special conditions under which the work may be resumed safely. If ENGINEER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of adjustment, if any, in Contract Price or Contract Times as a result of such work stoppage or such special conditions under which work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.
 - 2. If, after receipt of such special written notice, CONTRACTOR does not agree to resume such WORK based on a reasonable belief it is unsafe, or does not agree to resume such WORK under special conditions, ENGINEER may order such portion of the WORK that is in connection with such hazardous condition or in such affected area to be deleted from the WORK. If ENGINEER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the WORK then either party may make a claim therefor as provided in Articles 11 and 12. CITY may have such deleted portion of the WORK performed by CITY's own forces or others in accordance with Article 7.
- B. The provisions of Paragraphs 4.2, 4.3, and 4.4 are not intended to apply to Asbestos, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.

4.6 REFERENCE POINTS

- A. The ENGINEER will provide the location and elevation of one bench mark, near or on the Site of the WORK, for use by the CONTRACTOR for alignment and elevation control. Unless otherwise specified in any Supplementary General Conditions, the CONTRACTOR shall furnish all other lines, grades, and bench marks required for proper execution of the WORK.
- B. The CONTRACTOR shall preserve or replace any and all bench marks, section corners, witness corners, stakes, and other survey marks, and in case of their removal or destruction by any party, the CONTRACTOR shall be responsible for the accurate replacement of such reference points by surveyor licensed under the applicable state codes governing land surveyors.

ARTICLE 5 – BONDS AND INSURANCE

5.1 BONDS

- A. The CONTRACTOR shall furnish Performance and Labor and Materials Bonds, each in the amount of one hundred percent (100%) of the contract price, as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of completion, except as otherwise provided by Law or Regulation or by the Contract Documents. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions.
- B. The CONTRACTOR shall guarantee the WORK to be free of defects in material and workmanship for a period of one (1) year following the CITY's acceptance of the WORK. The CONTRACTOR shall agree to make, at the CONTRACTOR's own expense, any repairs or replacements made necessary by defects in material or workmanship which become evident within the one-year guarantee period. The CONTRACTOR's guarantee against defects required by this provision shall be secured by a Maintenance Bond, in the amount of ten percent (10%) of the contract price, which shall be delivered by the CONTRACTOR to the CITY prior to acceptance of the WORK. The Maintenance Bond shall remain in force for one (1) year from the date of acceptance of the contracted WORK. The CONTRACTOR shall make all repairs and replacements within the time required during the guarantee period upon receipt of written order from the ENGINEER. If the CONTRACTOR fails to make the repairs and replacements within the required time, the CITY may do the work and the CONTRACTOR and the CONTRACTOR's surety for the Maintenance Bond shall be liable to the CITY for the cost. The expiration of the Maintenance Bond during the one-year guarantee period does not operate to waive or void the one-year guarantee, as set forth herein and in paragraph 6.16 of these General Conditions.

- C. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent’s authority to act.
- D. If the surety on any Bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and surety, which must be acceptable to the CITY.
- E. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of California to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

5.2 INSURANCE

Contractor and any subcontractor shall not commence work under this Agreement until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and carrier and the City Manager as to sufficiency, nor shall Contractor allow any contractor or subcontractor to commence work on this contract or subcontract until all similar insurance required of the contractor and/or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

CONTRACTOR shall procure and maintain for the duration of the contract all necessary insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor’s agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage.
2. Insurance Services Office form number CA covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. [Optional] Such other insurance coverages and limits as may be required by the CITY as follows: _____.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident
Bodily Injury by Disease - \$1,000,000 policy limit
Bodily Injury by Disease - \$1,000,000 each employee

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. The CITY, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees, agents or volunteers.
4. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

CONTRACTOR shall furnish the CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY. All endorsements are to be received and

approved by the CITY before work commences. As an alternative to the CITY's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.1 COMMUNICATIONS

- A. Written communications with the CITY shall be only through or as directed by the ENGINEER.

6.2 SUPERVISION AND SUPERINTENDENCE

- A. The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and all safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.
- B. The CONTRACTOR shall designate in writing and keep on the Site at all times during the performance of the WORK a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the ENGINEER. The superintendent will be the CONTRACTOR's representative at the Site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.
- C. The CONTRACTOR's superintendent shall be present at the Site at all times while work is in progress and shall be available by phone for emergencies 24 hours per day, 7 days per week. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until such time as such superintendent is again present at the Site.

6.3 LABOR, MATERIALS, AND EQUIPMENT

- A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any required temporary works. The CONTRACTOR shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the WORK or property at the Site or adjacent thereto, and except as otherwise indicated in the

Contract Documents, all work at the Site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, or any federally observed holiday without the CITY's written consent. The CONTRACTOR shall apply for this consent through the ENGINEER in writing a minimum of 24 hours in advance.

- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid to the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.
- C. All increased costs of inspection and testing performed during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The CITY has the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.
- D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, lubricants, power, light, heat, telephone, water, sanitary facilities, and all other facilities, consumables, and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.
- E. All materials and equipment incorporated into the WORK shall be of specified quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the CITY. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the CITY or any of its consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9 C.
- F. The work, unless otherwise permitted or approved by the ENGINEER, shall be completed with the incorporated use of equipment, materials, and/or products where such are specified. Substitutions and equal alternatives will be permitted as

provided in this article; however, neither the request for substitution nor the offer of alternatives shall in any way by their submittal obligate the CITY to assent to any request or offer. Failure of the CONTRACTOR awarded the work to either submit requests for substitutions or to offer alternatives within the required times provided in this General Condition will be considered as evidence that the work shall be accomplished with trade-named equipment, materials, and/or products as identified in the Specifications and/or the Drawings.

- G. Unless otherwise provided elsewhere in the Contract, all equipment, materials, and/or products incorporated into the work shall be new and, where not specified, shall be of the highest quality of the respective kinds for the intended use, and all workmanship shall meet or exceed applicable construction industry standards and practices. If equipment, materials, and/or products are designated by listing named manufacturers of particular equipment, materials, and/or products followed by the words "or equal," then the CONTRACTOR may furnish the named equipment, materials, and/or products or any equal equipment, materials, and/or products. The first-named manufacturer of particular equipment, materials, and/or products is the basis for the design shown on the Project Drawings. A subsequently named manufacturer or particular equipment, materials, and/or products has been determined to be an acceptable substitution but may require modifications in the Project's design and its ultimate construction to accommodate its use. If such subsequently named items are selected by the CONTRACTOR for incorporation into the work, the CONTRACTOR shall assume all costs required for modifications to the equipment, materials, and/or products, and Project design and construction as may be required for said items' use. Substitutions for an unnamed "equal" item of material shall be permitted upon compliance of the procedures set forth in Paragraph I of this article. If a CONTRACTOR makes use of an unnamed "equal" product as a substitute for a specifically named material or product, the CONTRACTOR shall assume all costs required to make the necessary revisions or modifications to accommodate the use of said unnamed product.
- H. Before beginning the work and within thirty-five (35) calendar days after award of the Contract, the CONTRACTOR shall submit a List of Materials to the ENGINEER for review. The List shall include all items of equipment, materials, and/or products to be incorporated into the work and the names of suppliers with whom purchase orders have been placed. The names on the List shall be arranged in the same order as in the specifications, and shall contain sufficient data to identify precisely the items of equipment, materials, and/or products the CONTRACTOR proposes to furnish. The List shall include Specifications or Drawing references. Once the submission is determined to be acceptable to the ENGINEER, it shall be returned to the CONTRACTOR.
- I. Substitution for those equipment, materials, and/or products specified shall only be permitted when the proposed unnamed "equal" product or material to be furnished is both equal in quality and utility and after the CONTRACTOR has

complied with the following provisions: (1) All substitutions shall be reviewed by the ENGINEER. (2) The ENGINEER must approve such substitution in writing prior to its incorporation into the work. (3) Unless otherwise authorized in writing by the CITY, the CONTRACTOR shall, within thirty-five (35) calendar days of award and prior to placing any purchase orders, but at least thirty (30) calendar days before it requires approval of any such alternative item, submit to the CITY sufficient data, drawings, samples, literature, or other detailed information as will demonstrate to the ENGINEER that the proposed substitute is equal in quality and utility to the equipment, materials and/or products specified.

1. Within thirty (30) calendar days following receipt of all requested information from the CONTRACTOR, the ENGINEER will determine whether the proposed alternative is equal in quality and utility and meets the requirements of the Contract and will inform the CONTRACTOR in writing of such determination. The burden of substantiating the quality and utility of alternatives shall be upon the CONTRACTOR, and the CONTRACTOR shall furnish all necessary information requested and required by the ENGINEER. The ENGINEER will be the sole judge as to the quality and utility of alternative equipment, materials, and/or products, and the ENGINEER's decision shall be final. An acceptance by the ENGINEER of a substitution shall not relieve the CONTRACTOR from complying with the requirements of the Drawings and Specifications. Acceptance by the ENGINEER shall not relieve the CONTRACTOR from full responsibility for the efficiency, sufficiency, and quality and performance of the substitute equipment, materials, and/or products, in the same manner and degree as the equipment, materials, and/or products specified by name.
2. Failure of the CONTRACTOR to submit proposed substitutions for review in the manner described above and within the time prescribed shall be sufficient cause for rejection by the CITY of any other proposed substitutions.
3. In determining whether a proposed product is equal in quality and utility, the ENGINEER is not restricted to such basic issues as performance and durability, but may consider any other issues that the ENGINEER, in the discretion of the ENGINEER, deems appropriate. Said issues may, but are not required to include, nor are they limited to, such additional factors as comparable performance, reliability, efficiency of operation, ease of operation, adaptability, ease of maintenance, capital costs, life-cycle costs, operational characteristics, costs of training personnel, maintenance history, warranties, problems created by the resulting overall warranty system, availability of qualified service, availability of parts, the history of any supplier and compatibility with existing facilities.

4. No one factor or group of factors, including such issues as savings on capital costs, shall be determinative of whether the proposed product or material is equal in quality and utility. The decision of the ENGINEER shall be based on those factors deemed by the ENGINEER to be relevant and any data, drawings, samples, literature, or other detailed information furnished by the CONTRACTOR with respect to the proposed substitution. Each decision as to whether a product or material is equal in quality and utility shall be made by the ENGINEER on a case-by-case basis.
 5. The CONTRACTOR shall be responsible for any and all costs, including consultant costs, incurred by the CITY with respect to the proposed substitution that exceed the costs inherent in the normal and reasonable review of drawings and other standard data, information, and documents concerning any proposed substitution. The CONTRACTOR shall be responsible for this cost, regardless of whether or not the substitution is approved by the ENGINEER.
- J. Unless otherwise provided in the Contract, the title and interest in the right to the use of all water, and the title to all soil, stone, gravel, sand, minerals, timber, and all other materials developed or obtained within the Project limits from operations by the CONTRACTOR or any of its subcontractors, of any of their representatives or employees, and the right to use or dispose of the same are hereby expressly reserved in the CITY; and neither the CONTRACTOR nor any of its subcontractors, nor any of their representatives or employees, shall have any right, title, or interest in or to any part thereof.
- K. All material used under the Contract after it has been attached or affixed to the work or soil and after partial payment has been made therefore shall become the property of the CITY.
- L. In the event that any Indian relics or items possessing archaeological or historical value are discovered by the CONTRACTOR or any of its subcontractors or any of their representatives or employees, the CONTRACTOR shall immediately notify the ENGINEER and await the ENGINEER's decision before proceeding with any work. The CONTRACTOR shall have no property right in such relics and items.
- M. The CONTRACTOR shall be satisfied as to the quantity of acceptable materials or products which may be produced or obtained at local sources, and the CITY will not assume any responsibility as to the quantities or quality of acceptable materials or products available.
- N. The CONTRACTOR, with the permission of the ENGINEER, may use in the proposed construction such stone, gravel, sand, or other material suitable in the opinion of the ENGINEER as may be found in excavation.

- O. Existing equipment, materials, and/or products to be salvaged shall remain the property of the CITY. Salvage to be reinstalled in the work shall be refurbished as required before reinstallation. Other work to be salvaged shall be carefully removed and handled in such a manner as to avoid damage and shall be delivered to storage at a location designated by the ENGINEER.

6.4 SCHEDULE

- A. The CONTRACTOR shall comply with the schedule requirements in the Special Provisions or as otherwise provided in the Contract Documents.

6.5 SUBSTITUTES OR “OR EQUAL” ITEMS

- A. The CONTRACTOR shall submit proposed substitutes or “or equal” items in accordance with the Bidding Requirements. No request for substitution of an “or equal” item will be considered by the ENGINEER after award of the Contract, except as provided in Paragraph 6.3I herein.

6.6 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- A. The CONTRACTOR shall be responsible to the CITY for the acts and omissions of its Subcontractors, Suppliers, and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the CITY nor relieve the CONTRACTOR of any liability or obligation under the Contract Documents. The CONTRACTOR shall include these General Conditions and the Supplementary General Conditions as part of all its subcontract and supply agreements.

6.7 PERMITS

- A. Unless otherwise provided in any Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements shall not be made the basis for claims for additional compensation by CONTRACTOR. When necessary, the CITY will assist the CONTRACTOR, in obtaining such permits and licenses. The CONTRACTOR shall pay all charges of utility owners for inspection or connections to the WORK.

6.8 PATENT FEES AND ROYALTIES

- A. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design,

process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by the ENGINEER in the Contract Documents. The CONTRACTOR's indemnification obligation under this Paragraph 6.8 A. for all claims and liabilities arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product or device not specified in the Contract Documents shall be in accordance with Paragraph 6.16 of these General Conditions.

6.9 LAWS AND REGULATIONS

- A. The CONTRACTOR shall observe and comply with all Laws and Regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK including, but not limited to, all applicable safety Laws and Regulations. If any discrepancy or inconsistency should be discovered between the Contract Documents and any such Laws or Regulations, the CONTRACTOR shall report the same in writing to the ENGINEER. Any particular Law or Regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. The CONTRACTOR's indemnification obligations for all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors or Suppliers shall be in accordance with Paragraph 6.16 of these General Conditions.

6.10 TAXES

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

6.11 USE OF PREMISES

- A. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site, the land and areas identified in and permitted by the Contract Documents, and the other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements. The CONTRACTOR shall assume full liability and responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the CITY by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall

promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation at the CONTRACTOR's sole liability expense. The CONTRACTOR's indemnification obligations for all claims and liability, arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the CITY, its consultants, subconsultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK shall be in accordance with Paragraph 6.16 of these General Conditions.

6.12 SAFETY AND PROTECTION

- A. The CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall be responsible for the direction and control of the work assigned and for assuring that all workers on the project understand the hazards of the work involved and the safe work procedures required for each job. The CONTRACTOR shall assure that its subcontractors of all tiers shall, without expense to the CITY, comply with this safety responsibility. No work shall proceed until each worker and subcontractor understands the scope of the work and all safety rules and work procedures to be followed. The CONTRACTOR shall not allow a new employee or new subcontractor to begin work on CITY projects without a full and proper safety orientation. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage to prevent damage, injury or loss to:
1. All persons at the Site and other persons and organizations who may be affected thereby;
 2. All the WORK and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the performance of the WORK.
- B. The CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property or to the protection of persons or property from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may effect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. CONTRACTOR'S duties and responsibilities for safety and for protection of the WORK shall continue until such time as all the

WORK is completed and ENGINEER has issued a notice to the CONTRACTOR in accordance with Paragraph 14.7 B. that the WORK is acceptable.

- C. The CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- D. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet shall be made available at the Site by the CONTRACTOR for every hazardous product used.
- E. Material usage shall strictly conform to OSHA safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
- F. The CONTRACTOR shall be responsible for the exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- G. The CONTRACTOR shall notify the ENGINEER if it considers a specified product or its intended use to be unsafe. This notification must be given to the ENGINEER prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the WORK.
- H. Before starting work, the CONTRACTOR shall submit a written safety program to the CITY. The objective of the safety program shall be accident prevention. Such program shall include, but not be limited to, the following:
 - 1. An organization chart and accompanying narrative which describes the responsibility for employee and public safety of those individuals who control each phase of operations and set forth in writing the policies and procedures to be followed by all personnel. The chart shall also show the CONTRACTOR's internal lines of communication (including subcontractors) for the program.
 - 2. A specific program for communication between the CONTRACTOR and CITY on safety matters. The CONTRACTOR shall also designate one person with whom official contact can be made by the CITY on safety matters.
 - 3. Evidence that the CONTRACTOR has become thoroughly familiar with the potential hazards of the work and applicable federal and state regulations.

4. Specific safety procedures and guidelines for conduct of the Work.
5. The CITY's review, comment upon, and/or acceptance of the CONTRACTOR's safety program and/or plan does not in any way negate the responsibilities of the CONTRACTOR for safety or place any responsibility upon the CITY for such safety. Such review comment and/or acceptance shall not be construed as limiting in any manner the CONTRACTOR's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions at the site.

6.13 EMERGENCIES

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

6.14 SUBMITTALS

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the Special Provisions, the CONTRACTOR shall submit to the ENGINEER for review all Shop Drawings and details of all structural and reinforcing steel, equipment, electrical controls, structural fabrications, pipe, pipe joints, special pipe sections, and other appurtenances in accordance with the accepted schedule of Shop Drawing submittals specified in the Special Provisions or as otherwise provided in the Contract Documents.
- B. The ENGINEER'S review will be only to determine if the items covered by the submittals will, after installation or incorporation in the WORK, generally conform to the Contract Documents and with the design concept of the completed Project. The ENGINEER's favorable review shall be obtained before any such items are manufactured or used in the work. The favorable review of Drawings by the ENGINEER shall apply in general design only and shall in no way relieve the CONTRACTOR from responsibility for errors or omissions contained therein. Favorable review by the ENGINEER shall not relieve the CONTRACTOR of its obligation to meet safety requirements and all other requirements of law. The ENGINEER will start reviewing the CONTRACTOR's submittals only after the

Notice to Proceed is issued by the CITY with the exception of some unusual long lead items which may require submittals prior to issuing the Notice to Proceed.

- C. The CONTRACTOR shall also submit to the ENGINEER for review all Samples in accordance with the accepted schedule of Sample submittals specified in the Special Provisions or as otherwise provided in the Contract Documents.
- D. Before submittal of each Shop Drawing or Sample, the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the WORK and the Contract Documents. The CONTRACTOR shall provide submittals in accordance with the requirements of the Special Provisions or as otherwise provided in the Contract Documents.
- E. Shop-drawing submittal and coordination are the responsibility of the prime contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Any designation of work "by others," shown on Shop Drawings, shall mean that the work will be the responsibility of the CONTRACTOR rather than the subcontractor or supplier who has prepared the Shop Drawings.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall demonstrate clearly compliance with the Drawings and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portions of the data are applicable to this Project.

- F. Review of shop-drawing submittals by the ENGINEER has as its primary objective the completion for the CITY of a Project in full conformance with the Drawings and Specifications, unmarred by field corrections, and within the time provided. In addition to this primary objective, shop-drawing review as a secondary objective will assist the CONTRACTOR in its procurement of equipment that will meet all requirements of the Drawings and Specifications, will fit the structures detailed on the Drawings, will be complete with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility. Acceptance of Shop Drawings and submittals does not constitute a change order to the Contract requirements.
- G. Where the CONTRACTOR is required by these Specifications to make submittals, they shall be submitted to the ENGINEER with a letter of transmittal and in sufficient number of copies to allow a distribution of at least one (1) copy to all parties needing a copy to carry out the provisions of the Specifications, including three (3) copies to be retained by the ENGINEER. The ENGINEER

shall determine the appropriate number of such copies required at the time of the preconstruction conference.

H. Within twenty-five (25) calendar days of receipt by the ENGINEER of each of the CONTRACTOR's submissions and all appurtenant data required for their review, the appropriate number of copies will be returned to the CONTRACTOR with one of the following notations:

1. Resubmittal not required; correction, if any, noted.
2. Correct and resubmit; corrections noted.

Returned copies of Drawings marked with Notation "1" authorize the CONTRACTOR to proceed with the operations covered by such returned copies, provided that such operations be subject to the comments, if any, shown on such returned copies. Returned copies of Drawings marked with Notation "2" shall be corrected, as necessary and required, and shall be submitted in the same manner as before.

I. When submittals are favorably reviewed, the ENGINEER will retain three (3) copies and will return all other copies to the CONTRACTOR. When submittals are not favorably reviewed, the ENGINEER will retain only two (2) copies and will return all others to the CONTRACTOR. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submission to the ENGINEER at least by the second submission of data. The CITY reserves the right to deduct monies from payments due the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the second submission.

J. Favorable review by the ENGINEER will not constitute acceptance by the ENGINEER of any responsibility for the accuracy, coordination, and completeness of the Shop Drawings or the items of equipment represented on the Drawings. Accuracy, coordination, and completeness of Shop Drawings shall be the sole responsibility of the CONTRACTOR, including responsibility to back check comments, corrections, and modifications from the ENGINEER's review before fabrication. Supplemental, specific requirements for Shop Drawings and details are contained in the applicable technical sections of these Specifications.

K. Copies of schedules and Shop Drawings submitted to the ENGINEER for review shall be such as to provide three (3) copies for the ENGINEER's files, and such additional copies as the CONTRACTOR may desire for its own office files and/or for distribution by it to subcontractors or vendors. Exceptions will be noted in specific sections of Specifications. All Shop Drawings and supporting data, catalogs, and schedules shall be submitted as the instruments of the CONTRACTOR, who shall be responsible for their accuracy and completeness. These submittals may be prepared by the CONTRACTOR, subcontractors, or suppliers, but the CONTRACTOR shall ascertain that submittals meet all of the

requirements of the Contract, while conforming to structural, space, and access conditions at the point of installation. The CONTRACTOR shall check all submittals before submitting them to the ENGINEER.

- L. The ENGINEER shall check and review schedules, drawings, etc., submitted by the CONTRACTOR only for general design conformance with the concept of the Project and compliance with the Contract. Shop Drawings shall not be used to order products' fabrication or delivery for construction or installation unless submitted to and favorably reviewed by the ENGINEER. Acceptance by the ENGINEER of any drawings, method of work, or any information regarding materials and equipment the CONTRACTOR proposes to furnish shall not relieve the CONTRACTOR of its responsibility for any errors therein and shall not be regarded as an assumption of risks or liability by the Design ENGINEER or the CITY, or any officer or employee thereof, and the CONTRACTOR shall have no recourse against the CITY under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the ENGINEER has no objection to the CONTRACTOR using, upon its own full responsibility, the plan or method of work proposed or furnishing the materials and equipment proposed.

6.15 CONTINUING THE WORK

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

6.16 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

- A. CONTRACTOR warrants and guarantees that all WORK will be in accordance with the Contract Documents and will not be defective. The CONTRACTOR represents that the WORK performed pursuant to the Contract shall be of the quality specified or of the highest quality if no quality is specified, and shall conform to the Contract Documents. The CONTRACTOR warrants all equipment, material, products, and workmanship furnished and all work performed under the Contract against defects for a period of one (1) year after final acceptance regardless of whether the same were furnished or performed by the CONTRACTOR or by any of its subcontractors or suppliers of any tier.
- B. The CONTRACTOR shall make, at its own expense, all repairs and/or replacements necessitated by defects in the equipment, materials, and/or products and in the workmanship provided by the CONTRACTOR or any of its subcontractors that become evident within the warranty period.

- C. Upon receipt of written notice from the CITY of any breach of warranty during the applicable warranty period, the affected item shall be redesigned, repaired, or replaced by the CONTRACTOR and the CONTRACTOR shall perform such tests as the CITY may require to verify that such redesign, repair, and replacement comply with the requirements of the Contract. The CITY shall have the right to operate and use such equipment, materials, and/or products until they can, without damage to the CITY, be taken out of service for correction or replacement by the CONTRACTOR. As to the redesigned, repaired, or replaced work, the CONTRACTOR warrants such redesigned, repaired, or replaced work against defective design, equipment, materials, products, and workmanship for a period of one (1) year from and after the date of satisfactory completion of such redesigned, repaired, or replaced work. The CITY reserves the right to require that the CONTRACTOR performs such repair or replacement work.
- D. The CITY also reserves the right to make such repairs or replacements, if, within seven (7) calendar days after the mailing of a notice in writing to the CONTRACTOR and Surety, the CONTRACTOR shall neglect to make or undertake with due diligence the aforesaid repairs or replacements and that Surety within seven (7) calendar days after mailing of a notice in writing of such negligence of the CONTRACTOR shall neglect to make or undertake with due diligence the aforesaid repairs or replacements itself, provided, however, that in the case of an emergency where in the opinion of the CITY delay would cause hazard to health or serious loss or damage, repair may be made without notice being sent to the CONTRACTOR or Surety, and the CONTRACTOR shall pay the cost thereof.
- E. All costs including workforce and materials incidental to such redesign, repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment necessary to gain access and all other costs incurred as the result of a breach of warranty shall be borne by the CONTRACTOR whether performed by the CITY or the CONTRACTOR.
- F. Nothing in this section shall be construed to limit, relieve, or release the CONTRACTOR, subcontractor's, and equipment, materials, and/or products suppliers, and other service providers' liability to the CITY for damages sustained as the result of latent defects in the workmanship, equipment, materials, and/or products done and/or furnished by the CONTRACTOR, its subcontractors, suppliers and/or other service providers.
- G. The Performance Bond shall extend for a period of one (1) year after acceptance of the Contract by the CITY and shall cover the CONTRACTOR's obligations resulting from the warranty requirements herein specified.
- H. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, or Suppliers, or other individual or entity for whom CONTRACTOR is responsible;
 2. Normal wear and tear under normal usage.
- I. CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of WORK that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents:
1. Observations by ENGINEER;
 2. Recommendation by ENGINEER or payment by CITY of any progress or final payment;
 3. The issuance of a Certificate of Completion by the CITY;
 4. Use or occupancy of the WORK or any part thereof by the CITY;
 5. Any acceptance by CITY or any failure to do so;
 6. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice or acceptability by ENGINEER pursuant to Paragraph 14.7 B.;
 7. Any inspection, test, or approval by others; or
 8. Any correction of Defective Work by CITY.

6.17 INDEMNIFICATION

- A. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless to the full extent permitted by law, City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the WORK or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the City. Such indemnification by the CONTRACTOR shall include, but not be limited to, the following:
1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its subcontractors, employees, or

agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, or agents;

2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's, or Supplier's own employees, or agents engaged in the WORK resulting in actions brought by or on behalf of such employees against the CITY and/or the ENGINEER;
3. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the CONTRACTOR, its subcontractors, employees, or agents;
4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement;
5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the CITY or any other parties by the CONTRACTOR, its subcontractors, employees, or agents;
6. Liability or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, its subcontractors, employees, or agents;
7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the CONTRACTOR;
8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the CONTRACTOR, Subcontractors, Suppliers, or any of their employees or agents, and;
9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the CITY, the ENGINEER, their consultants, subconsultants, and the officers, directors, employees and agents of each or any of them, to the extent caused by the CONTRACTOR's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous thereto or its performance of the WORK thereon.

- B. The CONTRACTOR shall reimburse the CITY for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said CITY in enforcing the provisions of this Paragraph.
- C. The indemnification obligation under this Article 11 shall not be limited in any way by any limitation on the amount or type of insurance carried by CONTRACTOR or by the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. Pursuant to California Public Contract Code Section 9201, City shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

6.18 CONTRACTOR'S DAILY REPORTS

- A. The CONTRACTOR shall complete a daily report indicating location worked, total manpower for each construction trade, major equipment on Site, each Subcontractor's manpower and equipment, weather conditions, and other related information involved in the performance of the WORK. These components will be decided by the ENGINEER.

6.19 CONTRACT DOCUMENTS AND RECORD DRAWINGS

- A. The CONTRACTOR shall keep on the work site a copy of the Contract Documents and shall at all times give the ENGINEER access thereto. Any drawings included in the Specifications shall be regarded as part thereto and of the Contract. Anything mentioned in these Specifications and not shown on the Project Drawings, or shown on the Project Drawings and not mentioned in these Specifications, shall be of like effect as though shown or mentioned in both. The ENGINEER will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the CONTRACTOR's guidance. It shall be the duty of the CONTRACTOR to see that the provisions of the Contract Documents are complied with in detail irrespective of the inspection given the work during its progress by the ENGINEER. Any failure on the part of the CONTRACTOR to observe the requirements contained in the Contract Documents will be sufficient cause for the rejection of the work at any time before its acceptance.
- B. The CONTRACTOR shall maintain, at the jobsite, one record set of Drawings in good order and clearly marked to show any deviations which have been made from the Drawings, including concealed construction and utility features which are revealed during the course of construction. Marked prints shall be updated at least once each week and shall be available to the ENGINEER for review as to

currency prior to developing partial payment estimates. Upon completion of the work, the marked set of prints shall be delivered to the ENGINEER.

- C. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the Record Drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.
- D. Requests for partial payments will not be approved if the updated set of Drawings is not in good order or is not kept current. Request for final payment will not be approved until the complete and correct Record Drawings are delivered to the ENGINEER.

6.20 CLEAN UP

The CONTRACTOR shall, at all times, keep the premises, occupied by it in relation to this Contract, in a neat, clean, and safe condition and at all times provide reasonable access thereto. The CONTRACTOR shall, as a minimum, conduct daily inspections to verify that requirements of this Article are being met.

- A. During the progress of the WORK, the CONTRACTOR shall:
 - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of material.
 - 2. Provide adequate storage of all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the environment.
 - 3. Remove any accumulation of scrap, debris, waste material, and other items not required for construction of this work.
 - 4. Dispose of existing materials and equipment to be demolished and removed and all trash such as broken concrete, wood blocking, shipping containers, etc., resulting from the contract work off the premises occupied by the CONTRACTOR, including CITY property, at the CONTRACTOR's expense. CITY-leased dumpsters and other disposal containers on CITY's property, unless specifically provided by the CONTRACTOR, shall not be used by the CONTRACTOR.
 - 5. Maintain all excavation, embankments, haul roads, permanent access roads, Plant site, waste disposal areas, borrow areas, and all other work areas within contract work limits free from dust, as determined by the

ENGINEER. Industry-accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment, or similar methods, will be permitted. No separate payment will be made to the CONTRACTOR for dust control.

- B. If the CONTRACTOR fails to comply with any of the foregoing, the CITY will transmit written notification of noncompliance. If, within five (5) calendar days of the written notification, the CONTRACTOR fails to comply, cleanup may be undertaken by the CITY at the expense of the CONTRACTOR.
- C. Upon completion of any portion of any WORK, the CONTRACTOR shall promptly remove all of its equipment, temporary structures, and surplus construction and other materials not to be used at or near the same location during later stages of work. Upon completion of any WORK and before final inspection is made, the CONTRACTOR shall unless otherwise specifically directed by the ENGINEER:
 - 1. Remove from the job site all plant, buildings, tools, surplus materials, equipment, forms, rubbish, scrap, debris, and waste.
 - 2. Clean all paved areas on the site. Completely remove all resultant debris.
 - 3. Visually inspect all interior surfaces, and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint droppings, spots, stains, and dirt from finished surfaces. Use only approved cleaning materials and equipment.
 - 4. Restore any improved area used for the CONTRACTOR's work or material storage to its condition at the time the CONTRACTOR moved onto the site or to the satisfaction of the ENGINEER.
 - 5. Schedule final cleaning and improvement restoration to enable the CITY to accept a completely clean and restored project.

6.21 STORM WATER POLLUTION PREVENTION

A. General

- 1. Prevention - The CONTRACTOR shall prevent the pollution of storm drain systems and creeks on or near the construction project site(s) resulting from the construction operation. The CONTRACTOR shall keep pollution out of storm drains by reducing the possibility of accidental discharge of materials and wastes, by reducing erosion and sedimentation, and by any action as required. The CONTRACTOR shall train all employees and subcontractors on the storm water pollution prevention

requirements contained in these Specifications and ensure that all employees and subcontractors are aware of the consequences as described in subsection A.3. below. The CONTRACTOR shall include appropriate subcontract provisions to ensure that these requirements are met by all subcontractors.

2. Notification - If the CONTRACTOR causes or permits the spillage or overflow of any sewage, oil, or petroleum product, hazardous substance, contaminant, or waste that may result in the fluid or substance being discharged directly or indirectly into any storm drains, creeks, wetlands, or other manmade or natural waterways the CONTRACTOR shall notify the CITY as soon as possible to the extent notification can be provided without substantially impeding cleanup or other emergency measures. In no event shall such notification be later than one hour after knowledge of the occurrence.
3. Cleanup - Immediately upon gaining knowledge of such spillage, overflow, or discharge, the CONTRACTOR shall eliminate the cause of the spillage, overflow, or discharge and take action to minimize any damages. The CONTRACTOR shall also immediately implement a cleanup program. The cleanup, including sampling and testing required by regulatory agencies to determine the nature and level of contamination shall be performed and completed to the satisfaction of the various regulatory agencies involved and the CITY, at the expense of the CONTRACTOR. Any fines, penalties, and/or subsequent actions imposed upon the CITY and/or the CONTRACTOR by regulatory agencies related to the spillage, overflow, or discharge and any subsequent monitoring, testing, and reporting, as required by regulatory agencies, shall also be at the expense of the CONTRACTOR. The CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on site. The quantity of cleanup materials shall be appropriate in consideration of the risk of an occurrence of a spill, overflow or discharge.

B. Management of Nonhazardous Material and/or Waste

1. Designated Area - The CONTRACTOR shall propose designated areas of the project site, for approval by the ENGINEER, suitable for material delivery, storage, and waste collection that to the maximum extent practicable are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.
2. Backfill or Excavated Material - The CONTRACTOR shall not allow backfill or excavated material to enter the storm drains or creeks. When rain is forecast within 24 hours or during wet weather, the

CONTRACTOR may be required to cover such material with a tarpaulin and to surround the material with sand bags.

3. Street Sweeping - At least once per week or more frequently as directed by the ENGINEER, the CONTRACTOR shall clean and sweep roadways and on-site paved areas of all materials attributed to or involved in the work. The CONTRACTOR shall not use water to flush down streets in place of street sweeping.
4. Disposal - At the end of each working day, the CONTRACTOR shall collect all scrap, debris, and waste material, and dispose of such materials properly. The materials may be stored in the CONTRACTOR's yard in stockpiles or placed in dumpsters. The CONTRACTOR shall inspect dumpsters for leaks and replace or repair dumpsters that leak. The CONTRACTOR shall not discharge water from cleaning dumpsters on site. The CONTRACTOR shall arrange for regular waste collection before dumpsters overflow.

C. Management of Hazardous Material and/or Waste

1. Storage - The CONTRACTOR shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels, and all hazardous wastes, such as waste oil and antifreeze in accordance with all applicable state and federal regulations. The CONTRACTOR shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations. All such materials and wastes shall be covered, as needed, to avoid rainwater becoming polluted with hazardous constituents which could result in potential management of collected rain water as a hazardous waste. The CONTRACTOR shall keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on site.
2. Usage - When rain is forecast within 24 hours or during wet weather, the CONTRACTOR shall refrain from applying chemicals in outside areas. The CONTRACTOR shall follow material manufacturer's instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. The CONTRACTOR shall post warning signs in areas treated with chemicals.
3. Disposal - The CONTRACTOR shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes. The CONTRACTOR shall dispose of hazardous waste in accordance with all applicable local, state and federal regulations. The CONTRACTOR shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials. The CONTRACTOR shall

report any hazardous materials spill to the CITY in accordance with Section A.2 above.

D. Vehicle/Equipment Cleaning, Maintenance, and Fueling

1. General - The CONTRACTOR shall inspect vehicles and equipment arriving on site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.

The CONTRACTOR shall comply with federal, state, and city requirements for aboveground storage tanks.

2. Cleaning - The CONTRACTOR shall perform vehicle or equipment cleaning with water only in a designated, bermed area that will not allow rinse water to run off site into streets, gutters, storm drains, or creeks. Soaps, solvents, degreasers, steam-cleaning equipment, or equivalent methods shall not be allowed.
3. Maintenance and Fueling - The CONTRACTOR shall perform maintenance and fueling of vehicles or equipment in areas that will not allow run-on of storm water or runoff of spills to storm drains and provide for confined clean-up. Examples are working in bermed areas or utilizing drip pans. The CONTRACTOR shall not contaminate the soils or groundwater with such maintenance and fueling activities.

The CONTRACTOR shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured, and shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in Section C.3 above.

E. Dewatering Operations

1. Sediment Control - The CONTRACTOR shall route water through a control measure, such as a sediment trap, sediment basin, or Baker tank, to remove settleable solids prior to discharge to the storm drain system. Straw bales shall be placed in front of storm drain inlets as required. Filtration of the water following the control measure may be required on a case-by-case basis. Approval of the control measure shall be obtained in advance from the ENGINEER. If the ENGINEER determines that the dewatering operation would not generate an appreciable amount of settleable solids, the control measure requirement above may be waived.
2. Contaminated Groundwater - If the project is within an area of known groundwater contamination or if contamination is found, water from

dewatering operations shall be tested prior to discharge. If the water quality meets Regional Water Quality Control Board (RWQCB) standards, it may be discharged to a storm drain or creek. Otherwise, the water shall be hauled off site for proper disposal.

F. Paving or Oiling Operations

1. When rain is forecast within 24 hours or during wet weather, the ENGINEER may prevent the CONTRACTOR from paving or oiling the street. The ENGINEER may direct the CONTRACTOR to protect drainage courses by using control measures, such as earth dike, straw bale, and sand bag, to divert runoff or trap and filter sediment.
2. The CONTRACTOR shall prevent saw-cut slurry from entering catch basins and storm drains by limiting the area over which the slurry may spread.
3. The CONTRACTOR shall cover catch basins and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
4. The CONTRACTOR shall not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into gutters, storm drains, or creeks. The CONTRACTOR shall either collect the sand and return it to the stockpile or dispose of it in a trash container.

G. Concrete, Grout, and Mortar Waste Management

1. Concrete Truck/Equipment Washout - The CONTRACTOR shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks. The CONTRACTOR shall perform washout of concrete trucks or equipment off site or in a designated area on site where the water will flow onto dirt or into a temporary pit in a dirt area. The CONTRACTOR shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, the CONTRACTOR shall collect the wash water and remove it off site.
2. Exposed Aggregate Concrete Wash Water - The CONTRACTOR shall avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, the CONTRACTOR shall filter the wash water through straw bales or equivalent material before discharging to a storm drain. The CONTRACTOR shall collect sweepings from exposed aggregate concrete for disposal.

H. Paint Disposal and Clean-up

1. Disposal of Unused Paint - The CONTRACTOR shall carefully use, store and dispose of paint, solvents, chemicals, and waste materials in compliance with all applicable state and federal regulations. The CONTRACTOR shall not dispose of paint to sanitary sewer systems or storm drains. The CONTRACTOR shall utilize other recycling and disposal services as follows:
 - a. "Recycling Centers" and "Waste Disposals" as may be listed in the yellow pages.
 - b. Local household hazardous waste facility if appropriate.

The CONTRACTOR may dispose of small amounts of leftover latex (water-based) paint by applying the paint to the surface of an item to be discarded and allowing it to dry thoroughly, then disposing of it in a dumpster.

The CONTRACTOR shall store these materials and conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or runoff of spills. The CONTRACTOR shall not allow wash water from cleaning of painting equipment and tools into streets, gutters, storm drains, or creeks.

2. Disposal of Paint Clean-up Waste - The CONTRACTOR shall remove as much excess paint as possible from brushes, rollers, and equipment before starting cleanup.
 - a. The CONTRACTOR shall not discharge cleaning wastes from oil-based paints, buckets, brushes or tools to the sanitary sewer system. The CONTRACTOR shall retain a certified waste hauler to recycle or to dispose of cleaning wastes from oil-based paints at the CONTRACTOR's expense.
 - b. The CONTRACTOR may discharge very small amounts of cleaning wastes from brushes, rollers, buckets, and tools contaminated with latex (water-based) paints to the sanitary sewer system provided they do not contain additives with pollutants of concern (e.g., mercury, tributyltin). Brushes, rollers, and tools containing latex paints may be washed over a sink with plenty of water. Buckets containing latex paints shall first be emptied into the original can or discarded as specified in paragraph 1 above. Should excessive amounts of paint or solvent be found in the wastewater discharged, the CONTRACTOR may be subject to

enforcement action by the CITY in accordance with the City Codes.

- c. The CONTRACTOR shall not discharge any of these paint clean-up wastes to storm drains, streets, gutters, or creeks.
 - d. Waste Disposal - The CONTRACTOR shall dispose of waste thinner, solvent, and sludge from cleaning of equipment and tools as hazardous waste, as described in Section C.3 above. The CONTRACTOR shall dispose of excess thinners, solvents, and oil- and water-based paint as hazardous waste.
- I. Contaminated Soil - If the project is within an area of known soil contamination or evidence of soil contamination is found, the CONTRACTOR shall comply with the requirements of all applicable local, state and federal regulations.

ARTICLE 7 – OTHER WORK

7.1 RELATED WORK AT SITE

- A. The CITY may perform other work related to the Project at the Site by the CITY's own forces, have other work performed by utility owners, or let other direct contracts for such other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.
- B. The CONTRACTOR shall afford each person who is performing the other work (including the CITY's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will not only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.
- C. If the proper execution or results of any part of the CONTRACTOR's work depends upon such other work by another, the CONTRACTOR shall inspect and report to the ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the CONTRACTOR's work except for latent or nonapparent defects and deficiencies in the other work.

7.2 COORDINATION

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

ARTICLE 8 – CITY’S RESPONSIBILITIES

8.1 COMMUNICATIONS

- A. Except as may be otherwise provided in these General Conditions or the Supplementary General Conditions, the CITY will issue all its communications to the CONTRACTOR through the ENGINEER.

8.2 PAYMENTS

- A. The CITY will make payments to the CONTRACTOR as provided in Article 14.

8.3 LANDS, EASEMENTS, AND SURVEYS

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

8.4 REPORTS AND DRAWINGS

- A. The CITY will identify and make available to the CONTRACTOR copies of reports of physical conditions at the Site and drawings of existing structures which have been utilized in preparing the Contract Documents as set forth in Paragraph 4.2.

8.5 CHANGE ORDERS

- A. The CITY will execute Change Orders as indicated in Article 10.

8.6 INSPECTIONS AND TESTS

- A. The CITY’S responsibility for inspections and tests is set forth in Paragraph 13.3.

8.7 SUSPENSION OF WORK

- A. The CITY’s right to stop work or suspend work is set forth in Paragraphs 13.4 and 15.1.

8.8 TERMINATION OF AGREEMENT

- A. The CITY's right to terminate services of the CONTRACTOR is set forth in Paragraphs 15.2 and 15.3.

8.9 LIMITATION ON CITY'S RESPONSIBILITIES

- A. The CITY shall not supervise, direct or have control or authority over, nor be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the WORK. CITY will not be responsible for CONTRACTOR's failure to perform or furnish the WORK in accordance with the Contract Documents.

8.10 UNDISCLOSED HAZARDOUS ENVIRONMENTAL CONDITIONS

- A. CITY's responsibility in respect to an undisclosed hazardous environmental condition is set forth in Paragraph 4.5.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.1 CITY’S REPRESENTATIVE

- A. The ENGINEER will be the CITY’S representative during the construction period. The ENGINEER shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications, the proposal and the contract documents therefor; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR; and all questions as to claim and compensation.

9.2 OBSERVATIONS ON THE SITE

- A. The ENGINEER will make observations on the Site during construction to monitor the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. The ENGINEER will not be required to make exhaustive or continuous inspections to check the quality or quantity of the WORK.

9.3 PROJECT REPRESENTATION

- A. The ENGINEER may furnish a Resident Project Representative to assist in observing the performance of the WORK. The duties, responsibilities, and limitations of authority of any such Resident Project Representative will be as provided in the Supplementary General Conditions.

9.4 CLARIFICATIONS

- A. The ENGINEER will issue with reasonable promptness such written Clarifications of the requirements of the Contract Documents as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK

- A. The ENGINEER may authorize variations in the WORK from the requirements of the Contract Documents. These may be accomplished by a Field Order and will require the CONTRACTOR to perform the WORK involved in a manner that minimizes the impact to the WORK and the Contract Times. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Times, the CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

9.6 REJECTING DEFECTIVE WORK

- A. The ENGINEER will have authority to reject Defective Work and will also have authority to require special inspection or testing of the WORK as provided in Article 13.

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

- A. In accordance with the procedures set forth in the General Requirements, the ENGINEER will review all CONTRACTOR submittals.
- B. The ENGINEER's responsibilities for Change Orders are set forth in Articles 10, 11, and 12.
- C. The ENGINEER's responsibilities for Applications for payment are set forth in Article 14.

9.8 DECISIONS ON DISPUTES

- A. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and of the acceptability of the WORK thereunder. Claims, disputes, and other matters relating to the acceptability of the WORK and interpretation of the requirements of the Contract Document pertaining to the performance of the work shall be determined by the ENGINEER. Any claims in respect to changes in the Contract Price or Contract Times shall be resolved in accordance with the requirements set forth in Articles 10, 11, and 12.

9.9 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

- A. Neither the ENGINEER's authority to act under this Article 9 or other provisions of the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.
- B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory," or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ENGINEER any duty or authority

to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9 C.

- C. The ENGINEER 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 performance of the WORK. The ENGINEER will not be responsible for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR nor of any Subcontractor, Supplier, or any other person or organization performing any of the WORK.

ARTICLE 10 – CHANGES IN THE WORK

10.1 GENERAL

- A. Without invalidating the Agreement and without notice to any surety, the CITY may at any time or from time to time, order additions, deletions, or revisions in the WORK. Such additions, deletions or revisions will be authorized by a Change Order or Field Order. Upon receipt of any such document, CONTRACTOR shall promptly proceed to implement the additions, deletions, or revisions in the WORK in accordance with the applicable conditions of the Contract Documents.
- B. The 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 and except in the case of uncovering work as provided in Paragraph 13.3.F and G.
- C. The CITY and the CONTRACTOR shall execute appropriate Change Orders covering:
 - 1. Changes in the WORK which are ordered by the CITY pursuant to Paragraph 10.1 A.;
 - 2. Changes required because of acceptance of Defective Work under Paragraph 13.6; and
 - 3. Changes in the Contract Price or Contract Times which are agreed to by the parties under Articles 11 and/or 12, respectively.
- D. If notice of any change in the WORK is required to be given to a surety, the giving of any such notice shall be the CONTRACTOR's responsibility. If the change in the WORK affects the Contract Price, the CITY 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 CITY and 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 WORK pending the issuance of a Change Order.
- F. If the CITY 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 Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of time and materials so as to minimize the impact on and delays to the WORK, and the CONTRACTOR may make a claim as provided in Articles 11 and 12.

10.2 ALLOWABLE QUANTITY VARIATIONS

- A. In the event of an increase or decrease in the quantity of any bid item under a unit price contract, the total amount of work actually done or materials or equipment furnished will be paid for according to the unit price established for such work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of 25 percent of the estimated quantity of any unit price bid item of the WORK.
- B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon by the CITY and the CONTRACTOR by Change Order.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR FOR PERFORMING THE work. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4; or
 3. On the basis of the cost of work (determined as provided in Paragraph 11.3) plus the CONTRACTOR's overhead and profit (determined as provided in Paragraph 11.4).
- C. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 10 days) after the start of the event giving rise to the claim and shall state the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after the start of such event (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of such event. All claims for adjustment in the Contract Price will be determined by the ENGINEER. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1 C.

11.2 COSTS RELATING TO WEATHER

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

11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

- A. **General:** The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5.
- B. **Labor:** The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is

done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers will be paid only when such costs are not included in the invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Nondirect labor costs including superintendence shall be considered part of the markup set out in Paragraph 11.4.

C. **Materials:** Materials must be specifically authorized by the ENGINEER. The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the Site in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:

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

D. **Equipment:** The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates." Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment will be the rate resulting in the least total cost to the CITY for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the above-

referenced publication, an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishment of the rental rate. Payment for equipment shall be subject to the following:

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

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

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation will be considered to be half-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation;
2. When daily rates are listed, any part of a day less than 4 hours operation will be considered to be half-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and

materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs 3, 4, and 5, following;

3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3 D., herein;
4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the Site, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein accordance with the provisions of Paragraph 11.3 B., herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages; and
5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.

F. **Special Services:** Special work or services are defined as that work characterized by extraordinary complexity, sophistication, innovation, or a combination of the foregoing attributes which are unique to the construction industry. The ENGINEER will make estimates for payment for special services and may consider the following:

1. When the ENGINEER and the CONTRACTOR, determine that a special service or work is required which cannot be performed by the forces of the CONTRACTOR or those of any of its Subcontractors, the special service or work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ENGINEER, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs;
2. When the CONTRACTOR is required to perform work necessitating special fabrication or matching process in a fabrication or a machine shop facility away from the Site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization; and
3. All invoices for special services will be adjusted by deducting all trade discounts. In lieu of the allowances for overhead and profit specified in

Paragraph 11.4, herein, an allowance of 15 percent will be added to invoices for special services.

- G. **Sureties;** All work performed hereunder shall be subject to all provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to Bonds or supplemental Bonds shall be submitted to the CITY for review prior to the performance of any work hereunder.

11.4 CONTRACTOR'S OVERHEAD AND PROFIT

- A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the ENGINEER, plus allowances for overhead and profit. No additional mark-ups and/or surcharges will be added to the cost. The allowance for overhead and profit will include full compensation for superintendence, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraph 11.3. The allowance for overhead and profit will be made in accordance with the following schedule:

Overhead and Profit Allowance

Labor 20 percent
Materials 15 percent
Equipment ... 15 percent

To the sum of the costs and markups provided for in this Article, an additional 2 percent of the sum will be added as compensation for Bonds and insurance.

- B. It is understood that labor, materials, and equipment for extra work may be furnished by the CONTRACTOR or by the Subcontractor on behalf of the CONTRACTOR. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein will be applied to the labor, materials, and equipment costs of the Subcontractor, to which the CONTRACTOR may add 5 percent of the Subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors, the 5 percent increase above the Subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only.

11.5 EXCLUDED COSTS

- A. The term "cost of the work" shall not include any of the following:
 - 1. Payroll costs and other compensation of CONTRACTOR's officers, executives, proprietors, partners, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and

contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR whether at the Site or in CONTRACTOR's principal or a branch office for general administration of the WORK all of which are to be considered administrative costs covered by the CONTRACTOR's allowance for overhead and profit;

2. Non-direct labor costs, including superintendence, shall be considered part of the markup for overhead and profit, and no additional payment will be allowed for such;
3. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site;
4. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments;
5. Cost of premiums for all Bonds and for all insurance whether or no CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as provided by Paragraph 11.4 above);
6. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damages to property; and
7. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Paragraph 11.4.

11.6 CONTRACTOR'S EXTRA WORK REPORT

- A. In order to be paid for extra work, the CONTRACTOR must submit a daily extra work report on the form furnished by the ENGINEER. The form must be completely filled out based on the provisions of Paragraphs 11.3 through 11.5 and signed by the CONTRACTOR and ENGINEER at the end of each work day. Failure to complete the form and obtain appropriate signatures by the next working day after the extra work of the previous day was completed will result in CONTRACTOR's costs for extra work being disallowed.

ARTICLE 12 – CHANGE OF CONTRACT TIMES

12.1 GENERAL

- A. The Contract Times may only be changed by a Change Order. Any claim for an extension of the Contract Times shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 10 days) after the start of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 30 days after the start of such event (unless the ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR is entitled as a result of said event. All claims for adjustment in the Contract Times will be determined by the ENGINEER. No claim for an adjustment in the Contract Times will be valid if not submitted in accordance with the requirements of this Paragraph 12.1 A. An increase in Contract Times does not mean that the CONTRACTOR is due an increase in Contract Price. Only compensable time extensions will result in an increase in Contract Price.
- B. All time limits stated in the Contract Documents are of the essence of the Agreement.
- C. When CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the WORK due to such delay, if a claim is made therefor as provided in Paragraph 12.1.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by CITY; acts or neglect of those performing other work as contemplated by Article 7; and fires, floods, epidemics, abnormal weather conditions, or acts of God. Delays attributable to and within the control of any Subcontractor or Supplier shall be deemed to be delays within the control of the CONTRACTOR.
- D. In no event will CITY be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for any increase in the Contract Price or other damages arising out of or resulting from the following:
1. Delays caused by or within the control of CONTRACTOR; or
 2. Delays beyond the control of both CITY and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by those performing other work as contemplated by Article 7.

12.2 EXTENSIONS OF CONTRACT TIMES FOR DELAY DUE TO WEATHER

- A. The CONTRACTOR's construction schedule shall anticipate delay due to unusually severe weather. The number of days of anticipated delay is set forth in the Supplementary General Conditions.
- B. Contract Times may be extended by the ENGINEER because of delays in excess of the anticipated delay. The CONTRACTOR shall, within 10 days of the beginning of any such delay, notify the ENGINEER in writing and request an extension of Contract Times. The ENGINEER will ascertain the facts and the extent of the delay and extend the Contract Times when, in its judgment, the findings of the fact justify such an extension.

ARTICLE 13 – INSPECTIONS AND TESTS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.1 NOTICE OF DEFECTIVE WORK

- A. Prompt notice of Defective Work known to the ENGINEER will be given to the CONTRACTOR. All Defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13. Defective Work may be rejected even if approved by prior inspection.

13.2 ACCESS TO WORK

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

13.3 INSPECTIONS AND TESTS

- A. The CONTRACTOR shall give the ENGINEER not less than 24 hours notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. The CITY shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. For inspection, tests, or approvals covered by Paragraphs 13.3C. and 13.3D. below;

2. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.3G. shall be paid as provided in said Paragraph 13.3G.; and
 3. As otherwise provided in the Contract Documents.
- C. If Laws and Regulations of any public body having jurisdiction require any WORK (or any part thereof) to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals; pay all costs in connection therewith; and furnish the ENGINEER the required certificates of inspection or approval.
- D. The CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the ENGINEER's acceptance of materials or equipment to be incorporated in the WORK or acceptance of materials, mix designs, or equipment submitted for approval prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. Such inspections, tests, or approvals shall be performed by organizations acceptable to the ENGINEER.
- E. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in any Supplementary General Conditions, the cost of such inspection and testing will be borne by the CITY. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.
- F. If any WORK (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ENGINEER not less than 24 hours notice of the CONTRACTOR's intention to perform such test or to cover the same and the ENGINEER has not acted with reasonable promptness in response to such notice.
- G. If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and recovered at the CONTRACTOR's expense.

- H. If the ENGINEER considers it necessary or advisable that covered WORK be observed by the ENGINEER or inspected or tested by others, the CONTRACTOR, at the ENGINEER's request shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such work is Defective Work, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to, fees and charges of engineers, architects, attorneys, and other professionals. However, if such work is not found to be Defective Work, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.
- I. No acceptance of equipment, materials, or work shall be construed to result from such inspections by the ENGINEER. Any inspections or tests or waivers thereof shall not relieve the CONTRACTOR of its responsibility for meeting the requirement of the Contract.

13.4 CITY MAY STOP THE WORK

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

13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

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

13.6 ACCEPTANCE OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of Defective Work, the CITY prefers to accept the Defective Work, the CITY may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the CITY's evaluation of and determination to accept such Defective Work. If

any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the CITY shall be entitled to an appropriate decrease in the Contract Price.

13.7 CITY MAY CORRECT DEFECTIVE WORK

- A. If the CONTRACTOR fails within a reasonable time after written notice from the ENGINEER to correct Defective Work, or to remove and replace Defective Work as required by the ENGINEER in accordance with Paragraph 13.5A., or if the CONTRACTOR fails to perform the WORK in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days written notice to the CONTRACTOR, correct and remedy any such deficiency.
- B. In exercising the rights and remedies under this paragraph, the CITY shall proceed with corrective and remedial action. In connection with such corrective and remedial action, the CITY may exclude the CONTRACTOR from all or part of the Site, take possession of all or part of the WORK, and suspend the CONTRACTOR's services related thereto and incorporate in the WORK all materials and equipment for which the CITY has paid the CONTRACTOR whether stored at the Site or elsewhere. The CONTRACTOR shall provide the CITY and its ENGINEER, access to the Site to enable CITY to exercise the rights and remedies under this paragraph.
- C. All direct, indirect, and consequential cost and damages incurred by the CITY in exercising the rights and remedies under this paragraph will be charged against the CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK; and the CITY shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, the CITY may make a claim therefor as provided in Article 11. Such claim will include, but not be limited to, all costs of repair or replacement of work of others, destroyed or damaged by correction, removal, or replacement of CONTRACTOR's Defective Work and all direct, indirect, and consequential damages associated therewith.
- D. The CONTRACTOR shall not be allowed an extension of Contract Times (or Milestones) because of any delay in the performance of the WORK attributable to the exercise by CITY of CITY's rights and remedies under this paragraph.

13.8 CORRECTION PERIOD

- A. The correction period for Defective Work shall be the longer of:
 - 1. One year after the date of final acceptance;

2. Such time as may be prescribed by Laws and Regulations;
 3. Such time as specified by the terms of any applicable special guarantee required by the Contract Documents; or
 4. Such time as specified by any specific provision of the Contract Documents.
- B. If, during the correction period as defined in Paragraph 13.8A above, any work is found to be Defective Work, the CITY shall have the same remedies as set forth in Paragraphs 13.5, 13.6, and 3.7 above.
- C. Where Defective Work (and damage to other work resulting therefrom) has been corrected, removed, or replaced under this paragraph, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN)

- A. The schedule of values or lump sum price breakdown established as provided in the General Requirements shall serve as the basis for progress payments and shall be incorporated into a form of “Application for Payment acceptable to the ENGINEER.

14.2 UNIT PRICE BID SCHEDULE

- A. Progress payments on account of unit price work will be based on the number of units completed.

14.3 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ENGINEER for review, the Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a subtotal, the amount of the CONTRACTOR total earnings to date; plus the value of materials stored at the Site which have not yet been incorporated in the WORK; and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for materials stored at the Site, but not yet incorporated in the WORK.

- C. The net payment due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the amount of retainage specified in the Supplementary General Conditions and the total amount of all previous payments made to the CONTRACTOR.
- D. The value of materials stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in any Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the Site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the CITY's interest therein, all of which will be satisfactory to the CITY.
- E. A ten percent (10%) retention of payment amount shall be held by the CITY from the amount of each Application for Payment.
- F. **OPTIONAL:** Partial payments for mobilization/demobilization costs shall be as follows:
 - 1. Thirty-five percent (35%) of the amount bid for mobilization/demobilization or 1.75 percent of the original Contract Price, whichever is less, shall be paid in each of the first two progress payments.
 - 2. The balance of the amount bid for mobilization/demobilization shall be paid upon completion of all WORK on the project.

14.4 CONTRACTOR'S WARRANTY OF TITLE

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

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The ENGINEER will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the application to the CITY, or return the application to the CONTRACTOR indicating in writing the ENGINEER'S REASONS FOR REFUSING TO RECOMMEND PAYMENT. In the latter case, the CONTRACTOR may make

the necessary corrections and resubmit the application. If the ENGINEER still disagrees with a portion of the application, it will submit the application recommending the undisputed portion of the application to the CITY for payment and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the ENGINEER'S recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B.) become due and when due will be paid by the CITY to the CONTRACTOR.

- B. The ENGINEER, in its discretion, may refuse to recommend the whole or any part of any payment. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect CITY from loss because:
1. The work is Defective Work or the completed WORK has been damaged requiring correction or replacement.
 2. The Contract Price has been reduced by written amendment or Change Order.
 3. The CITY has been required to correct Defective Work or complete WORK in accordance with Paragraph 13.7.
 4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.1 through 15.4 inclusive.
 5. Third party claims filed or reasonable evidence indicating probable filing of such claims; or
 6. Failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment; or
 7. Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum; or
 8. Failure of the Contractor to submit an acceptable construction schedule or failure to update the schedule; or
 9. Damage to the City or another contractor; or
 10. Reasonable evidence that the work will not be completed within the time provided for in the Contract; or

11. Contractor's failure or inability to obtain or maintain insurance coverage and bonds as required by the Contract throughout the course of the job; or
 12. Persistent failure to carry out the work in accordance with the Contract; or
 13. Failure to deliver copies of certified payrolls, as specified in Section 17.11, General Conditions.
 14. In addition, the City may deduct from any such payments due the Contractor any amounts the City may be currently or in the future authorized to retain pursuant to federal, state, or local laws or regulations, any amounts due the City from the Contractor, and any other amounts which the City is otherwise authorized to retain as specified in Special Provisions.
- C. The CITY may refuse to make payment of the full amount recommended by the ENGINEER because:
1. Claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the WORK.
 2. Liens have been filed in connection with the WORK, except where CONTRACTOR has delivered a specific Bond satisfactory to CITY to secure the satisfaction and discharge of such Liens.
 3. There are other items entitling CITY to set-off against the amount recommended, or
 4. CITY has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.5B. through 14.5C and 15.1 through 15.4 inclusive.

The CITY must give the CONTRACTOR immediate written notice stating the reasons for such action and promptly pay the CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by CITY and CONTRACTOR, when CONTRACTOR corrects to CITY's satisfaction the reasons for such action.

14.6 COMPLETION

- A. When the CONTRACTOR considers the WORK ready for its intended use, the CONTRACTOR shall notify the ENGINEER in writing that the WORK is complete. The CONTRACTOR shall attach to this request a list of all work items that remain to be completed and a request that the ENGINEER prepare a Notice of Completion. Within a reasonable time thereafter, the CONTRACTOR, and the ENGINEER shall make an inspection of the WORK to determine the status of completion. If the ENGINEER considers the WORK complete, the ENGINEER

will prepare and execute and deliver for City Council approval and recordation the Notice of Completion signed by the ENGINEER and CONTRACTOR, which shall fix the date of completion.

14.7 PARTIAL UTILIZATION

- A. The CITY shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the CITY plans to exercise said right, the CONTRACTOR will be notified in writing by the ENGINEER, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.
- B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of Partial Utilization, the CITY will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.
- C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the CITY prior to completion of the WORK.

14.8 FINAL APPLICATION FOR PAYMENT

- A. After the CONTRACTOR has completed all of the remaining work items referred to in Paragraph 14.6 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements), and other documents, all as required by the Contract Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all Liens arising out of or filed in connection with the WORK.

14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will, within 14 days after receipt

of the final Application for Payment, indicate in writing the ENGINEER's recommendation of payment and present the application to the CITY for payment.

- B. After acceptance of the WORK by the City Council, the CITY will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
1. Liquidated damages, as applicable;
 2. Amounts withheld by CITY under Paragraph 14.5B. and C. which have not been released; and
 3. In accordance with Section 17.6, one-and-one-half times the value of outstanding items of correction work or punch list items yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the ENGINEER as required by the Contract Documents, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the CITY to cover the value of all such uncompleted or uncorrected items.
- C. Prior to final payment by the CITY, the CONTRACTOR must provide the CITY a fully-executed Conditional Waiver and Release Upon Final Payment in accordance with California Civil Code Section 3262.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.1 SUSPENSION OF WORK BY CITY

- A. The CITY may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt of a notice of resumption of work. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both directly attributable to any suspension if the CONTRACTOR makes an approval claim therefor as provided in Articles 11 and 12.

15.2 TERMINATION OF AGREEMENT BY ENGINEER FOR DEFAULT

- A. In the event of default by the CONTRACTOR, the ENGINEER may give seven days written notice to the CONTRACTOR and the CONTRACTOR's surety of CITY's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default within a specified period of time. It will be considered a default by the CONTRACTOR whenever CONTRACTOR shall:
1. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;
 2. Disregard or violate the Laws or Regulations of any public body having jurisdiction;
 3. Fail to provide materials or workmanship meeting the requirements of the Contract Documents;
 4. Disregard or violate provisions of the Contract Documents or ENGINEER's instructions;
 5. Fail to prosecute the WORK according to the approved progress schedule;
 6. Fail to provide a qualified superintendent, competent workmen, or materials or equipment meeting the requirements of the Contract Documents;
 7. Disregard the authority of the ENGINEER; or
 8. Assign or subcontract any part of the work without the ENGINEER's consent.
- B. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the ENGINEER may then issue the notice of termination.

- C. In the event the Agreement is terminated in accordance with Paragraph 15.2A., herein, the CITY may take possession of the WORK and may complete the WORK by whatever method or means the CITY may select. The cost of completing the WORK will be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the CITY. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.

15.3 TERMINATION OF AGREEMENT BY CITY FOR CONVENIENCE

- A. Upon seven days' written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other right or remedy of the CITY, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid (without duplication of any items):
 - 1. For completed and acceptable WORK executed in accordance with the Contract Documents, prior to the effective date of termination, including fair and reasonable sums for overhead and profit of such WORK;
 - 2. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted WORK, plus fair and reasonable sums or overhead and profit on such expenses;
 - 3. For all reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. For reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.4 TERMINATION OF AGREEMENT BY CONTRACTOR

- A. The CONTRACTOR may terminate the Agreement upon 14 days written notice to the ENGINEER whenever:
 - 1. The WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the

Agreement has not been received from the ENGINEER within this time period; or

2. The CITY should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the ENGINEER by the CONTRACTOR of a request therefor, unless within said 14-day period the CITY shall have remedied the condition upon which the payment delay was based.
- B. In the event of such termination, the CONTRACTOR shall have no claims against the CITY except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

ARTICLE 16 – GENERAL TERMS

16.1 GIVING NOTICE

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.2 TITLE TO MATERIALS FOUND ON THE WORK

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

16.3 RIGHT TO AUDIT

- A. If the CONTRACTOR submits a claim to the ENGINEER for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plant or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses

all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the ENGINEER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the ENGINEER.

16.4 SURVIVAL OF OBLIGATIONS

- A. All representations, indemnifications, warranties, and guaranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the WORK or termination or completion of the Agreement.

16.5 CONTROLLING LAW

- A. This Agreement is to be governed by the law of the state in which the Project is located.

16.6 SEVERABILITY

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

16.7 WAIVER

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

ARTICLE 17 – CALIFORNIA STATE REQUIREMENTS

17.1 STATE WAGE DETERMINATIONS

- A. As required by Section 1770 and following, of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages available file at the office of the City Clerk, which copies shall be made available to any interested party on request. The CONTRACTOR shall post a copy of such determination at each job site.
- B. In accordance with Section 1775 of the California Labor Code, the CONTRACTOR shall, as a penalty to the CITY, forfeit not more than **\$200.00** for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for the work or craft in which the worker is employed for any public work done under the contract by him or her or by any subcontractor under him or her.

17.2 WORKERS' COMPENSATION

- A. In accordance with the provisions of Section 3700 of the California Labor Code, the CONTRACTOR shall secure the payment of compensation to its employees.
- B. Prior to beginning work under the Contract, the CONTRACTOR shall sign and file with the ENGINEER the following certification:

“I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the WORK of this Contract.”
- C. Notwithstanding the foregoing provisions, before the Contract is executed on behalf of the CITY, a bidder to whom a contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of workers’ compensation.

17.3 APPRENTICES ON PUBLIC WORKS

- A. The CONTRACTOR shall comply with all applicable provisions of Section 1777.5 of the California Labor Code relating to employment of apprentices on public works.

17.4 WORKING HOURS

- A. The CONTRACTOR shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The CONTRACTOR shall, as a penalty to the CITY, forfeit \$25.00 for each worker employed in the execution of the Contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

17.5 CONTRACTOR NOT RESPONSIBLE FOR DAMAGE RESULTING FROM CERTAIN ACTS OF GOD

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

17.6 NOTICE OF COMPLETION

- A. In accordance with the Sections 3086 and 3093 of the California Civil Code, within 10 days after date of acceptance of the WORK BY THE City Council the ENGINEER will file, in the County Recorder's office, a Notice of Completion of the WORK.

17.7 UNPAID CLAIMS

- A. If, at any time prior to the expiration of the period for service of a stop notice, there is served upon the CITY a stop notice as provided in Sections 3179 and 3210 of the California Civil Code, the CITY shall, until the discharge thereof, withhold from the monies under its control so much of said monies due or to become due to the CONTRACTOR under this Contract as shall be sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the ENGINEER shall, in its discretion, permit CONTRACTOR to file with the ENGINEER the bond referred to in Section 3196 of the Civil Code of the State of California, said monies shall not thereafter be withheld on account of such stop notice.

17.8 RETAINAGE FROM MONTHLY PAYMENTS

- A. Pursuant to Section 22300 of the California Public Contract Code, the CONTRACTOR may substitute securities for any money withheld by the CITY to insure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY or with a state or federally chartered bank in California as to the escrow agent, who shall return such securities to the CONTRACTOR upon satisfactory completion of the Contract.
- B. Alternatively, the CONTRACTOR may request and the CITY shall make payment of retentions earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided in Section 22300 of the Public Contract Code securities deposited by the CONTRACTOR. The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account and all expenses of the CITY. These expenses and payment terms shall be determined by the CITY's Finance Director or his/her designee and the escrow agent. Upon satisfactory completion of the Contract, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of Section 22300 of the Public Contract Code. The CONTRACTOR shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of the CONTRACTOR.
- C. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the CITY.

17.9 PUBLIC WORKS CONTRACTS; ASSIGNMENT TO AWARDING BODY

- A. In accordance with Section 7103.5 of the California Public Contract Code, the CONTRACTOR and Subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising

from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

17.10 PAYROLL RECORDS; RETENTION; INSPECTION; NONCOMPLIANCE PENALTIES; RULES AND REGULATIONS

- A. In accordance with Section 1776 of the California Labor Code the CONTRACTOR and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- B. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:
1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request as well as submitted electronically online to the Department of Industrial Relations Labor Commissioner: <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>.
 2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 3. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the

CONTRACTOR, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.

- C. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.
- D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or performing the contract shall not be marked or obliterated.
- E. The CONTRACTOR shall inform the ENGINEER of the location of the records including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address.
- F. The CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the CONTRACTOR must comply with this Section. In the event that the CONTRACTOR fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

17.11 CULTURAL RESOURCES

- A. The CONTRACTOR's attention is directed to the provisions of the Clean Water Grant Program Bulletin 76A which augments the National Historic Preservation Act of 1966 (16 U.S.C. 470) as specified under Section 01560 - Temporary Environmental Controls, of the General Requirements.

17.12 PROTECTION OF WORKERS IN TRENCH EXCAVATIONS

- A. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the CONTRACTOR shall submit for acceptance by the ENGINEER, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or

other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Occupational Safety and Health, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the Contract for completion of the WORK as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the CITY or any of its officers, agents, representatives, or employees.

- B. Excavation shall not start until the CONTRACTOR has obtained a permit from the California Division of Industrial Safety and has posted it at the site.

17.13 CONCRETE FORMS, FALSEWORK, AND SHORING

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

17.14 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

- A. In accordance with the provisions with the provisions of Section 4215 of the California Government Code, the CITY shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the Contract, if such utilities are not identified by the CITY in the plans and specifications made a part of the invitation for bids. The CITY will compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.
- B. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

- C. Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of construction; provided however, nothing herein shall relieve the public agency from identifying main or trunklines in the plans and specifications.
- D. If the CONTRACTOR while performing the Contract discovers utility facilities not identified by the public agency in the Contract Documents it shall immediately notify the public agency and utility in writing.
- E. The public utility, where they are the owner, shall have the sole discretion to perform such repairs or relocation work or permit the CONTRACTOR to do such repairs or relocation work at a reasonable price.

17.15 CONTRACTOR LICENSE REQUIREMENTS

- A. In accordance with Section 7028.15 of the California Business and Professions Code:
- B. It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:
 - 1. The person is particularly exempted from this chapter.
 - 2. The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or any local agency project governed by Section 20103.5 of the Public Contract Code.
- C. If a person has previously been convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contract work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.
- D. In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, “the price of the contract” for the purpose of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- E. This section shall not apply to a joint venture license, as required by Section 7029.1 of the California Business and Professions Code. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

- F. This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- G. Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 and 7028.13 inclusive of the California Business and Professions Code. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.
- H. Any compliance or noncompliance with subdivision (G) of this paragraph shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- I. A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For the purposes of this section, a telephone response by the board shall be deemed sufficient.

17.16 DIGGING TRENCHES OR EXCAVATIONS; NOTICE ON DISCOVERY OF HAZARDOUS WASTE OR OTHER UNUSUAL CONDITIONS; INVESTIGATIONS; CHANGE ORDERS; EFFECT ON CONTRACT

- A. If this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface, the following shall apply:
 - 1. The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the ENGINEER in writing, of any:
 - a. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

- b. Subsurface or latent physical conditions at the site differing from those indicated.
- c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- d. The ENGINEER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work shall issue a change order the procedures described in the Contract.
- e. In the event that a dispute arises between the ENGINEER and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR'S cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

17.17 RETENTION PROCEEDS; WITHHOLDING; DISBURSEMENT

- A. In accordance with Section 7107 of the Public Contract Code with respects to all contracts entered into on or after January 1, 1993 relating to the construction of any public work of improvement the following shall apply:
 - 1. The retention proceeds withheld from any payment by the CITY from the original CONTRACTOR, or by the original CONTRACTOR from any subcontractor, shall be subject to this paragraph 17.18.
 - 2. Within 60 days after the date of completion of the WORK, including any punch-list WORK, the retention withheld by the CITY shall be released. In the event of a dispute between the ENGINEER and the original CONTRACTOR, the CITY may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For the purposes of this paragraph, "completion" means any of the following:
 - a. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or

commissioning, by the CITY, accompanied by cessation of labor on the work of improvement.

- b. The acceptance by the City Council of the work of improvement.
 - c. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the CONTRACTOR.
 - d. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the ENGINEER files for record a notice of cessation or a notice of completion.
3. Subject to subparagraph 17.18 A.4, within 10 days from the time that all or any portion of the retention proceeds are received by the original CONTRACTOR, the original CONTRACTOR shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the original CONTRACTOR is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.
 4. The original CONTRACTOR may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the original CONTRACTOR. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.
 5. In the event that retention payments are not made within the time periods required by this paragraph 17.18, the CITY or original CONTRACTOR shall be subject to a charge of 2 percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.
 6. Any attempted waiver of the provisions of this section shall be void as against the public policy of this state.

17.18 TIMELY PROGRESS PAYMENTS; INTEREST; PAYMENT REQUESTS

- A. If the CITY fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the CONTRACTOR, the CITY shall pay interest to the CONTRACTOR equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- B. Upon receipt of a payment request, the ENGINEER shall act in accordance with both of the following:
 - 1. Each payment request shall be reviewed by the ENGINEER as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - 2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the CONTRACTOR as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- C. The number of days available to the CITY to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the CITY exceeds the seven-day requirement set forth above.
- D. For purposes of this paragraph:
 - 1. A “progress payment” includes all payments due the CONTRACTOR, except that portion of the final payment designated by the contract as retention earnings.
 - 2. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payments is not delayed due to an audit inquiry by the financial officer of the CITY.

17.19 PREFERENCE FOR MATERIAL

- A. In accordance with Section 3400 of the California Public Contract Code, the CONTRACTOR will be provided a period prior to award of the contract for submission of data substantiating a request for a substitution of “as equal” item.

17.20 RESOLUTION OF CONSTRUCTION CLAIMS

- A. In accordance with Section 20104 et Seq. of the California Public Contract Code. This paragraph applies to all claims of \$375,000 or less which arise between the CONTRACTOR and the CITY under this Contract for:
 - 1. A time extension;
 - 2. Payment of money or damages arising from work done by or on behalf of, the CONTRACTOR pursuant to this CONTRACT and payment of which is not otherwise expressly provided for or the CONTRACTOR is not otherwise entitled to; or
 - 3. An amount the payment of which is disputed by the ENGINEER.
- B. For any claim set out in Paragraphs A.1, 2, or 3 above, the following requirements apply:
 - 1. The claim shall be in writing and include the documents necessary to substantiate the claim and be accompanied by the following certification:

“CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (GENERAL CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.”

Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.

The claim must include an actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, resequencing or acceleration. A notice of POTENTIAL CLAIM shall be submitted in advance of the performance of any work, regardless of type, in which the CONTRACTOR may claim an additional cost. CONTRACTOR shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.

2. For claims of less than fifty thousand dollars (\$50,000), the ENGINEER shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the CITY may have against the CONTRACTOR.

If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the ENGINEER and the CONTRACTOR.

The ENGINEER's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within 15 days after receipt of further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.

3. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the ENGINEER shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the CITY may have against the CONTRACTOR.

If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the ENGINEER and the CONTRACTOR.

The ENGINEER's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

4. If the CONTRACTOR disputes the ENGINEER's written response, or the ENGINEER fails to respond within the time prescribed, the CONTRACTOR may notify the ENGINEER, in writing, either within 15 days of receipt of the ENGINEER's response or within 15 days of the ENGINEER's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the ENGINEER shall schedule a meet and confer conference within 30 days for settlement of the dispute.
5. Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits its written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

C. The following procedures are established for all civil actions filed to resolve claims subject to this article:

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of Article 1.5 of Chapter 1 of Part 3 of Division 2 of the California Public Contract Code shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

In addition to Chapter 2.5 (commencing with Section 1141.10 of Title 3 of Part 3 of the Code of Civil Procedure) any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees of the other party arising out of the trial de novo .

3. The CITY shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.
4. In any suit filed under Section 20104.4 of the California Public Contract Code, the CITY shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF GENERAL CONDITIONS

file name:

SECTION III
SPECIAL PROVISIONS

Section 3. SPECIAL PROVISIONS

- 3-1 DESCRIPTION OF WORK - The work to be done at the Petaluma Community Center Assembly Hall roof consists of, in general, removal of the existing metal gutter system, its supports, and temporary sheet metal installed to extend the roof eave, and the fabrication and installation of a new gutter system and select sheet metal wall caps with the intent to prevent leaks to the interior of the building. See, as example of representative work, Section IV, plan sheet A4.1, details 2, 3, 4B, 4C, 5A, and 5B, and sheet A4.2, details 3 and 4.

The work to be done at the Petaluma Community Center Club Room roof consists of, in general, the addition of matching exterior building cladding with the intent to prevent leaks to the interior of the building. See, as example of representative work, Section IV, plan sheet A4.1, details 1, 4A and 4C, and sheet A4.2, details 1 and 2.

The work to be done at the Petaluma Community Center storefront windows consists of, in general, the removal of the existing windows and the replacement with a new storefront window system including internal flashing, sill and other framing to prevent water intrusion and allow adequate drainage. See, as examples of representative work, Section VI, plan sheets A4.1 and 4.2 for the details pertaining to this work.

Work elements for the entire project shall include, but not be limited to, review of existing exterior building weather proofing and drainage system; fabrication of new exterior weather proofing and drainage systems to match existing building aesthetic; clean and prep of all building areas prior to installation; installation of new sheet metal and window products; protection of window systems, doors and other building components at walls; working around existing roof mounted equipment; pedestrian traffic control; disposal of debris; final testing; and final cleaning.

The City has reserved the rooms affected by this construction work for the dates beginning August 14, 2023 and completing September 15, 2023.

- 3-2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS – Attention is directed to Section 3.4A, “Order of Precedence of Contract Documents,” of the General Conditions is amended to read: If the CONTRACTOR discovers any errors, omissions, discrepancies, or conflicts in the Contract, he/she shall immediately so inform the ENGINEER in writing. The ENGINEER will promptly resolve such matters by issuing addenda or change orders. Failure or delay to act on the part of the ENGINEER shall not constitute a waiver of any right afforded the CITY or the ENGINEER by the Contract or constitute an implied approval. Any work affected by such discoveries that is performed by the CONTRACTOR prior to authorization by the CITY shall be at the CONTRACTOR’S risk.

Unless otherwise noted below, conflicts or inconsistencies between parts of the Contract will be resolved by the ENGINEER with a change order or an addendum, if required. Addenda and change orders bearing the most recent date shall prevail over addenda or change orders bearing earlier dates. Any reference to addenda-changed specifications or drawings shall be considered to have been changed accordingly.

In resolving conflicts, errors, or discrepancies, the order of precedence shall be as follows:

- 1) Change Orders/Addenda (most recent in time takes precedence)
- 2) Agreement and Bond Forms
- 3) Special Provisions
- 4) Technical Specifications
- 5) Drawings
- 6) City Standard Details
- 7) General Conditions
- 8) Standard Specifications (Caltrans Standard Specifications 2010 or latest revision whichever later)
- 9) Instructions to Bidders
- 10) CONTRACTOR'S Bid (Bid Schedule)
- 11) Notice Inviting Bids
- 12) Permits from other agencies as may be required by law.

- 3-3 COOPERATION - Attention is directed to Sections 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these supplementary general conditions.

The Contractor shall be advised that the Community Center is open to the Public seven (7) days a week and the primary responsibility of Community Center staff is to provide ongoing community activities and host meetings and trainings. The Contractor will provide at all times unobstructed passage into and within the building and egress from the building for both personnel and the community. The Contractor will have exclusive use of the affected rooms within this contract for the agreed upon duration of work at the affected rooms.

The Contractor will notify the City at least seven (7) working days prior to any work related to this project. All costs for performing the aforementioned work and coordination shall be included in the cost of the associated item and no separate payment will be made.

- 3-4 OBSTRUCTIONS - Attention is directed to Sections 8-1.10, "Utility and Non-Highway Facilities," and 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to the existence of mechanical and electrical facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public.

- 3-5 CONTROL OF WORK/ORDER OF WORK – Control of work and order of work shall conform to the provision in Section 5, "Control of Work", of the Standard Specifications and these special provisions.

Materials Procurement: Immediately following the City Council's contract award, the Contractor shall submit samples for approval to the City. After the materials are approved, the City will issue a Notice of Award to order the materials necessary to complete the project. The contractor shall place the material orders within five (5) days of the Notice of Award and provide confirmation to the City in writing.

Site Construction: The Community Center has reserved the dates beginning with Monday, August 14, 2023, to Friday, September 15, 2023, for construction activities. Contractor shall propose a construction start date within the date range given, allowing adequate time to complete the entire scope of work. Contractor shall notify the City as early as possible if it cannot complete construction within the date range allocated for construction. Contractor shall propose a construction start date to the City after providing written documentation from the manufacturer regarding the arrival date of the materials. The Contractor shall submit a work plan to the City for review and shall identify proposed order of work to maximize efficiency of construction, minimize impact to the Petaluma Community Center and maintain safety. If the City determines the contractor's construction schedule to be acceptable, the City will issue a Notice to Proceed with Construction.

The Contractor shall inspect the roof, gutters and building cladding with Engineer to identify areas needing repair prior to installation.

Adjacent facilities damaged during the work shall be repaired to a condition satisfactory to the Engineer or shall be removed and replaced if ordered by the Engineer. Repairing or removing and replacing damaged facilities shall be at the Contractor's expense and no additional compensation will be allowed.

- 3-6 CONTROL OF MATERIALS – The Contractor shall furnish all materials required to complete the work. Only material conforming to the requirements of the Specifications shall be incorporated into the work.

The materials furnished and used shall be new, except as may be provided elsewhere in these Specifications or the Plans. The materials shall be manufactured, handled and used in a workmanlike manner to insure completed work in accordance with the Plans and Specifications. Manufacturers' warranties, guarantees, instruction sheets and parts lists, and certificates of compliance shall be delivered to the Engineer before commencement of the work.

At the option of the Engineer, the source of supply of each of the material shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the Engineer.

All tests of material furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these Specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

All materials not conforming to the requirements of these Specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer.

No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing by the City Engineer.

Upon failure on part of the Contractor to comply with an order of the Engineer made under the provisions of this section, the City Engineer shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

For convenience in designation on the Plans or in the Specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of the manufacturer and his catalogue information. Unless otherwise provided in the Specifications or on the Plans, the use of an alternative article or materials which are of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

- The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor, and he shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and his decisions shall be final.
- Whenever the Specifications permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Such request shall be made in ample time to permit approval without delaying the work.

3-7 SCHEDULE - The Contractor shall submit a project schedule for review at the pre-construction meeting at least ten (10) working days prior to start of work. The schedule shall show the order in which the Contractor proposes to carry out the various work tasks, the dates on which he will start the several salient features of the work (including procurement of materials and equipment), the contemplated dates for completing the said salient features, and all contract submittals including the Engineer's review time.

The intent of this section is to aid in public relations, evaluate progress, determine controlling items of work, and analyze possible impacts.

3-8 SUPERINTENDENCE - The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor for the duration of the contract. Any change in the designation shall require prior approval of the Engineer.

Said authorized representative shall be present at the site of work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work, which may be required.

If work is in progress and the authorized representative is not on site, the City reserves the right to stop the work at no cost to the City.

Once the work begins, the Authorized Representative shall keep the Engineer informed of the Contractor's daily schedule. The Engineer shall have at least 24 hour advance notice of all work, on a daily basis, including subcontractor's work. If the Contractor fails

to notify the Engineer, the Engineer reserves the right to stop the work at no cost to the City.

In the case of urgency or emergency where the Contractor's authorized representative is not present on any particular part of the work and where the Engineer wishes to give notification or direction, it will be given to and be obeyed by the superintendent or foreperson who may have charge of the particular work or it will be given to and be obeyed by any worker in the area should the superintendent or foreperson not be immediately available.

All costs involved in superintendence shall be included in the contract prices paid for various items of work and no additional payment will be allowed therefore.

- 3-9 SAFETY REQUIREMENT - The Contractor shall comply with all CAL/OSHA safety requirements. It shall be the Contractor's sole responsibility for making sure these safety requirements are met and the Contractor shall fully assume all liabilities for any damages and/or injuries resulting from his or her failure to comply with the safety requirements. Failure on the City's part to stop unsafe practices shall, in no way, relieve the Contractor of his/her responsibility.

The Contractor shall call City Emergency Dispatch Center at 911 first, from a regular telephone or (707) 778-4372 from a cellular phone then call PG&E if gas is smelled. Notify PG&E immediately at (800) 743-5000 if contact, scrape, dent, nick or otherwise damage any gas or electric line.

- 3-10 PROJECT APPEARANCE - Contractor shall maintain a neat work site appearance. The Contractor shall clean up and haul away all job-related debris. When practicable, debris developed during construction shall be disposed of concurrently with its removal. Staging of equipment and storage of materials shall be done in manner and location approved by City.

If Contractor elects to use a dumpster to collect debris, Contractor shall use one of the City's Franchise Haulers per City Ordinance. Failure to maintain a clean work site and/or any required work specified in this section shall result in the City performing the work with other forces and back charge the Contractor for the costs.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

- 3-11 RESPONSIBILITY FOR DAMAGE - The Contractor shall indemnify, hold harmless, release and defend the City of Petaluma, its officers, officials, employees and agents from and against any and all liabilities, claims, demands, losses, damages, expenses, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the activities of the Contractor, his/her subcontractors, employees and agents, except such loss or damage which was caused by the sole negligence or willful misconduct of the City, its employees or agents. The City may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of claims or suits for damages as aforesaid.

- 3-12 GUARANTEE OF WORK - Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this contract by the City or the public shall constitute an acceptance of work not done in accordance with the

contract or relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and materials and pay for the costs of any damages resulting there from, which shall appear within a period of five (5) years from the date of final acceptance of the work. The City will give notice of defective materials and work with the reasonable promptness. Before requesting acceptance of the project, the Contractor shall execute a certificate of guaranty that all work shall be free from defects in material and workmanship for a period of at least five years after acceptance of the work and provide a 2-year Maintenance Bond. The contractor's attention is directed to Article 5, "Bonds and Insurance," of the General Conditions.

- 3-13 NOTICE OF POTENTIAL CLAIM - If for any reason the Contractor deems that additional compensation is due him/her for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized extra work, a Notice of Potential Claim shall be made. The Contractor shall give the Engineer a written Notice of Potential Claim for such additional compensation before work begins on the items on which the claim is based. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. The Contractor shall afford the Engineer every opportunity and facility for keeping records of the actual cost of the work. The Contractor shall keep records of the disputed work in accordance with Contract General Conditions, Section 11.3, "Cost of Work (Based on Time and Materials)".

If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Engineer who will present it to the City for consideration in accordance with local laws or ordinances.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any claim for overhead shall also be subject to audit by the City at its discretion.

Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in in-place quantity measurements or computations of unit priced pay items.

- 3-14 SITE MANAGEMENT– Contractor shall comply with all Federal, State and local regulations and ordinances governing storm water pollution prevention.

Site management shall include, but not be limited to minimizing site disturbance, installing and having sediment and erosion control materials on site as required for construction conditions. The Contractor shall be responsible for providing the measures

that would comply with SWRCB and RWQCB requirements. The Contractor shall employ and utilize environmental protection and fully observe all local, state, and federal regulations.

The Contractor shall place approved materials at roof inlets to prevent any silt or construction debris from entering the storm drain system. The Contractor shall also place drain rock bags around storm drain inlets/catch basins within 100 feet of the work/staging area.

The Contractor shall, at a minimum, provide Best Management Practices (BMPs), acceptable to the City, to address the following:

1. Housekeeping
2. Waste Containment and Control.
3. Minimizing Disturbed Areas.
4. Liquid Waste Management.
5. Hazardous Waste Management.
6. Employee and Subcontractor Training.
7. Vehicle and Equipment Fueling and Maintenance.
8. Spill Prevention and Control.
9. Sawcutting.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

3-15 HOURS OF WORK

- A. At the Community Center the hours of work shall be Monday through Friday from 7:30 a.m. to 4:30 p.m.
- B. "Night Hours" shall not be permitted unless in case of emergency.
- C. Holidays – No work shall be done on designated legal holidays: January 1st, the third Monday in January, the third Monday in February, the last Friday in March, the last Monday in May, July 4th, the first Monday in September, November 10th, Thanksgiving Day, the day after Thanksgiving, December 24th and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday.

- 3-16 RECORD ("AS-BUILT") DRAWINGS – The CONTRACTOR shall furnish Record Drawings of the complete project and procure from the Director of Public Works a full sized set of Contract Drawings. Construction drawings shall be on the construction site at all times while the work is in progress. Drawings shall show approved substitutions, if any, of material including manufacturer's name and catalog number. The Drawings shall be to scale and all indications shall be neat and legible. All information noted on the CONTRACTOR's job-site print shall be transferred to the Record Drawings by CONTRACTOR and all indications shall be recorded in a neat, legible and orderly way. The Record Drawings shall be signed by the CONTRACTOR and turned over to the Director of Public Works before the final acceptance of the project. If the CONTRACTOR fails to provide the City with an acceptable "Record Drawings", the City shall deduct \$5,000 from the amount due CONTRACTOR.

3-17 **BEGINNING OF WORK, TIME COMPLETION, AND LIQUIDATED DAMAGES**

The Contractor shall submit a baseline schedule at the pre-construction meeting. The Contractor shall begin work within 10 working days from the date of notice to proceed with construction. All contract work shall be diligently prosecuted to completion before the expiration of 20 working days beginning on the date specified in the Notice to Proceed for Construction or from the date of starting work, whichever comes first. The Contractor shall complete all of the work directed by the Engineer in all parts and requirements within the time set forth. A working day is defined in these specifications.

The Contractor shall pay to the City the sum of \$800.00 per day in liquidated damages, for each and every calendar's day delay in finishing the WORK in excess of the number of days prescribed above and/or in excess of the number of days prescribed for any scheduled operations or works described in these Special Provisions.

Actions required by the Engineer performing normal inspection, testing, review and such other duties as described elsewhere in the contract documents, shall be considered as included in the number of working days bid for completion of the contract.

3-18 **ITEM INCREASES AND DECREASES -**

Increased or Decreased Quantities

The estimated quantity of each item is for bidding purposes only. All items may be Increased or decreased, or eliminated in its entirety based on field conditions evaluated by the Engineer, and no adjustment in the contract bid items or other contract items will be made therefore. The provisions of Section 1.03(B), Increased or Decreased Quantities, of the Standard Specifications shall not apply.

3-19 **WAGE RATES** – The General Prevailing Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.2. The Contractor can download this information from the web site: <http://www.dir.ca.gov/dlsr/PWD/>. The most current prevailing wage rates shall be used.

3-20 **JOB SITE NOTICES** - The Contractor shall post job site notices in compliance with Title 8 California Code of Regulation Section 16451. The specific language that must be included in the notice relating to Department of Industrial Relations compliance monitoring, prevailing wage requirements, and instruction on how to file a complaint is as follows:

“This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning

nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: (707) 576-2362 (Santa Rosa)

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html.”

- 3-21 COST OF WORK (BASED ON TIME AND MATERIALS) - Section B of Article 11.3, Cost of Work (Based on Time and Materials), of the General Conditions is amended to read:

Labor: Actual wages will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of health and welfare, pension, vacation and apprenticeship funds.

The cost of labor is defined as the actual wages multiplied by the labor surcharge.

Labor Surcharge: The labor surcharge compensates the Contractor for statutory payroll items stipulated by federal, state or local laws. These items include Workers' Compensation, Social Security, Medicare, Federal Unemployment, State Unemployment and State Training taxes, costs of payroll taxes, liability insurance and any other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements.

The surcharge percentage to be applied to the actual wages paid for the above mentioned items will be based on the current Caltrans Labor Surcharge and Equipment Rental Rates publication.

Labor cost for equipment operators and helpers will be paid only when such costs are not included in the invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Non-direct labor costs including superintendence shall be considered part of the markup set out in Paragraph 11.4.

When the Contractor performs work at Force Account, the summary of work costs shall be submitted to the Engineer within 7 working days.

- 3-22 CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION COMPLIANCE - The prime construction contractor, and all subcontractors, shall be registered with the California Department of Industrial Relations at the time of submitting a bid for this project.

- 3-23 MEASUREMENT AND PAYMENT –

Replace Gutter Over Assembly Hall shall be paid for at the contract unit Lump Sum (LS) which price shall include full compensation for mobilization and demobilization,

furnishing all labor, materials, tools, and equipment, and doing all work involved in the demolition, preparation, removal of existing and installation of a new gutter system including eaves, flashing, counterflashing, screens, membranes, blocking, and sealants, and select sheet metal wall caps, caulking and sealing, waterproofing, including but not limited to, notifying City of proposed schedule, preparing and submitting for approval required submittals, making safe passage for the public and City Staff around work areas; cleaning and prepping of all building areas prior to work; working around existing equipment, gutters or conduits, disposal of debris, including dump fees, final cleaning, providing manufacturer warranty and any other work required for gutter removal and replacement including those not specifically enumerated and no additional allowance will be made therefor.

Modify Exterior Building Cladding at Club Room shall be paid for at the contract unit Lump Sum (LS) which price shall include full compensation for mobilization and demobilization furnishing all labor, materials, tools, and equipment, and doing all work involved in the preparation, removal of existing and installation of a new exterior building cladding, including new flashing, counterflashing, waterproof membrane, sealant, backing rod, painting, caulking and sealing, including but not limited to, notifying City of proposed schedule, preparing and submitting for approval required submittals, making safe passage for the public and City Staff around work areas; cleaning and prepping of all building areas prior to work; working around existing equipment, gutters or conduits, disposal of debris, including dump fees, final cleaning, providing manufacturer warranty and any other work required for exterior removal and replacement including those not specifically enumerated and no additional allowance will be made therefor.

Replace Storefront Window “D” and Door Assembly “1” at South Elevation of Club Room, Replace Storefront Window Assembly “A”, “B” and “C” at South Elevation of Club Room, Replace Storefront Window “J” and Door Assembly “2” at North Elevation Facing Courtyard, Replace Storefront Window Assembly “F”, “G” and “H” Facing Courtyard, Replace Storefront Window Assembly “E” at South Entry Lobby shall be paid for at the contract unit Each (EA) which price shall include full compensation for mobilization and demobilization, furnishing all labor, materials, tools, and equipment, and doing all work involved in the removal and disposal of the existing interior wood window trim, gypsum wallboard, carpeting, cement block cladding or cement plaster cladding assemblies, existing storefront assemblies and all associated flashing and counterflashing, remove, store and reinstall existing composite metal panels at Club Room storefront assembly perimeters, inspect, document and quantify existing sheathing and framing for evidence of damage, route out new 2” deep joint in the existing exterior concrete for new plan flashing assembly, provide new sill and threshold pan flashing assemblies, provide new storefront window and door assemblies to match existing size, configuration and operation with all new flashing and counterflashing assemblies, provide new cement block and cement plaster cladding assembly, restore affected interior finishes, regrade exterior landscaping as necessary to ensure proper drainage, including but not limited to, notifying City of proposed schedule, preparing and submitting for approval required submittals, making safe passage for the public and City Staff around work areas; cleaning and prepping of all building areas prior to work;

working around existing equipment, gutters or conduits, disposal of debris, including dump fees, final cleaning, providing manufacturer warranty and any other work required for replacement of storefront window and door assemblies called out in plans including those not specifically enumerated and no additional allowance will be made therefor.

Painting of Exterior and Interior Areas Affected by Repairs shall be paid for at the contract unit Lump Sum (LS) which price shall include full compensation for mobilization and demobilization, furnishing all labor, materials, tools, and equipment, and doing all work involved in the preparation, priming, sealing and painting of all exterior and interior areas affected by repairs to an architectural break, including examining the surfaces and reporting discrepancies to the Engineer, washing, cleaning, scraping and sanding the surfaces, protecting the work area, repriming previously primed surfaces as required, providing sealant at all appropriate locations, as well as notifying the City of proposed schedule, preparing and submitting for approval required submittals, making safe passage for the public and City Staff around work areas; cleaning and prepping of all building areas prior to work; working around existing equipment, gutters or conduits, disposal of debris, including dump fees, final cleaning, providing manufacturer warranty and any other work required for the painting of all exterior and interior areas affected by repairs to an architectural break as called out in plans including those not specifically enumerated and no additional allowance will be made therefor.

Work elements for the entire project shall include, but not be limited to, review of existing exterior building weather proofing and drainage system; fabrication of new exterior weather proofing and drainage systems to match existing building aesthetic; clean and prep of all roof areas prior to installation; installation of new sheet metal products; protection of window systems, doors and other building components at walls; working around existing roof mounted equipment; pedestrian traffic control; disposal of debris; final testing; and final cleaning, including additional related work not specifically enumerated and no additional allowance will be made therefor.

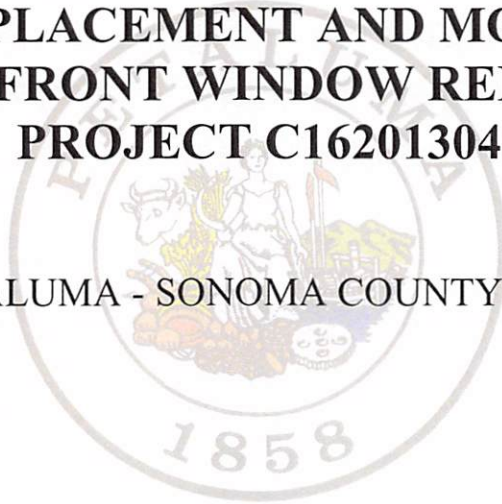
SECTION IV

**TECHNICAL SPECIFICATIONS
AND PLAN SET – ROOF GUTTER**

CITY OF PETALUMA
PETALUMA, CALIFORNIA

**PETALUMA COMMUNITY CENTER – ROOF
GUTTER REPLACEMENT AND MODIFICATION
AND STOREFRONT WINDOW REPLACEMENT
PROJECT C16201304**

CITY OF PETALUMA - SONOMA COUNTY - CALIFORNIA



Construction Drawings and Specification Prepared by:

Joseph Garcia; AIA
Principal Architect
AVELAR, Inc.

May 1, 2023
Date



590 YGNACIO VALLEY RD.
SUITE 200
WALNUT CREEK
CA 94596
(925) 954-4978
RAVELAR.COM

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. (C)2023

PETALUMA COMMUNITY CENTER
ROOF REPAIRS
320 NORTH MCDOWELL BOULEVARD
PETALUMA, CA 94954

DRAWING:
SCOPE OF WORK AND
GENERAL NOTES

SCALE: AS SHOWN
DATE: 04/25/2023

DRAWN BY: KP
CHECKED BY: DP
PROJECT#: 2017.270.03
SHEET:

A0.2

SCOPE OF WORK

GENERAL

- Document all existing conditions to be affected by the repairs prior to commencing work.
- Provide weather protection, scaffolding, screening, pedestrian barriers and all required protection measures necessary to allow for uninterrupted construction operations and ensure safe conditions at all times due to continued use of premises by the public.
- Coordinate all work with the City prior to commencement of work.
- Remove, store and reinstall all existing architectural appurtenances as necessary to perform repairs, including but not limited to, light fixtures, downspouts, signage, etc.
- Provide full protection of affected surfaces and finishes not scheduled for repairs but within the work area from damage (including but not limited to landscaping, flatwork, etc.).

I. ROOF

A. At the Community Center Multi-Use Assembly Standing Seam Metal Roof

- Coordinate with all other Scope of Work Sections.
- Remove and discard all existing gutters and gutter supports and overlaid temporary metal flashings.
- Carefully loosen existing standing seam metal roof panels at roof eave to parapet cap juncture as necessary to perform repairs.
- Provide new one-piece metal roof eave to parapet cap transition saddle flashings. Properly secure and integrate with existing metal parapet cap as shown on drawings.
- Provide new metal eave vent flashing and counterflashing assemblies with appropriate end closures, as shown on drawings. Properly fasten and seal to existing components for a watertight and secure assembly.
- Prime, seal and paint new components to match existing for a finished architectural appearance and complete job. See Painting Section of General Notes on Sheet A0.2

B. At Club Room Standing Seam Metal Roof

- Coordinate with all other Scope of Work Sections.
- Provide new metal eave vent flashing and counterflashing assemblies with appropriate end closures, as shown on drawings. Properly fasten and seal to existing components for a watertight and secure assembly.
- Prime, seal and paint new components to match existing for a finished architectural appearance and complete job. See Painting Section of General Notes on Sheet A0.2

C. At Club Room Chimney Chase

- Coordinate with all other Scope of Work Sections.
- Remove existing composite metal panel sealants joints, all sides of chimney chase.
- Remove existing composite metal panels at existing vent hood as necessary to perform repairs.
- Inspect existing water-resistive barrier, where exposed, for damage or decay. Report findings to Architect and repair or replace per Scope of Work Section II.A.
- Provide new metal hood vent flashing and waterproof membrane flashing, properly integrate with new or existing water-resistive barrier assembly.
- Reinstall the existing composite metal panels where previously removed.
- Provide new continuous closed cell backer rod and sealant at all chimney chase composite metal panel joints.
- Provide new sealant at all sheet metal flashings at chimney chase to sloping metal roof juncture. Fill rivet holes with sealant at scope of work locations.
- Prime, seal and paint to match existing for a finished architectural appearance and complete job. See Painting Section of General Notes on Sheet A0.2

II. MISCELLANEOUS

A. Unforeseen Conditions

- Remove and replace all damaged building components where evidence of damage or dry rot is discovered during the course of construction, inclusive of any visible fungal growth at interior and exterior components. Inspect, document and quantify damage prior to commencing work. Repairs due to unforeseen conditions shall be in addition to the contract cost (base bid) and shall be agreed to by the City and the Contractor prior to starting repairs. The Contractor shall notify the Architect for direction upon discovery of damage.

GENERAL NOTES

GENERAL REQUIREMENTS

ALL CONSTRUCTION SHALL CONFORM TO THE 2022 CALIFORNIA BUILDING CODE AND OTHER LOCAL BUILDING CODES AND ORDINANCES.

CONTRACTOR SHALL PROVIDE THE CONTROLS AND MEASURES NECESSARY TO MAINTAIN A DEBRIS FREE SITE AT THE END OF EACH WORKDAY AS WELL AS REASONABLE PROTECTION FROM DUST AND NOISE. COORDINATE THE PROPOSED PLAN AND WORK PROTOCOLS WITH THE CITY AND ARCHITECT PRIOR TO COMMENCING WORK.

SUBMIT PRODUCT DATA, SHOP DRAWINGS, SAMPLES, PRODUCT SCHEDULE, QUALIFICATION DATA, DESIGN DATA, AND CERTIFICATES FOR EACH ELEMENT OF CONSTRUCTION, TYPE OF PRODUCT, OR EQUIPMENT SPECIFIED. PREPARE AND SUBMIT SUBMITTALS REQUIRED BY INDIVIDUAL SPECIFICATION SECTIONS.

COORDINATE CONSTRUCTION OPERATIONS INCLUDED IN DIFFERENT SECTIONS OF THE SPECIFICATIONS TO ENSURE EFFICIENT AND ORDERLY INSTALLATION OF EACH PART OF THE WORK. CONDUCT A PREINSTALLATION CONFERENCE AT PROJECT SITE BEFORE EACH CONSTRUCTION ACTIVITY WHEN REQUIRED BY OTHER SECTIONS AND WHEN REQUIRED FOR COORDINATION WITH ARCHITECT.

REQUEST FOR INFORMATION: IMMEDIATELY ON DISCOVERY OF THE NEED FOR ADDITIONAL INFORMATION, CLARIFICATION, OR INTERPRETATION OF THE CONTRACT DOCUMENTS, SPECIFICATIONS, DRAWINGS, OR EXISTING CONDITION CONTRACTOR SHALL PREPARE AND SUBMIT AN RFI.

A PROJECT CLOSEOUT CONFERENCE SHALL BE SCHEDULED, AT A TIME CONVENIENT TO CITY AND ARCHITECT, PRIOR TO THE SCHEDULED DATE OF SUBSTANTIAL COMPLETION.

WARRANTIES

WARRANTIES SPECIFIED IN OTHER SECTIONS SHALL BE IN ADDITION TO, AND RUN CONCURRENT WITH, OTHER WARRANTIES REQUIRED BY THE CONTRACT DOCUMENTS. MANUFACTURER'S DISCLAIMERS AND LIMITATIONS ON PRODUCT WARRANTIES DO NOT RELIEVE CONTRACTOR OF OBLIGATIONS UNDER REQUIREMENTS OF THE CONTRACT DOCUMENTS.

- SPECIAL WARRANTY: WRITTEN WARRANTY REQUIRED BY THE CONTRACT DOCUMENTS TO PROVIDE SPECIFIC RIGHTS FOR THE CITY.
- MANUFACTURER'S WARRANTY: WRITTEN WARRANTY FURNISHED BY INDIVIDUAL MANUFACTURER FOR A PARTICULAR PRODUCT AND SPECIFICALLY ENDORSED BY MANUFACTURER TO CITY/ APPROPRIATE PARTIES.
- CONTRACTOR'S WARRANTY: SHALL PROVIDE A 2-YEAR MINIMUM MATERIAL AND LABOR WARRANTY PER THE GENERAL CONDITIONS OF THE CONTRACT UNLESS OTHERWISE NOTED IN EACH SPECIFICATION SECTION.

DEMOLITION

CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, APPURTENANCES, TRANSPORTATION AND FACILITIES AS REQUIRED FOR DEMOLITION AND DEMOLITION CLEAN-UP OPERATIONS INCLUDING THE REMOVAL AND DISPOSAL OF ALL WASTE MATERIALS.

DEMOLITION SHALL INCLUDE BUT NOT LIMIT TO THE REMOVAL OF EXISTING ROOFING, WATERPROOF MEMBRANE, METAL FLASHINGS, PLYWOOD SHEATHING, AND ALL ITEMS REQUIRED FOR A COMPLETE JOB. CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES WITH EXISTING CONDITIONS, DOCUMENT EXISTING CONDITIONS, BY PHOTOGRAPHY, OF ADJOINING CONSTRUCTION OF SURFACES TO BE REMOVED AND REPAIRED.

ALL MATERIAL TO BE REMOVED SHALL BECOME PROPERTY OF THE CONTRACTOR. LOCATION OF DUMP AND LENGTH OF HAUL SHALL BE THE CONTRACTOR'S RESPONSIBILITY. COMPLY WITH GOVERNING EPA NOTIFICATION REGULATIONS PRIOR TO DEMOLITION.

MATERIAL SHALL BE REMOVED FROM THE SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION AND HAULED TO AN APPROVED LEGAL DUMP SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL NECESSARY ARRANGEMENTS WITH PRIVATE PARTIES AND WITH LOCAL OFFICIALS PERTINENT TO LOCATIONS AND REGULATIONS FOR SUCH DUMPING. ANY FEES OR CHARGES REQUIRED TO BE PAID FOR DUMPING OF MATERIALS SHALL BE PAID BY CONTRACTORS.

PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN.

PROVIDE CONTROLS AND MEASURES NECESSARY TO MAINTAIN A DUST FREE AND MINIMAL NOISE ENVIRONMENT AT OCCUPIED FACILITIES ADJACENT TO WHERE WORK IS TAKING PLACE. COORDINATE NOISE AND DUST CONTROL MEASURES WITH CITY PRIOR TO THE START OF CONSTRUCTION.

CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE DEMOLITION OPERATIONS BEGAN.

MEMBRANE WATERPROOFING

SELF ADHERING WATERPROOFING MEMBRANE MANUFACTURER AND PRODUCTS SHALL BE:

- WATERPROOF MEMBRANE NO. 1 (FLEXIBLE FLASHINGS):** POLYKEN 626-35 FOILASTIC FLASHING TAPE, SELF-ADHERED, 2 MIL ALUMINUM FOIL, BUTYL RUBBER ADHESIVE MEMBRANE FOR GENERAL WATERPROOF MEMBRANE USE AT OPENINGS, CORNERS, WALL TRANSITIONS, AND AS SHOWN ON DRAWINGS. WIDTHS AS INDICATED ON DRAWINGS. 627-35 SHADOWLASTIC TAPE, WOVEN POLYETHYLENE, BUTYL RUBBER ADHESIVE, TO BE USED WHERE MEMBRANE IS IN DIRECT CONTACT WITH DISSIMILAR METALS. USE PRIMER COMPATIBLE WITH SUBSTRATE AND WATERPROOF MEMBRANE PER MANUFACTURER'S RECOMMENDATIONS AND WRITTEN INSTRUCTIONS AT SUBSTRATES WHERE ADHESION IS FOUND TO BE MARGINAL.
- WATERPROOF MEMBRANE NO. 2:** NOT USED.
- WATERPROOF MEMBRANE NO. 3:** WATERPROOF MEMBRANE NO. 3: ULTRA SELF-ADHERED, 30 MIL, POLYETHYLENE, BUTYL RUBBER ADHESIVE, MEMBRANE FOR USE WHERE MEMBRANE IS REQUIRED DIRECTLY UNDER FULLY EXPOSED SHEET METAL FLASHING. APPLY PERM-A-BARRIER WB PRIMER IN CONJUNCTION WITH WATERPROOF MEMBRANE PER MANUFACTURER'S RECOMMENDATIONS AND WRITTEN INSTRUCTIONS AT SUBSTRATES WHERE ADHESION IS FOUND TO BE MARGINAL. USE WOOD-HANDLED ROLLER TO FIRMLY ADHERE MEMBRANE IN PLACE.

PROTECT ALL ADJACENT SURFACES NOT DESIGNATED TO RECEIVE WATERPROOFING.

CLEAN AND PREPARE SURFACES TO RECEIVE WATERPROOFING IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

WATERPROOFING SYSTEMS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND WRITTEN INSTRUCTIONS.

WATER RESISTIVE BARRIERS

PRE-INSTALLATION CONFERENCE BETWEEN THE ARCHITECT, CONTRACTOR AND A REPRESENTATIVE OF THE WATERPROOF MEMBRANE MANUFACTURER SHALL BE HELD PRIOR TO COMMENCEMENT OF FIELD OPERATIONS TO ESTABLISH PROCEDURES TO MAINTAIN OPTIMUM WORKING CONDITIONS AND TO COORDINATE THIS WORK WITH RELATED AND ADJACENT WORK. AGENDA FOR MEETING SHALL INCLUDE REVIEW OF SPECIAL DETAILS AND FLASHING.

MAKE ARRANGEMENTS NECESSARY TO HAVE A TRAINED EMPLOYEE OF THE MANUFACTURER ON-SITE PERIODICALLY DURING MEMBRANE WATERPROOFING WORK TO REVIEW INSTALLATION PROCEDURES.

PERFORM WORK ONLY WHEN EXISTING WEATHER CONDITIONS ARE WITHIN THE LIMITS ESTABLISHED BY THE MANUFACTURER OF THE MATERIALS AND PRODUCTS USED.

GENERAL NOTES (CONTINUED)

PROTECT ALL ADJACENT SURFACES NOT DESIGNATED TO RECEIVE WATERPROOFING.

CLEAN AND PREPARE SURFACES TO RECEIVE WATERPROOFING IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

THE WATER RESISTIVE BARRIER SYSTEMS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE LATEST SPECIFICATIONS AND RECOMMENDATIONS OF THE MANUFACTURER.

WATER RESISTIVE BARRIER MANUFACTURER AND PRODUCTS SHALL BE:

- WATER-RESISTIVE BARRIER:** SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE HENRY COMPANY SUPER JUMBO TEX WEATHER RESISTIVE BARRIER, GRADE D, 60-MINUTE.

FLASHING SHEET: HENRY MOISTOP NEXT FLASHING, MECHANICALLY FASTEN IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.

SHEET METAL FLASHING AND TRIM

ALL SHEET METAL FLASHINGS, TRIM AND ACCESSORIES SHALL BE STEEL COATED WITH 1.25 OZ. PER SQ. FT. OF HOT DIPPED ZINC (GALVANIZED) ON BOTH SIDES OF METAL. ALL GALVANIZING SHALL CONFORM TO ASTM 525 COATING G90 AS TESTED IN ACCORDANCE WITH THE TRIPLE SPOT TEST METHOD ASTM A90. METAL GAUGE SHALL BE 24 GAUGE UNLESS OTHERWISE INDICATED ON THE DRAWINGS. PROVIDE GALVANIZED AND BONDERIZED STEEL METAL AT EXPOSED FLASHINGS, AS SHOWN ON DRAWINGS, TO RECEIVE PRIMER AND PAINT FINISH. FORM PIECES IN LONGEST POSSIBLE LENGTH AND HEM ALL EXPOSED EDGES ON UNDERSIDE ¼", MITER AND SEAM CORNERS. SEAL LAPS WITH THREE BEADS OF SEALANT. SOLDER WHERE SHOWN ON DRAWINGS.

FABRICATE CORNERS AND TERMINATIONS FROM ONE PIECE WITH A MINIMUM 6-INCH-LONG LEGS; SOLDER FOR WATER-TIGHTNESS AND RIGIDITY. FABRICATE VERTICAL FACES WITH BOTTOM EDGE FORMED OUTWARD ¼ INCH AND HEMMED TO FORM DRIP, UNLESS OTHERWISE SHOWN OR NOTED ON THE DRAWINGS.

FIT ALL FLASHINGS TIGHT IN PLACE. MAKE CORNERS SQUARE, SURFACES TRUE AND STRAIGHT IN PLANES AND LINES ACCURATE TO PROFILES.

SEAL ALL JOINTS WATERTIGHT.

GALVANIZED STEEL TO BE USED AT ALL METAL FLASHINGS UNLESS INDICATED OTHERWISE ON DRAWINGS. REPAIR MINOR DAMAGE TO GALVANIZED COATING IN ACCORDANCE WITH ASTM A780. SURFACE MUST BE CLEAN, DRY, AND IN SOUND CONDITION. REMOVE ALL OIL, DUST, GREASE, DIRT, LOOSE RUST, AND OTHER FOREIGN MATERIAL TO ENSURE ADEQUATE ADHESION.

INSECT SCREEN: PROVIDE 27 GAUGE GALVANIZED, PLAIN WOVEN STEEL WIRE MESH AS SHOWN ON DRAWINGS.

REMOVE SURFACE CONTAMINATION AND OILS AND WASH WITH SOLVENT AND PRIME EXPOSED FLASHINGS AND TRIM SURFACES WITH ONE COAT OF GALVANIZE PRIMER. APPLY TWO COATS OF LATEX ENAMEL (LOW SHEEN).

GALVANIZED SHEET METAL GUTTERS AND DOWNSPOUTS

SHEET METAL GUTTERS AND DOWNSPOUTS SHALL BE GALVANIZED STEEL SHEET: ASTM A653/A653M G90 ZINC COATING, 24 GAUGE CORE STEEL AT GUTTERS AND 26 GAUGE AT DOWNSPOUTS. GUTTERS AND DOWNSPOUTS TO BE FABRICATED IN ACCORDANCE TO SMACNA, PROFILE AND CONFIGURATION AS INDICATED ON DRAWINGS. ACCESSORIES, ANCHORING DEVICES, GUTTER AND DOWNSPOUT SUPPORTS PROFILED TO SUIT GUTTERS AND DOWNSPOUTS, IN ACCORDANCE WITH SMACNA REQUIREMENTS AND AS RECOMMENDED BY FABRICATOR, MANUFACTURER, AND AS SHOWN ON THE DRAWINGS.

GUTTER SUPPORTS: 24 GA. TYPE AS RECOMMENDED BY FABRICATOR, MANUFACTURER AND AS SHOWN ON THE DRAWINGS.

DOWNSPOUT SUPPORTS: 26 GA. STRAPS AT EACH JOINT AND AT CENTER OF SECTION OR AS RECOMMENDED BY MANUFACTURER.

FASTENERS: TYPE AS RECOMMENDED BY FABRICATOR, MANUFACTURER, AND AS SHOWN ON THE DRAWINGS WITH SOFT NEOPRENE WASHERS. SAME MATERIAL AND FINISH AS GUTTERS AND DOWNSPOUTS.

EXPANSION JOINTS: AS RECOMMENDED BY MANUFACTURER.

DIVERTERS: AS REQUIRED AND AS RECOMMENDED BY MANUFACTURER. PROVIDE WHERE SHOWN ON DRAWINGS.

PROTECTIVE BACKING PAINT: ZINC MOLYBDATE ALKYD.

SOLDER: GRADE A MEETING REQUIREMENTS OF ASTM B32, COMPOSED OF 50 PERCENT PIG LEAD AND 50 PERCENT BLOCK TIN, WARRANTED PURE. FLUX SHALL BE AN APPROVED BRAND OF SOLDERING FLUX FOR THE TYPE OF METAL OR MURIATIC ACID NEUTRALIZED WITH ZINC.

PERFORM WORK IN ACCORDANCE WITH SMACNA MANUAL FOR SIZING COMPONENTS FOR RAINFALL INTENSITY DETERMINED BY A STORM OCCURRENCE OF 1 IN 5 YEARS.

FORM GUTTERS AND DOWNSPOUTS OF PROFILES AND SIZES INDICATED. VERIFY PROFILE IN FIELD. PROVIDE NEW OR MODIFY EXISTING DOWNSPOUTS AS NECESSARY FOR A COMPLETE AND WATERTIGHT ASSEMBLY. FABRICATE WITH REQUIRED CONNECTION PIECES. PROVIDE NEW ONE-PIECE INSIDE AND OUTSIDE CORNERS. PROVIDE NEW END CAPS. FORM SECTIONS TO SHAPE INDICATED ON DRAWINGS, SQUARE, AND ACCURATE IN SIZE, IN MAXIMUM POSSIBLE LENGTHS, FREE OF DISTORTION OR DEFECTS DETRIMENTAL TO APPEARANCE OR PERFORMANCE. HEM EXPOSED EDGES OF METAL. TIN EDGES OF METAL SHEET TO BE SOLDERED. SOLDER SHOP FORMED METAL JOINTS. AFTER SOLDERING, REMOVE FLUX, WIPE AND WASH SOLDER JOINTS CLEAN. WEATHER SEAL JOINTS. FABRICATE GUTTER AND DOWNSPOUT ACCESSORIES AND SOLDER WATERTIGHT.

PRIME AND PAINT ALL GUTTERS, DOWNSPOUTS, CONDUCTOR HEADS, AND ACCESSORIES PRIOR TO INSTALLATION.

JOINT PROTECTION

SEALANT NO. 1: SIKAFLEX 1A AS MANUFACTURED BY SIKA CORP USA, POLYURETHANE, TYPE S, ASTM C920, GRADE NS, CLASS 35; SINGLE COMPONENT, CHEMICAL CURING, NON-STAINING, NON-BLEEDING, NON-SAGGING TYPE. DO NOT USE ON BUILDING PAPER, PAPER FLASHING, OR ASPHALT PRODUCTS.

SEALANT NO. 2: DAP SIDE WINDER AS MANUFACTURED BY DAP PRODUCTS INC., ADVANCED HYBRID POLYMER, ASTM C920, CLASS 25, UV STABLE, PAINTABLE SEALANT.

ALL SEALANTS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

JOINT BACKING: SOFROD, MANUFACTURED BY NOMACO, INC., ROUND, JACKETED, BI-CELLULAR, COMPATIBLE WITH SEALANT; ASTM C1330, OVERSIZED 25 LARGER THAN JOINT WIDTH.

JOINT ISOLATION FILLER: DECK-O-FOAM EXPANSION JOINT FILLER, POLYETHYLENE, CLOSED-CELL, CHEMICAL-RESISTANT, UV STABLE, COMPRESSIBLE FOAM, AS MANUFACTURED BY W.R. MEADOWS.

PAINTING AND COATING

PROVIDE ONE COAT OF PRIMER AND TWO COATS OF PAINT ON ALL NEW SURFACES TO BE PAINTED. COLOR AND SHEEN TO MATCH EXISTING.

REMOVE SURFACE CONTAMINATION AND OILS AND WASH GALVANIZED SURFACES. APPLY COAT OF ETCHING PRIMER TO ALL METAL SURFACES. PRIME ALL SURFACES.

PAINT ALL PREVIOUSLY PAINTED SURFACES FOR A COMPLETE JOB. COLOR AND SHEEN AS SELECTED BY CITY, UNLESS OTHERWISE NOTED.

GENERAL NOTES (CONTINUED)

EXTERIOR SURFACES

A. SHEET METAL FLASHINGS AND TRIM:

- PRIMER: SHERWIN WILLIAMS, PRO INDUSTRIAL PROCRYL B66 PRIMER, OR AS RECOMMENDED BY THE MANUFACTURER FOR EACH SUBSTRATE.
- PAINT: SHERWIN WILLIAMS, SHERCRYL HPA (HIGH PERFORMANCE ACRYLIC)

AVELAR has obtained permission from the City of Petaluma to utilize the background drawing shown on this sheet from the original construction drawings as prepared by ROLAND | MILLER | ASSOCIATES, dated July, 1987. The use of this background drawing is for reference purposes only in order to identify specific repair locations and is not intended to amend, modify or revise the original construction document. All repair references are shown **BOLD** in foreground. Contractor shall be made aware that actual conditions may vary from those as shown on the background drawing, and shall be responsible for field verifying and becoming familiar with all existing conditions prior to performing repairs identified in the scope of work.

- NOTES**
1. THE DRAWINGS PRESENTED ON THIS SHEET ARE FOR REFERENCE PURPOSES ONLY. VARIATIONS MAY OCCUR. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK. NOTIFY ARCHITECT OF ANY SIGNIFICANT DISCREPANCIES AND DO NOT PROCEED WITH WORK UNTIL THEY ARE RESOLVED.
 2. ALL NOTES AND DETAILS REFERENCED ON THIS SHEET REPRESENT TYPICAL CONDITIONS AND PERTAIN TO ALL SIMILAR CONDITIONS.
 3. THE GRAPHIC SCREENING REPRESENTS THE GENERAL LOCATION OF THE SCOPE OF WORK AND IS NOT INTENDED TO BE ALL INCLUSIVE. THE SCREENING IS A REFERENCE ONLY AND SHALL NOT BE USED TO DETERMINE SCOPE QUANTITY OR AREAS.

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. ©2023

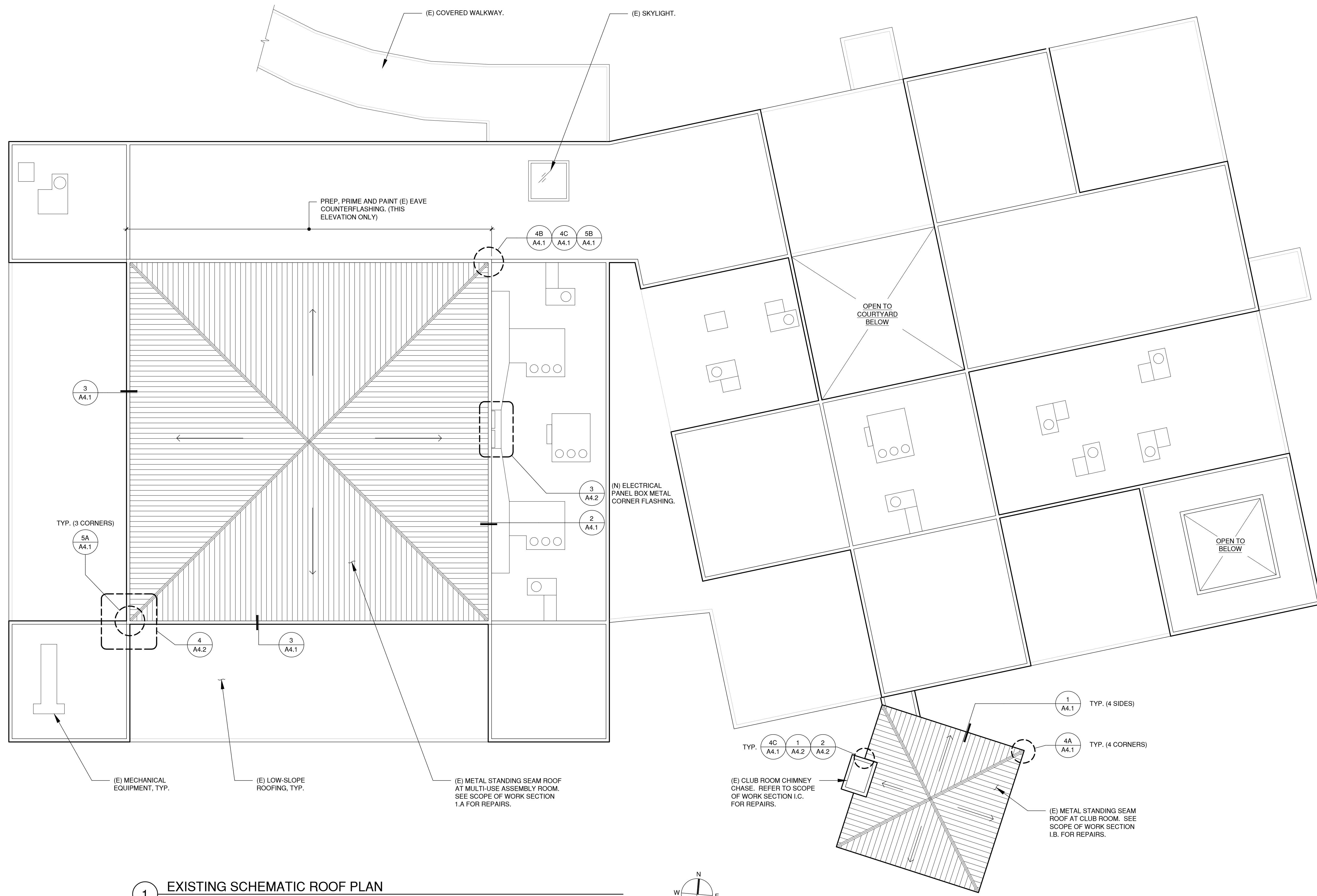
PETALUMA COMMUNITY CENTER
ROOF REPAIRS
320 NORTH MCDOWELL BOULEVARD
PETALUMA, CA 94954

DRAWING:
EXISTING SCHEMATIC
ROOF PLAN

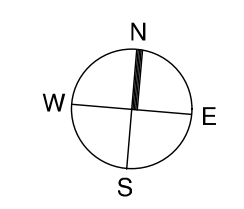
SCALE: AS SHOWN
DATE: 04/25/2023

DRAWN BY: KP
CHECKED BY: DP
PROJECT#: 2017.270.03
SHEET:

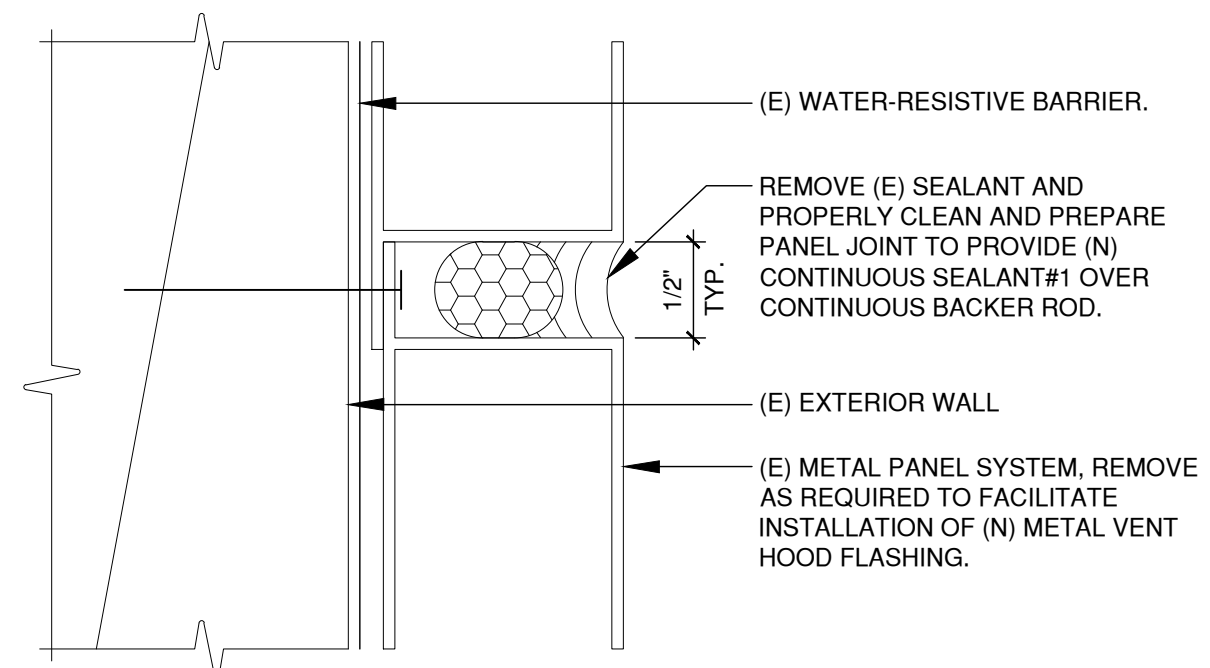
A2.1



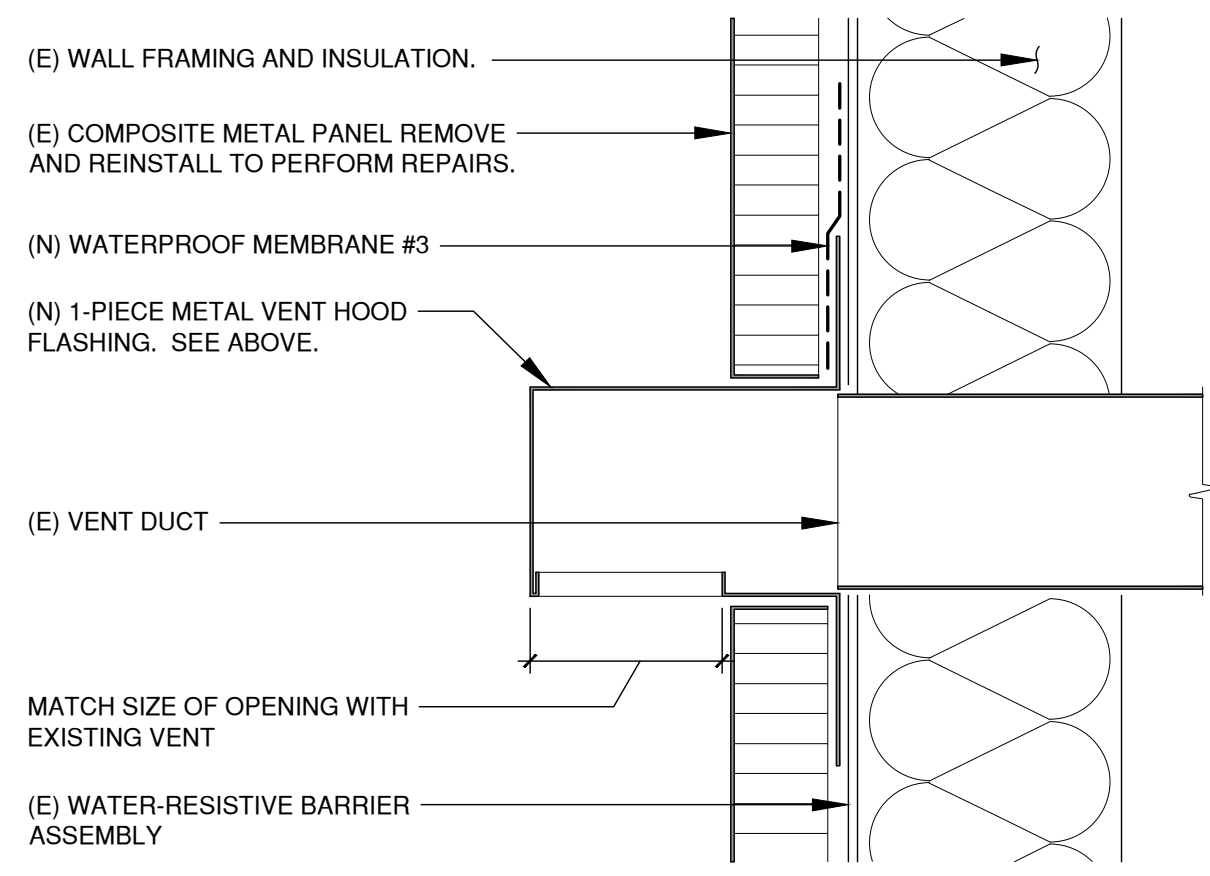
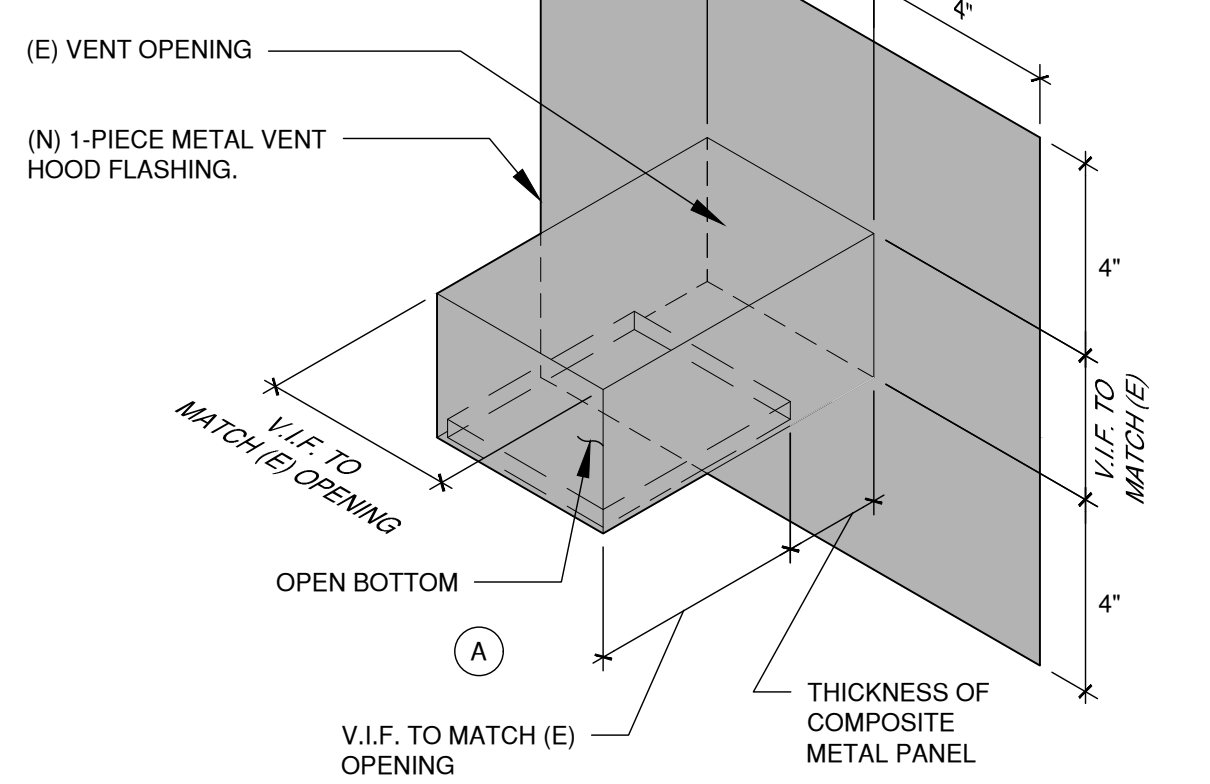
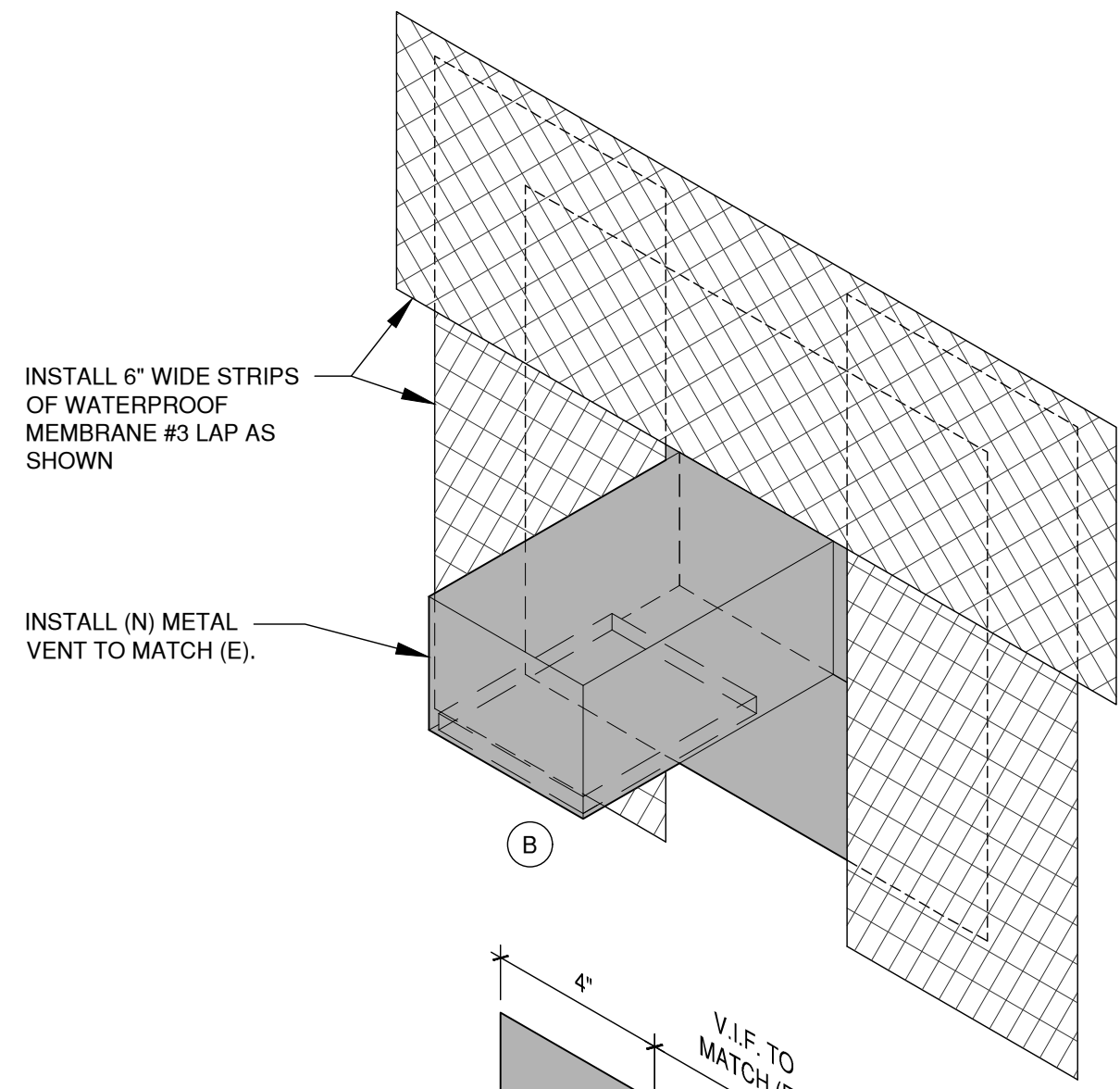
1 EXISTING SCHEMATIC ROOF PLAN
1" = 10'-0"



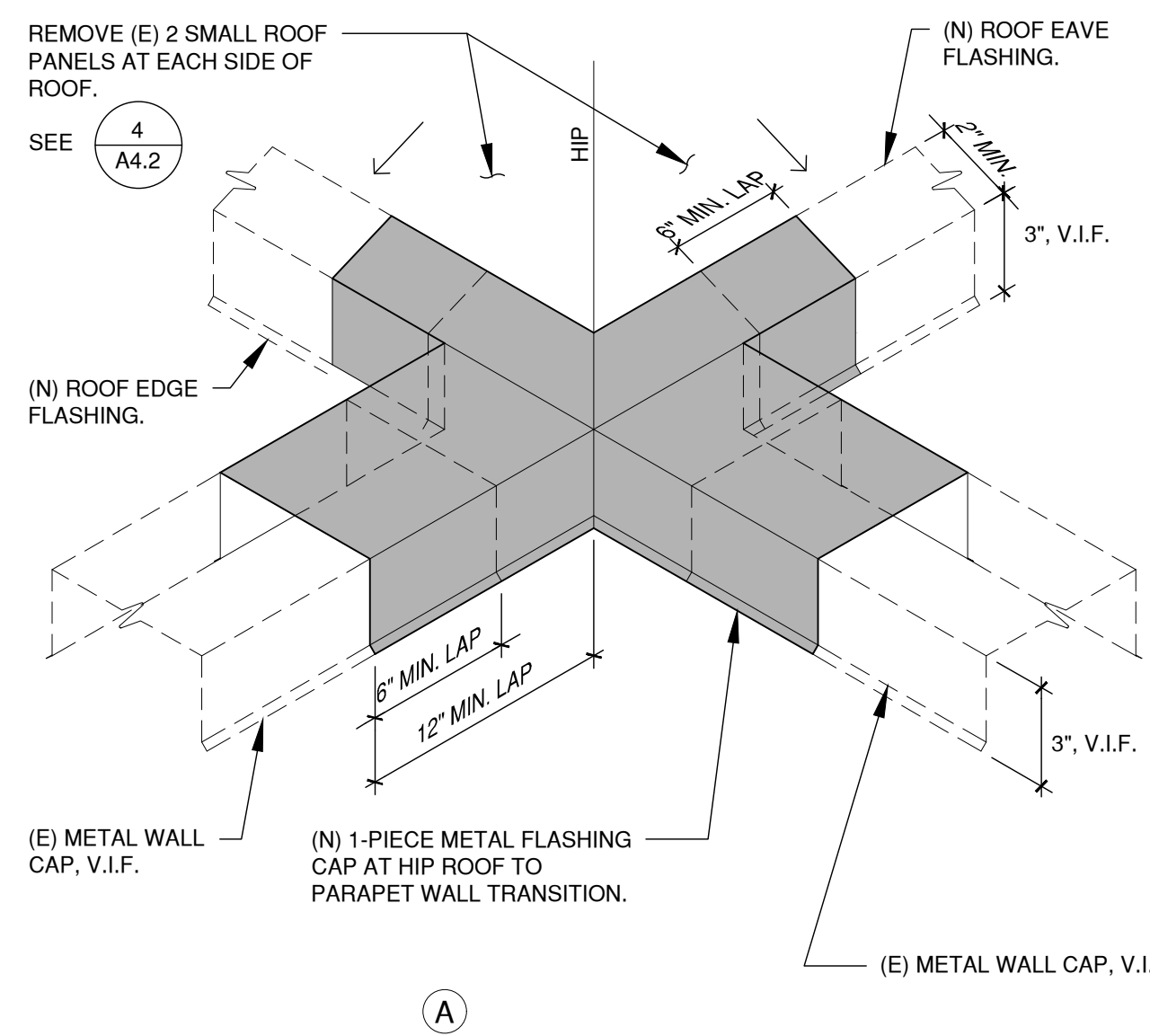
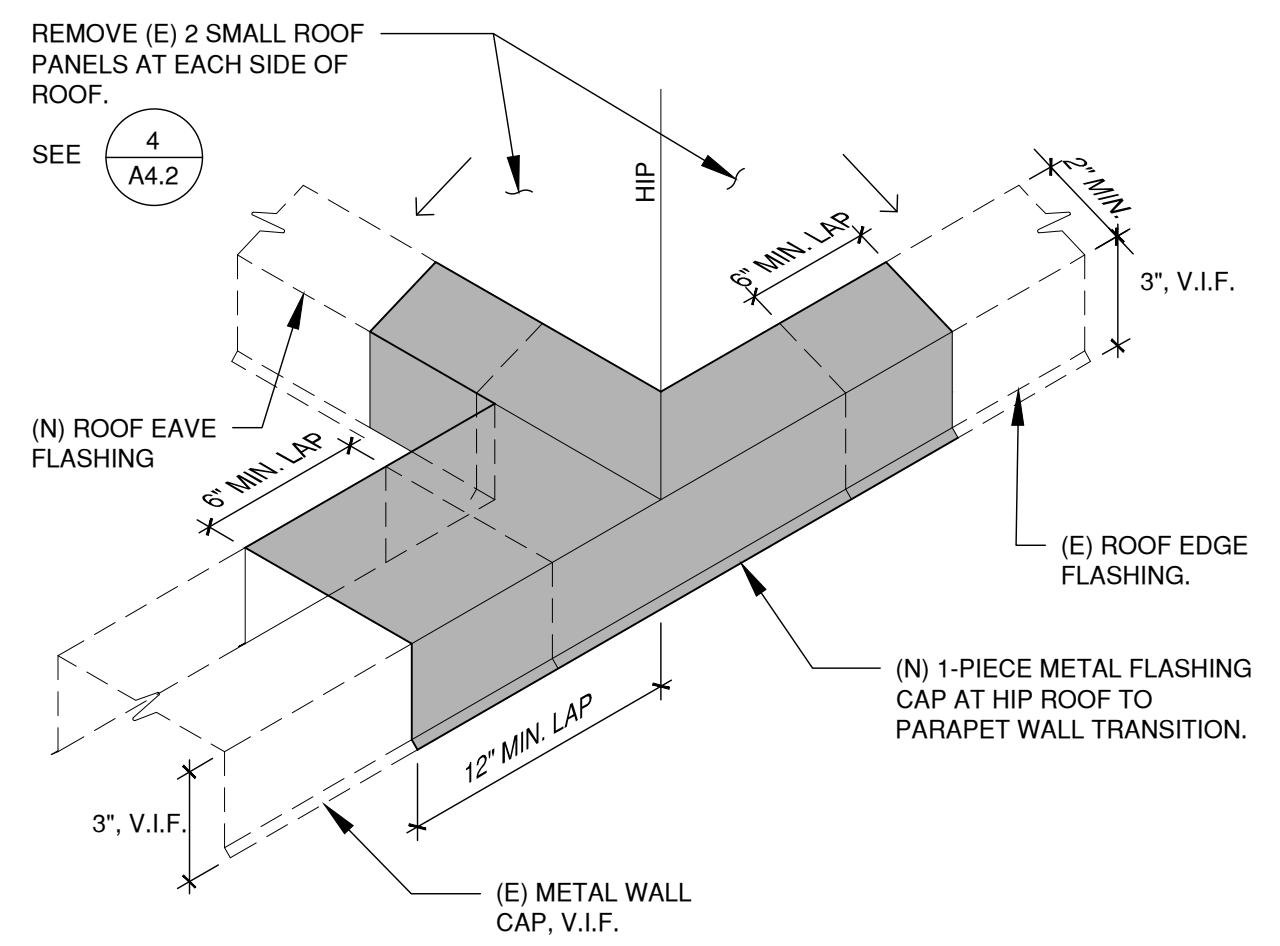
FOR BID PURPOSES ONLY
NOT FOR CONSTRUCTION



7 TYPICAL METAL PANEL SYSTEM SEALANT JOINT
NOT TO SCALE AT CLUBHOUSE

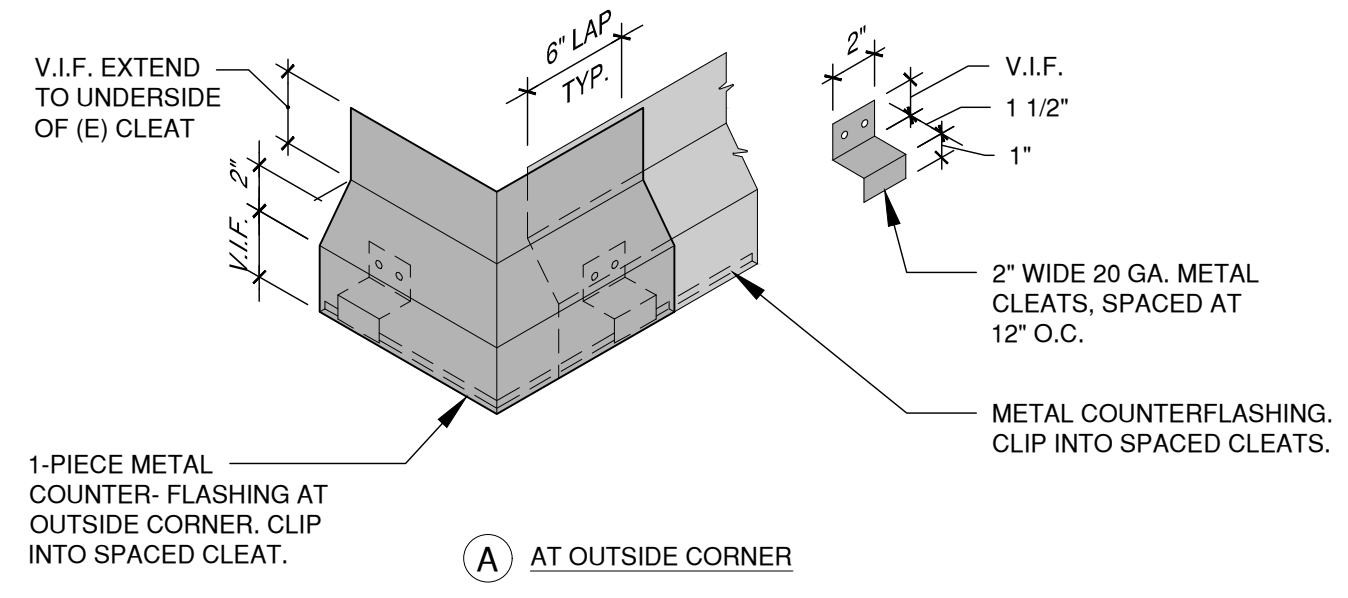
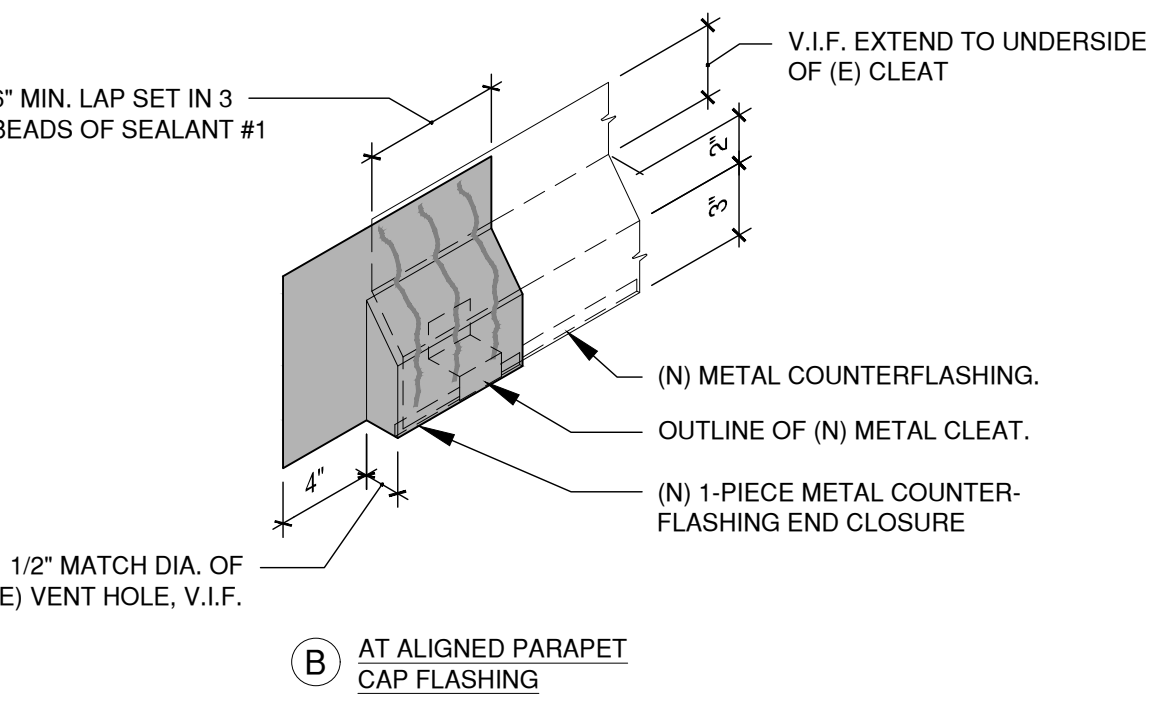
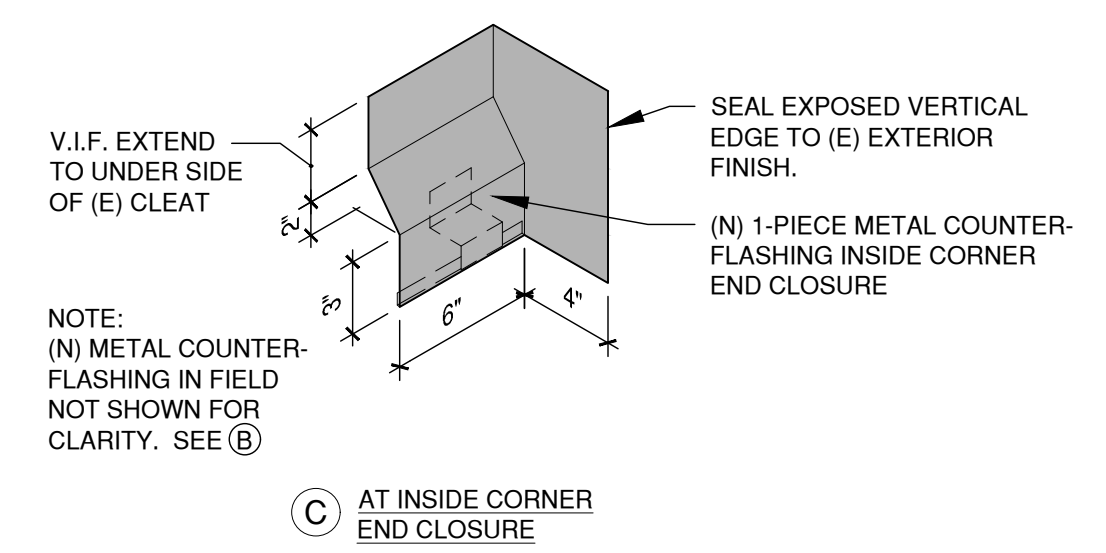


6 HOOD VENT COLLAR AT CLUB ROOM CHIMNEY CHASE
NOT TO SCALE



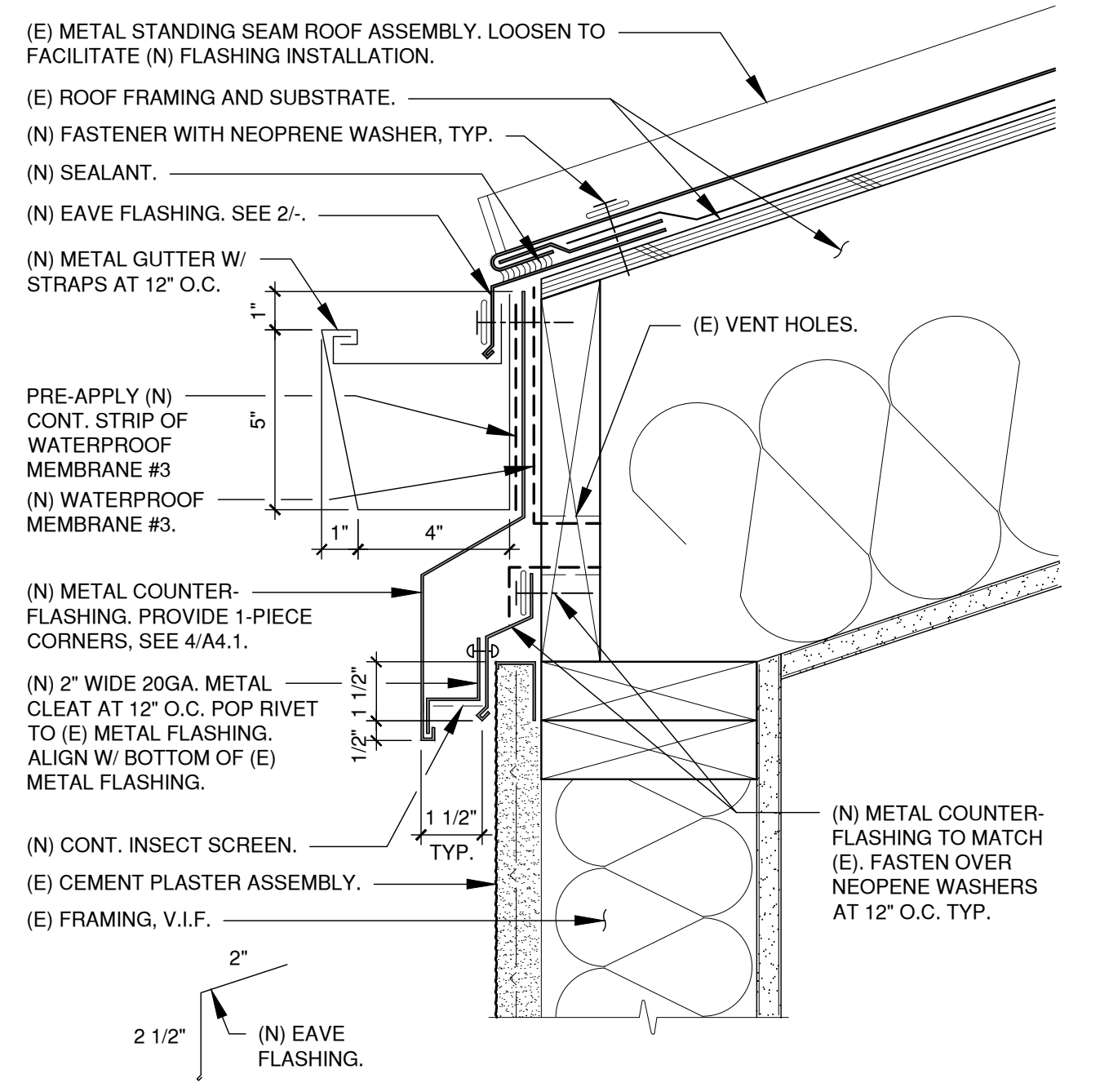
- NOTES:
1. SHOP PRIME ALL COMPONENTS.
 2. SOLDER ALL JOINTS WATERTIGHT.
 3. FABRICATE ALL COMPONENTS STRAIGHT & SQUARE.
 4. HEM ALL EXPOSED EDGES.
 5. SEAL ALL LAPS WITH 3-BEADS OF SEALANT #1.
 6. CAREFULLY DETACH (E) METAL ROOF PANELS TO INSTALL (N) METAL FLASHING. PROPERLY RE-SECURE PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

5 HIP ROOF TO PARAPET TRANSITION
NOT TO SCALE

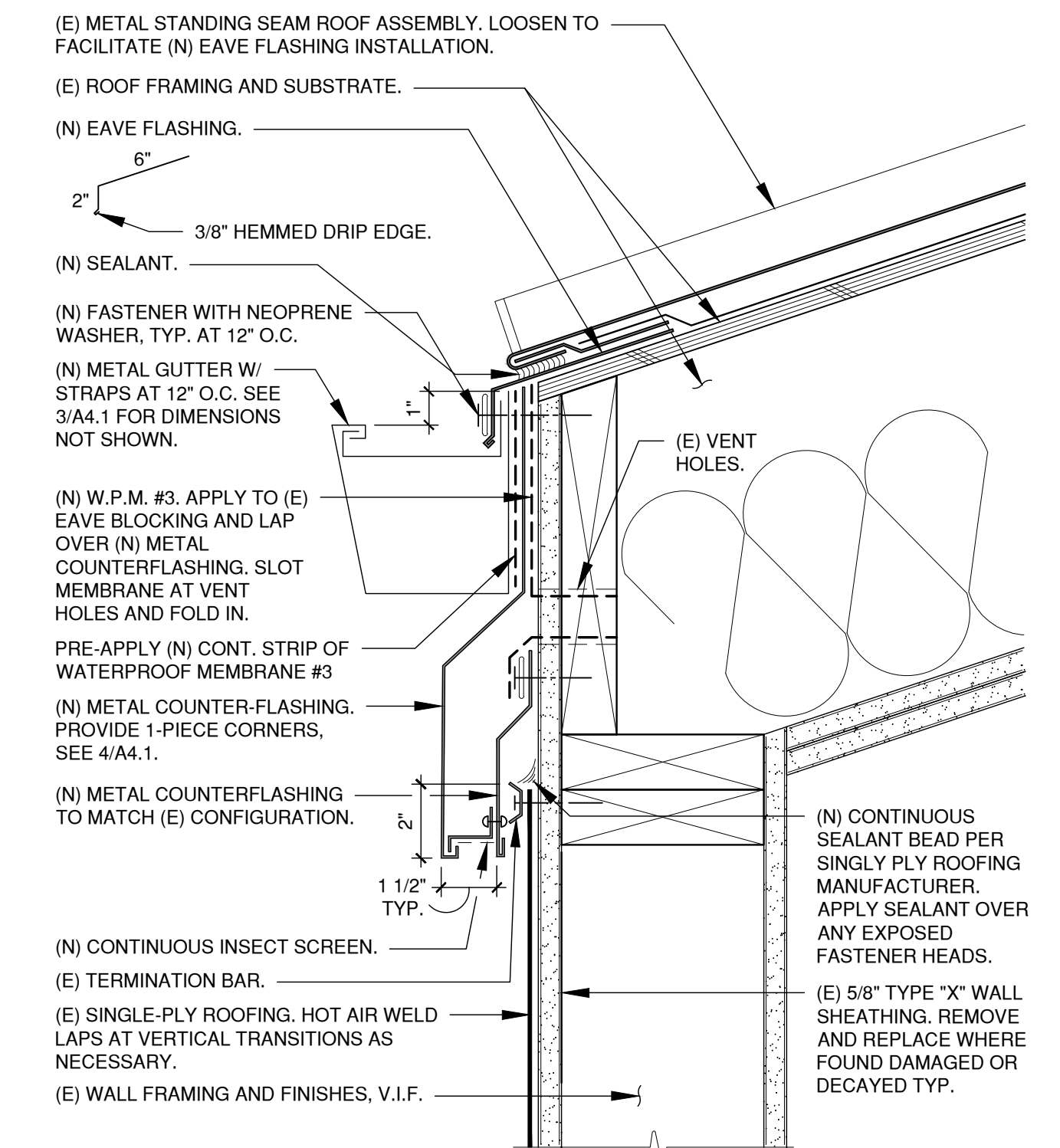


- NOTES:
1. SHOP PRIME ALL COMPONENTS.
 2. SOLDER ALL JOINTS WATERTIGHT.
 3. FABRICATE ALL COMPONENTS STRAIGHT & SQUARE.
 4. HEM ALL EXPOSED EDGES.
 5. SEAL ALL LAPS WITH 3-BEADS OF SEALANT #1.

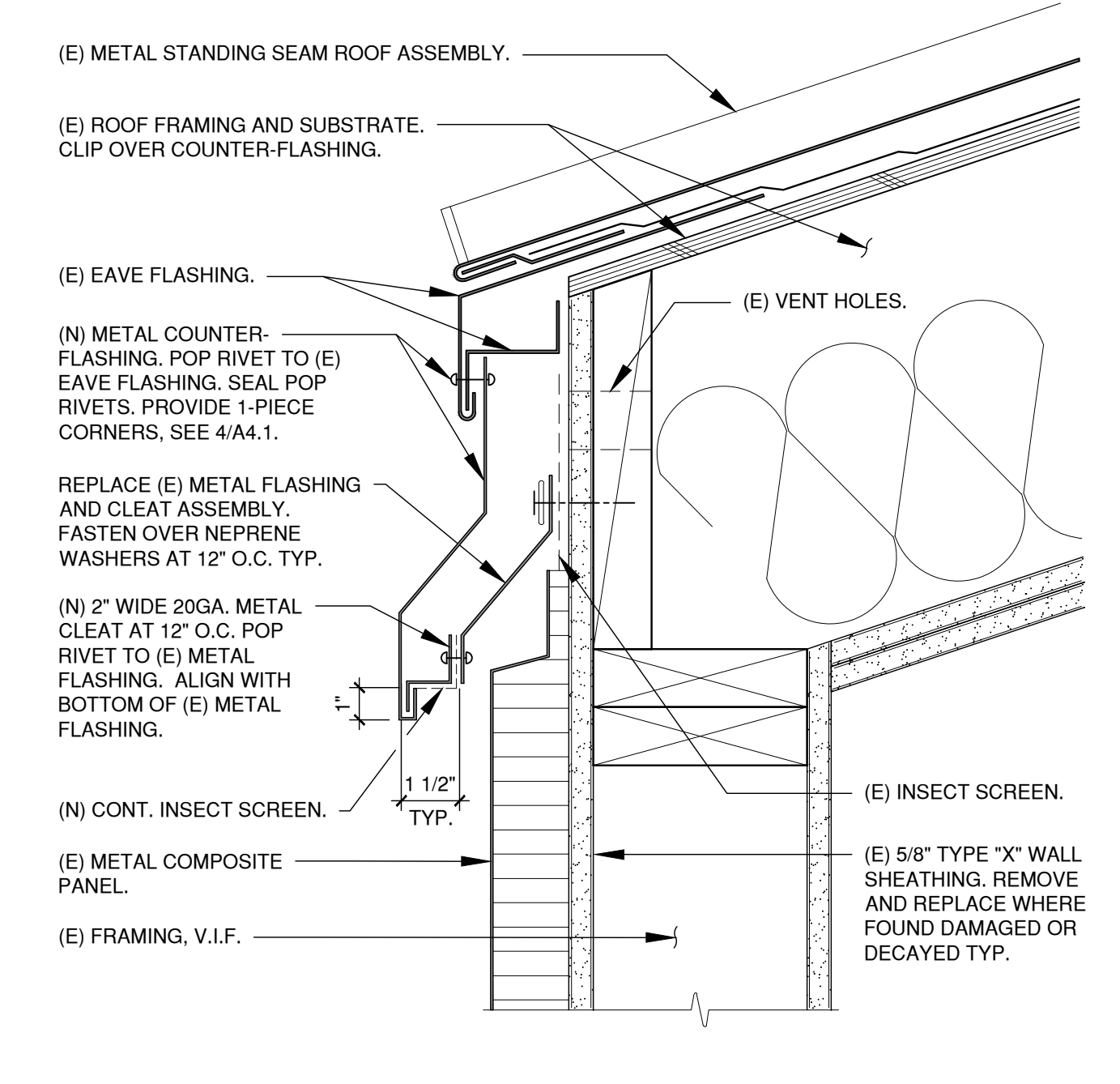
4 ROOF EAVE METAL COUNTERFLASHING
1 1/2" = 1'-0"



3 METAL ROOF EAVE AT CEMENT PLASTER
3" = 1'-0"



2 METAL ROOF EAVE AT LOW-SLOPE ROOF
3" = 1'-0"



1 METAL ROOF EAVE AT COMPOSITE PANEL CLADDING
3" = 1'-0"



590 YGNACIO VALLEY RD.
SUITE 200
WALNUT CREEK
CA 94596
(925) 954-4978
RAVELAR.COM

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. © 2023

Petaluma Community Center
ROOF REPAIRS
320 NORTH MCDOWELL BOULEVARD
PETALUMA, CA 94954

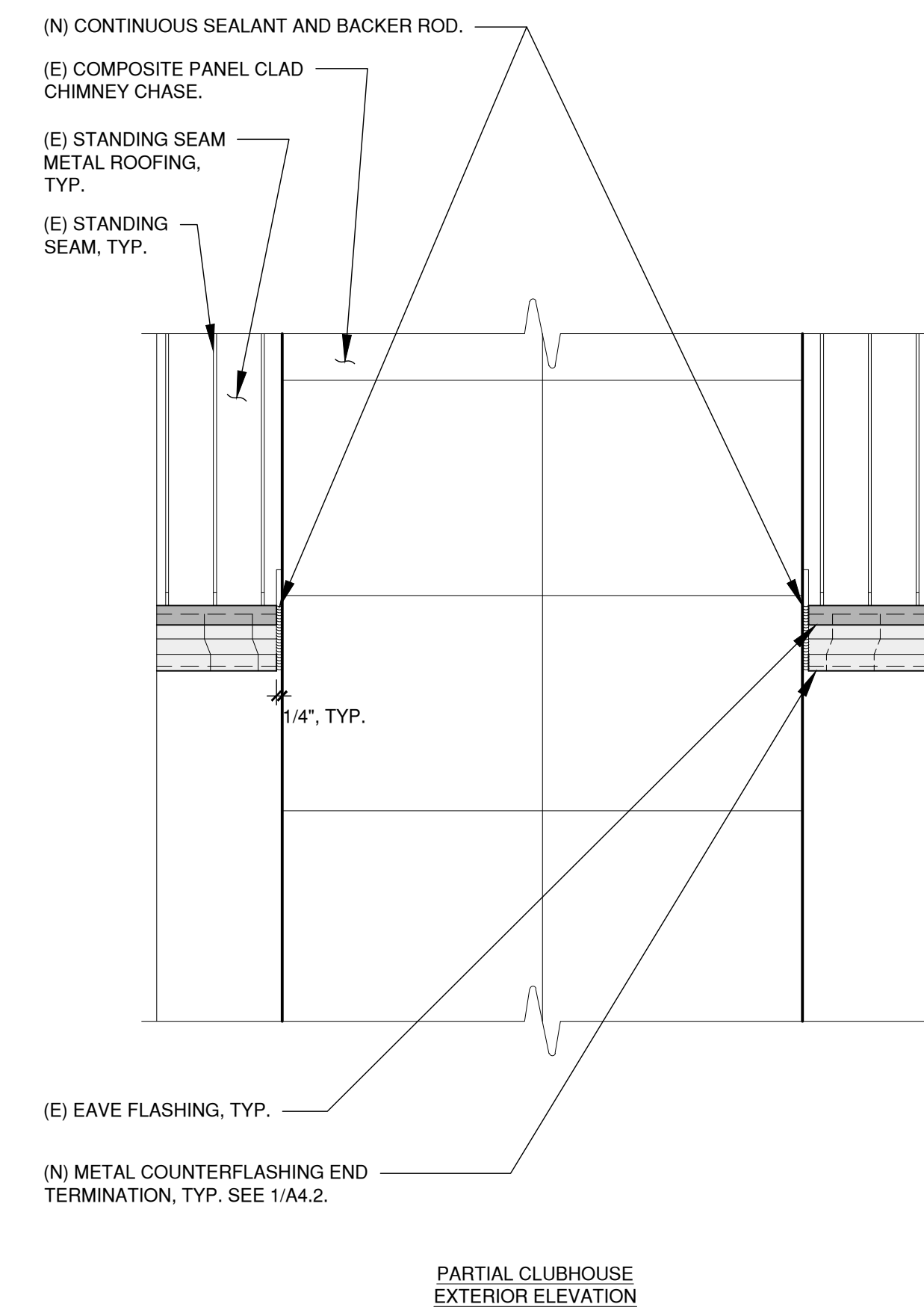
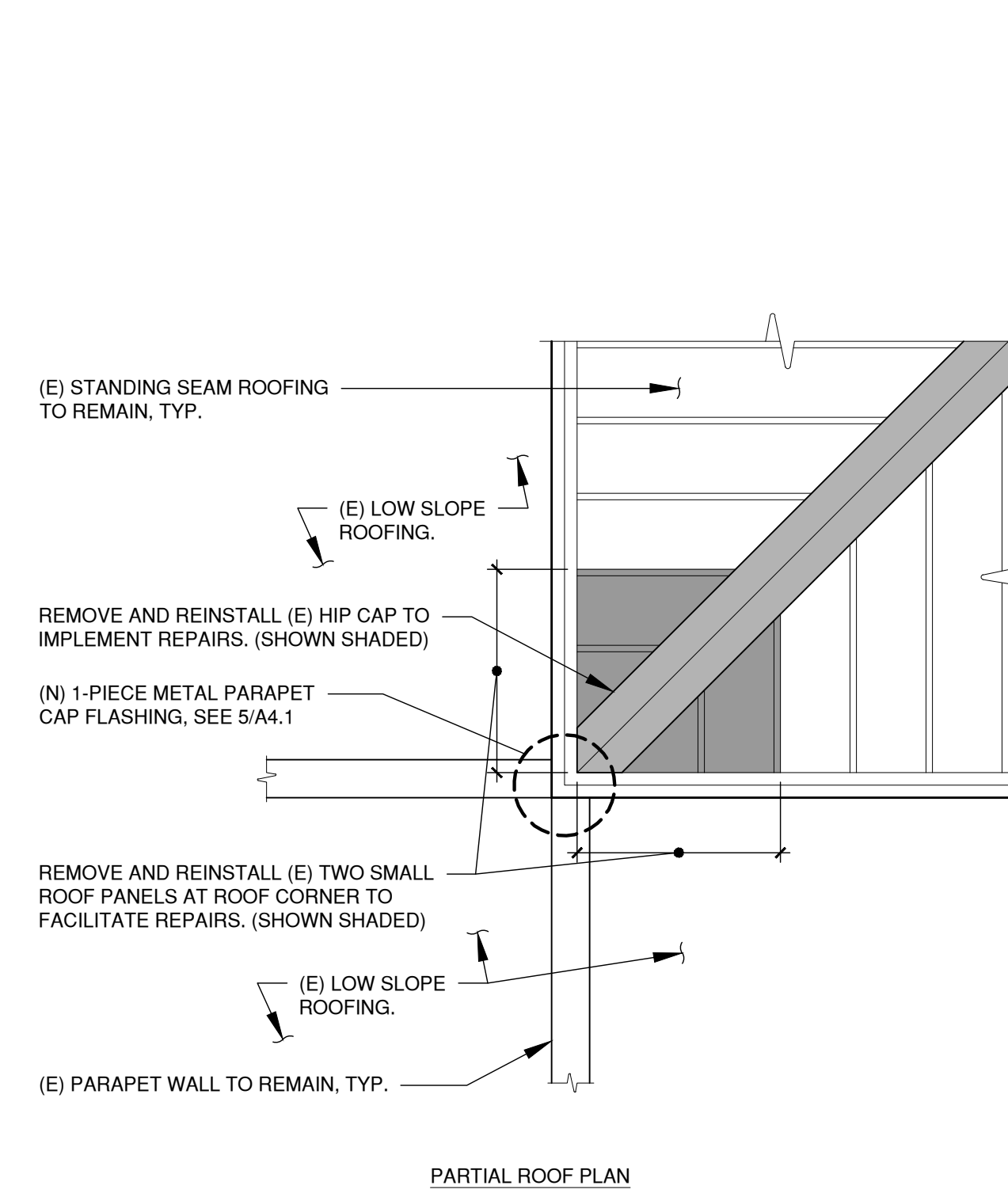
DRAWING: DETAILS

SCALE: AS SHOWN
DATE: 04/25/2023

DRAWN BY: KP
CHECKED BY: DP
PROJECT#: 2017.270.03
SHEET:

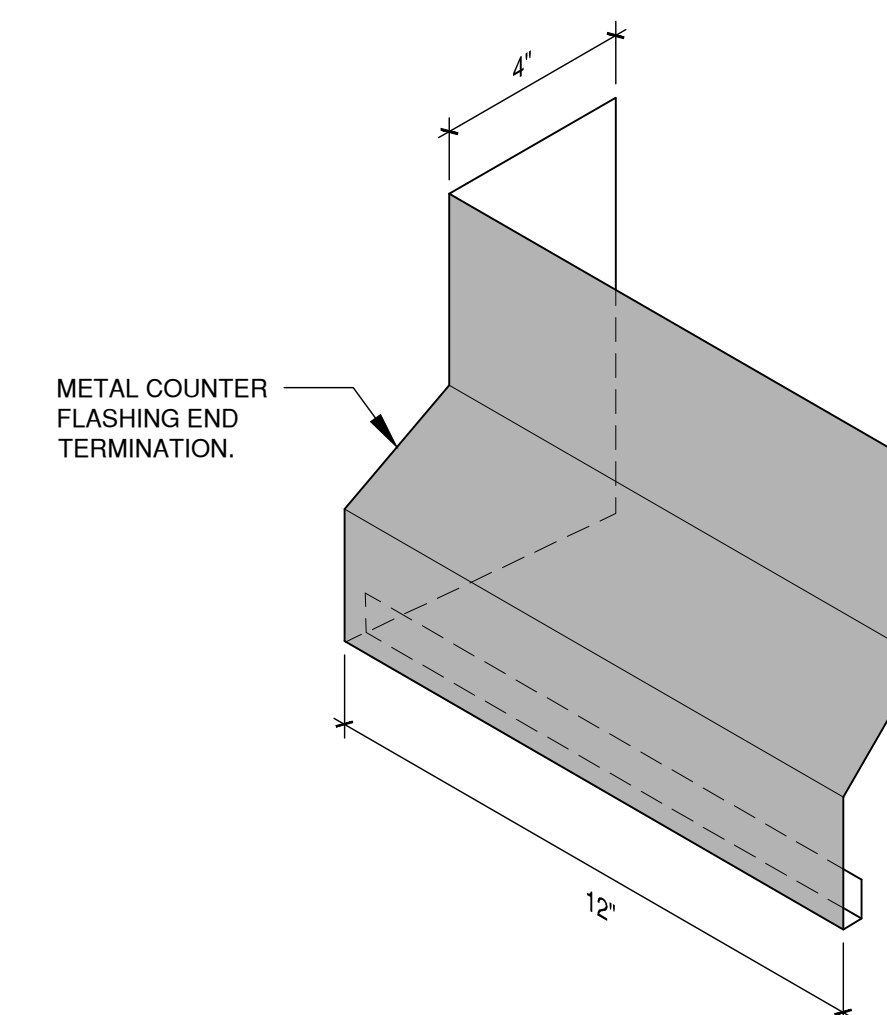
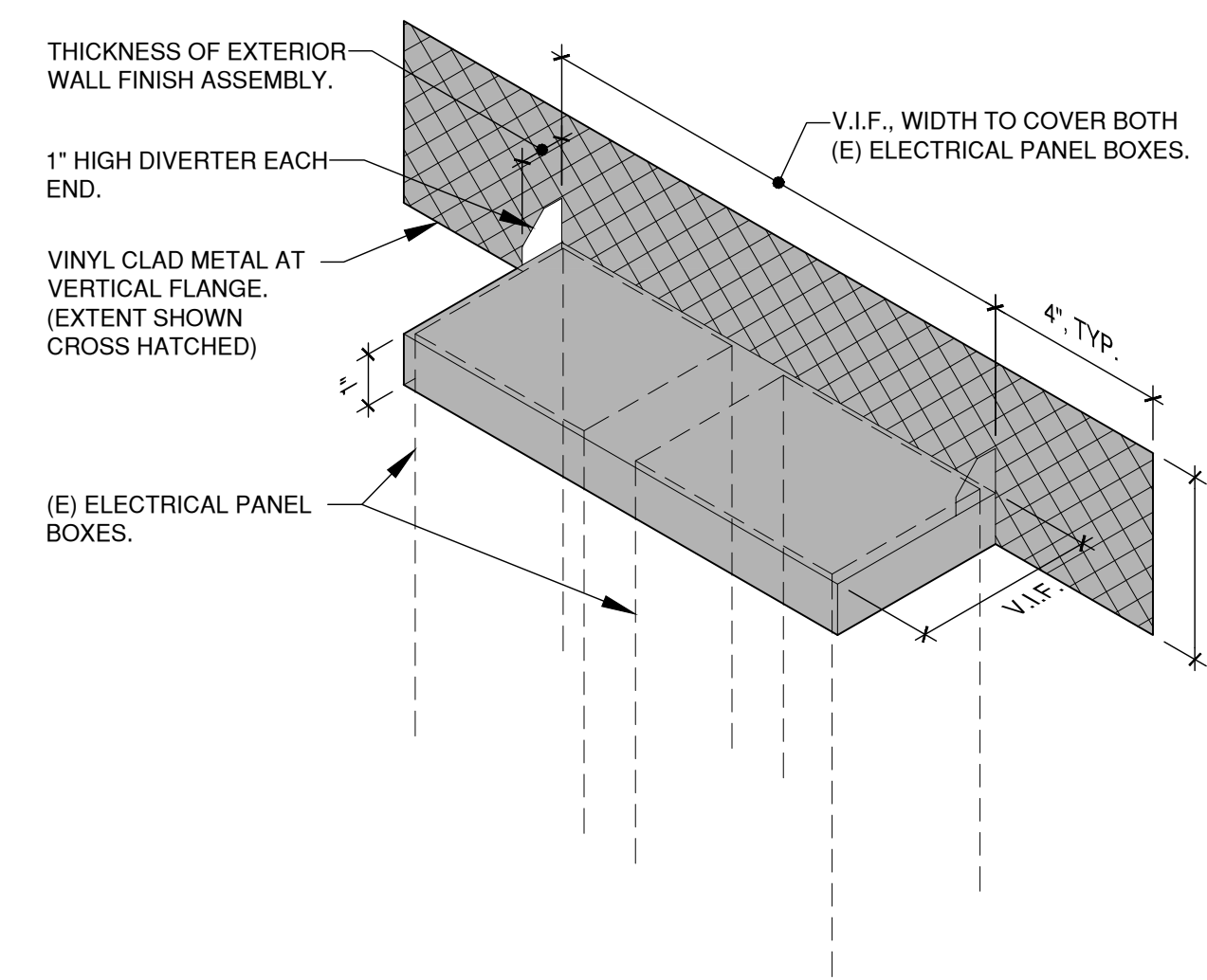
FOR BID PURPOSES ONLY
NOT FOR CONSTRUCTION

A4.1



4 STANDING SEAM METAL ROOF SYSTEM
NOT TO SCALE

2 METAL COUNTER FLASHING END TERMINATION AT CHIMNEY CHASE (PARTIAL ELEVATION)
NOT TO SCALE NOTE: OPPOSITE CHIMNEY CHASE SIMILAR.



3 METAL HEAD FLASHING AT ELEC. PANEL BOXES
NOT TO SCALE

1 METAL COUNTERFLASHING END TERMINATION AT COMPOSITE PANEL CLADDING LOCATIONS
NOT TO SCALE

FOR BID PURPOSES ONLY
NOT FOR CONSTRUCTION

DRAWING: DETAILS

SCALE: AS SHOWN
DATE: 04/25/2023

DRAWN BY: KP
CHECKED BY: DP
PROJECT#: 2017.270.03
SHEET:

SECTION V

**TECHNICAL SPECIFICATIONS –
STOREFRONT WINDOW REPLACEMENT**

SPECIFICATIONS

for the

Petaluma Community Center
STOREFRONT REPLACEMENT
Petaluma, California

APRIL 25, 2023

FOR BID PURPOSES
ONLY - NOT FOR
CONSTRUCTION



Petaluma Community Center
STOREFRONT REPLACEMENT
Petaluma, California

Division	Section Title	Pages
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES		
06 10 00	ROUGH CARPENTRY	5
DIVISION 07 - THERMAL AND MOISTURE PROTECTION		
07 13 00	SHEET WATERPROOFING	4
07 25 00	WEATHER BARRIERS	3
07 62 00	SHEET METAL FLASHING AND TRIM	6
07 90 00	JOINT PROTECTION	8
DIVISION 08 - OPENINGS		
08 41 13.02	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	8
08 71 00	DOOR HARDWARE	8
08 80 00	GLAZING	7
DIVISION 09 - FINISHES		
09 22 00	CEMENT PLASTERING ACCESSORIES	5
09 24 00	CEMENT PLASTERING	7
09 29 00	GYPSUM BOARD	6
09 90 00	PAINTING AND COATING	7
09 99 90	MATERIALS LIST AND NOTES	1

END OF TABLE OF CONTENTS

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes wood framing, deck substrate, plywood soffit, roof and wall sheathing, guardrail and deck components; preservative treatment of wood and miscellaneous framing.

1.2 REFERENCES

- A. American Wood-Preservers' Association:

- 1. AWPA M4 - Standard for the Care of Preservative-Treated Wood Products.
- 2. AWPA U1 - Use Category System: User Specification for Treated Wood.

- B. ASTM International:

- 1. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- 2. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel
- 3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- 4. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
- 5. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.

- C. Engineered Wood Association (EWA/APA)

- D. West Coast Lumber Inspection Bureau:

- 1. WCLIB - Standard Grading Rules for West Coast Lumber.

- E. Western Wood Products Association:

- 1. WWPA G-5 - Western Lumber Grading Rules.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures.

- B. Product Data: Submit technical data on sheathing, framing, wood preservative materials, and application instructions.

- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Lumber Grading Agency: Certified by DOC PS 20.
- B. Lumber: DOC PS 20.
- C. Wood Structural Panel Grading Agency: Certified by EWA - The Engineered Wood Association.
- D. Wood Structural Panels: DOC PS 1 or DOC PS 2.
- E. All framing lumber shall be stamped with a grade mark by an approved agency. Provide grade stamping certifying products meet or exceed specified requirements. In lieu of grade stamping exposed to view lumber, submit manufacturer's certificate certifying products meet or exceed specified requirements. Maintain one copy of each document on site.
- F. Fire Rated Construction: Rating as indicated on Drawings.
 - 1. Tested Rating: Determined in accordance with ASTM E119.
- G. Apply label from agency approved by authority having jurisdiction to identify each preservative treated material.
- H. Perform Work in accordance with code.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements.

PART 2 - PRODUCTS

2.1 LUMBER MATERIALS

- A. Lumber Grading Rules: WCLIB, APA, and WWPA.
- B. All framing lumber shall be Douglas Fir species, kiln-dried. Provide mill certification that maximum moisture content does not exceed 15 percent. All framing lumber shall meet the following minimum grades:
 - 1. Blocking: (2x & 4x) NO. 2
 - 2. All studs: (2x & 3x) STUD
 - 3. All plates & miscellaneous lumber: NO. 2
 - 4. 6x6 and Larger: SELECT STRUCTURAL
 - 5. Sills, Plates, and Blocking: NO. 2
 - 6. Joists: NO. 2
- C. All wood members exposed to weather, in contact with concrete, and as shown on drawings shall be fully pressured preservative treated Douglas Fir No. 2.
- D. Wood Trim: Western Red Cedar Select Tight Knot, kiln-dried, to match existing texture, size, etc. where previously removed, or as indicated on drawings. Prime and paint all

sides, edges, cuts and ends prior to installation. Conform to WCLIB, WWPA, and WRCLA. Small tight knots shall be allowed on exposed sides at Architect's direction.

2.2 PLYWOOD SHEATHING GENERAL NOTES

- A. All plywood sheathing shall require the following:
1. Each sheet shall be identified with the appropriate grade and trademark of the American Plywood Association and shall meet the requirements of the latest edition of the US Product Standard PS 1. All joints shall be spaced 1/8" at edges and ends of sheet and shall be placed along the centerline of the framing member. All edges shall be fully blocked.
 2. Seams, joints and penetrations to be caulked, gasketed, weatherstripped, or otherwise sealed against air infiltration and exfiltration as required by code.
 3. Nails shall be 10d common wire (0.148" Dia.), galvanized and shall penetrate the underlying framing member 10 times the diameter of the nail. Use 8d common at roof sheathing.
 4. Nails shall be driven flush but shall not fracture the surface of the sheathing.
 5. Nails shall be placed 3/8" min. from the edge of the sheet and shall maintain proper edge distance at framing members.
 6. Nail spacing shall be as follows or as required by code:
 - a. At 6" O.C. at all edges
 - b. At 12" O.C. at all intermediate bearings.

2.3 SHEATHING MATERIALS (as needed)

- A. Plywood Wall Sheathing: Shall be APA rated sheathing, match existing thickness or 15/32" (1/2"), 5-ply, C-D Exposure I, 32/16, 48" x 96" sheets, square edges.
- B. Plywood Shear Wall Sheathing: Shall be APA rated sheathing, match existing thickness or 15/32" (1/2"), 5-ply, Structural I, C-D Exposure I, 32/16, 48" x 96" sheets, square edges.

2.4 ACCESSORIES

- A. For schedule of minimum nailing requirements, refer to California Building Code 2022 Edition, Table 2304.10.1. "Fastening Schedule".
- B. All fasteners exposed to weather or installed in treated lumber shall be hot dipped galvanized. All framing connectors in contact with preservative treated lumber shall be stainless steel galvanized G185 (Simpson ZMAX) per ASTM A653 or hot-dipped galvanized. Stainless steel fasteners shall be used with Simpson Strong-Tie stainless steel connectors; hot-dipped galvanized fasteners, G90 per ASTM A153, shall be used with Simpson Strong-Tie hot dipped galvanized connectors, G90 per ASTM A123. Ensure penetration of 1-1/2" minimum into solid framing. Verify nailing requirements with Architect prior to commencement of work. Do not use electroplated fasteners.
- C. Connectors, hangers, framing hardware, etc.: Provide new Simpson Strong-Tie hardware with ZMAX or hot-dipped galvanized finish as available. See plans for sizes and types. Install per manufacturer's instructions. Note that ZMAX coated products

may be subject to longer lead times. See plans for sizes and types. Install per manufacturer's instructions.

- D. Window And Door Shim: Provide "Shim-It" thermoplastic molded composite shim as manufactured by Nelson Wood Products, as shown on drawings.

2.5 FACTORY WOOD TREATMENT

A. Wood Preservative (Pressure Treatment):

1. Manufacturer: Viance - Treated Wood Solutions - 8001 IBM Dr. Building 403, Charlotte, NC 28262. Toll Free Tel: 800-421-8661; Tel: 704-522-0825, Email: Request Info (info@viance.net), Web: <https://treatedwood.com>
2. Above Ground Use Treatment: Preserve CA-C as manufactured for Viance. Use 0.060 lb/cu ft (1.0 kg/m³) of CA-C in accordance with AWPA U1. NER-643. (UC3B) as appropriate.
3. Ground Contact Treatment: Preserve CA-C as manufactured for Viance. Use 0.15 lb/cu ft (2.4 kg/m³) retention in accordance with AWPA U1 (UC4A) as appropriate.
4. Each piece shall be tagged/stamped with manufacturer's information including but not limited to the mill, species, grade, preservative level of treatment and year treated, inspection agency, etc. Comply with the following standards: AWPA Standard U1 and NER Report No. NER-643.

B. Moisture Content After Treatment: Kiln dried (KDAT).

1. Lumber: Maximum 19 percent.
2. Structural Panels: Maximum 19 percent.

C. Fire Retardant Treatment (as required): D-Blaze fire retardant treated wood (FRTW) as manufactured by Viance or approved equivalent.

PART 3 - EXECUTION

3.1 FRAMING

- A. Set structural members level and plumb, in correct position.
- B. Fasten framing in accordance with applicable code.
- C. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in alignment until completion of erection and installation of permanent bracing.
- D. Coordinate installation of plywood decking.

3.2 WOOD GUARDRAIL

- A. Provide new wood guardrail system, match existing component size and configuration. Maintain top of guardrail height of 42" above finished deck surface.

3.3 SITE APPLIED WOOD TREATMENT

- A. Treat site-sawn cuts. Site applied wood treatment shall be Green's Clear Wood Preservative, clear, water-based type, manufactured by Green Products, Co. Treat all site-sawn cut ends above grade with preservative. Apply preservative to site-sawn cuts in accordance with AWWPA M4 and per manufacturer's recommendations and written instructions.
- B. Allow preservative to dry prior to erecting members.

3.4 TOLERANCES

- A. Section 01 40 00 - Quality Requirements.
- B. Framing Members: 1/4 inch from indicated position, maximum.
- C. Surface Flatness of Substrate: 1/4 inch in 10 feet maximum, and 1/2 inch in 30 feet maximum.

END OF SECTION 06 10 00

SECTION 07 13 00 - SHEET WATERPROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes sheet membrane waterproofing.

1.2 REFERENCES

- A. ASTM International:

1. ASTM C836 - Standard Specification for High Solids Content, Cold Liquid-Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course.
2. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
3. ASTM D146 - Standard Test Methods for Sampling and Testing Bitumen-Saturated Felts and Woven Fabrics for Roofing and Waterproofing
4. ASTM D570 - Standard Test Method for Water Absorption of Plastics.
5. ASTM D903 - Standard Test Method for Peel or Stripping Strength of Adhesive Bonds.
6. ASTM D1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
7. ASTM D3767 - Standard Practice for Rubber—Measurement of Dimensions.
8. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
9. ASTM E154 - Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.
10. ASTM E1980 Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
11. ASTM D5385 - Standard Test Method for Hydrostatic Pressure Resistance of Waterproofing Membranes.

- B. National Roofing Contractors Association:

1. NRCA - The NRCA Waterproofing and Dampproofing Manual.

1.3 SYSTEM DESCRIPTION

- A. Waterproofing System: Capable of preventing moisture migration to interior.

1.4 SUBMITTALS

- A. Section 01 33 .00 - Submittal Procedures.

- B. Shop Drawings: Indicate special joint or termination conditions and conditions of interface with other materials.

- C. Product Data: Submit data for surface conditioner, waterproofing membrane, and ancillary products as recommended by manufacturer.
 - D. Manufacturer's Installation Instructions: Submit special procedures and perimeter conditions requiring special attention.
 - E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
 - F. Warranty: Submit manufacturer warranty and ensure forms have been completed in the City's name and registered with manufacturer.
- 1.5 QUALITY ASSURANCE
- A. Perform Work in accordance with NRCA Waterproofing Manual.
 - B. Maintain one copy of each document on site.
- 1.6 QUALIFICATIONS
- A. Membrane Manufacturer: Company specializing in waterproofing sheet membranes with minimum ten years documented experience.
 - B. Applicator: Company specializing in performing work of this section with minimum three years documented experience.
- 1.7 MOCKUP
- A. Construct Mockup to represent finished work including internal and external corners, seam jointing, attachment method, counterflashing cover, base flashings.
- 1.8 PRE-INSTALLATION MEETINGS
- A. Pre-installation Conference: A pre-installation Conference shall be held with the Architect and a trained representative prior to commencement of field operations to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work. Agenda for meeting shall include review installation procedures and special details and flashings.
 - B. Convene minimum one week prior to commencing work of this section.
 - C. For warranty repair work, remove and replace materials concealing waterproofing. Include repair of all related damages.

PART 2 - PRODUCTS

2.1 SHEET MEMBRANE WATERPROOFING

A. Manufacturers:

- 1. Berry Global, Inc.
 - a. Waterproof Membrane No. 1 (Flexible Flashings): Polyken 626-35 Foilastic Flashing Tape. Self-adhered, 2 mil aluminum foil, butyl rubber adhesive

membrane for general waterproof membrane use at openings, corners, wall transitions, and as shown on drawings. Widths as indicated on drawings. 627-35 Shadowlastic Tape, woven polyethylene, butyl rubber adhesive, to be used where membrane is in direct contact with dissimilar metals. Use primer compatible with substrate and waterproof membrane per manufacturer's recommendations and written instructions at substrates where adhesion is found to be marginal.

- b. Primer: Berry Global, Inc. Nashua 357SA Low VOC Premium Spray Adhesive compatible with membrane, or as recommended by manufacturer.

2.2 ACCESSORIES

- A. Adhesives: As recommended by membrane manufacturer.
- B. Miscellaneous Materials: Liquid membrane, mastic, tape and accessories as recommended by manufacturer.
- C. Thinner and Cleaner: As recommended by adhesive manufacturer, compatible with sheet membrane.
- D. Sealant: See Section 07 90 00 Joint Protection.
- E. Counterflashings: See Section 07 62 00 Sheet Metal Flashing and Trim.
- F. Cant Strips: As recommended by membrane manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 31 00 - Project Management and Coordination.
- B. Verify substrate surfaces are durable; free of matter detrimental to adhesion or application of waterproofing system.
- C. Verify items penetrating surfaces to receive waterproofing are securely installed.
- D. Verify substrate surface slopes to drain for horizontal waterproofing applications.
- E. Verify application temperature limitations with membrane manufacturer.

3.2 PREPARATION

- A. Protect adjacent surfaces not designated to receive waterproofing.
- B. Clean and prepare surfaces to receive waterproofing according to manufacturer's written instructions. Use repair materials and methods on substrates which are acceptable to manufacturer of sheet membrane waterproofing. Remove contaminants such as grease, oil and wax from exposed surfaces. Remove dust, dirt, loose stone and debris. Vacuum substrate clean.

- C. Do not apply waterproofing to surfaces unacceptable to manufacturer, applicator, or Architect.
- D. Seal cracks and joints with sealant materials using depth to width ratio as recommended by sealant manufacturer and in accordance with Section 07 9 0 .00, ensuring continuous surface.
- E. Apply surface conditioner at rate as recommended by manufacturer. Protect conditioner from rain or frost until dry.

3.3 INSTALLATION - FLEXIBLE FLASHINGS

- A. Flexible Flashing: Install in locations where indicated on drawings, extending 6-inches around each side of all corners; wrapping and flashing all exterior wall openings, horizontal and sloped areas of cement plaster, inset wall openings, sills and similar locations; in accordance with the manufacturer's recommendations and as follows:
 - 1. Substrate Preparation:
 - a. Smooth, clean, dry and free of voids, spalled areas, loose substrate, loose nails, sharp protrusions or other matter that will hinder the adhesion or regularity of installation.
 - b. Clean loose dust or dirt by wiping with a clean dry cloth or brush. Prime substrate with compatible primer for conditions recommended by flashing manufacturer.
 - 2. Flashing Application:
 - a. Coordinate installation with other paper and metal flashings, interleave as required to weather all laps to drain, directing water to exterior.
 - b. Peel release paper from roll to expose rubberized asphalt and position flashing to center over joint location before application. Ensure flashing is centered over joint opening. Avoid fish mouths.
 - c. Press flashing firmly into place with a hard rubber or metal roller to ensure continuous and complete contact with the substrate. Cut out wrinkles or other affected areas and replace.
 - d. Flashing shall be continuously supported by the substrate without spanning or bridging joints, gaps or voids in excess of 1/4 inch. Minimum End Laps 3 inch.
 - 3. At cast stone veneer, install metal lath over flexible flashing.

3.4 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 01 73 00 - Execution and Section 01 77 00 Closeout Procedures : Protecting installed construction.
- B. Do not permit traffic over unprotected or uncovered membrane.

END OF SECTION 07 13 00

SECTION 07 25 00 - WEATHER BARRIERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Water resistive barrier.

1.2 REFERENCES

A. ASTM International:

1. ASTM D412- Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension.
2. ASTM D779 – Standard Test Method for Determining the Water Vapor Resistance of Sheet Materials in Contact with Liquid Water by the Dry Indicator Method.
3. ASTM D828 - Standard Test Method for Tensile Properties of Paper and Paperboard Using Constant-Rate-of-Elongation Apparatus.
4. ASTM D903 - Standard Test Method for Peel or Stripping Strength of Adhesive Bonds.
5. ASTM D1000 - Standard Test Methods for Pressure-Sensitive Adhesive-Coated Tapes Used for Electrical and Electronic Applications.
6. ASTM E2112 - Standard Practice for Installation of Exterior Windows, Doors and Skylights.
7. ASTM E96 - 10 Standard Test Methods for Water Vapor Transmission of Materials.
8. ASTM E283 - Standard Test Method for Determining Rate of Air Leakage through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
9. ASTM E2556 - Standard Specification for Vapor Permeable Flexible Sheet Water-Resistive Barriers Intended for Mechanical Attachment

B. 2022 California Building Code:

1. Title 24, 2022 Chapter 25, Part 2, 2022 California Building Code, Chapter 25 Gypsum Board and Plaster - Weather Barriers.

1.3 SUBMITTALS

A. Product Data: For each type of product.

1. Include data on air and water-vapor permeance based on testing according to referenced standards.

B. Evaluation Reports: For water-resistive barrier from ICC-ES.

C. Manufacturer's Installation Instructions.

1.4 QUALITY ASSURANCE

- A. Maintain one copy of each document on site.
- B. Installer shall have experience with installation of similar weather barrier assemblies under similar conditions.
- C. Installation shall be in accordance with manufacturer's installation guidelines and recommendations.

1.5 MOCKUP

- A. Section 01 40 00 - Quality Requirements.
- B. Construct mockup at location where directed by Architect/Engineer, accepted mockup may be incorporated as part of Work.

1.6 DELIVERY, STORAGE. AND HANDLING

- A. Deliver weather barrier materials and components in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store weather barrier materials as recommended by system manufacturer.

PART 2 - PRODUCTS

2.1 WATER-RESISTIVE BARRIERS

- A. Manufacturers:
 - 1. Henry Company.
 - a. Super Jumbo Tex Weather Resistive Barrier 60-Minute. FS UU-B-790A, Type I, Grade D, ASTM E2556.

2.2 FLEXIBLE FLASHINGS

- A. Waterproof Membrane No. 1: See Section 07 13 00 - Sheet Waterproofing.

2.3 MISCELLANEOUS MATERIALS

- A. Flashing Sheet : Henry Moistop neXT Flashing. Mechanically fasten in accordance with manufacturer's installation instructions.
- B. Separator Sheet: Additional layer of water-resistive barrier, as specified in this section, to provide separation between self-adhered sheet membrane flashing and cement plaster, prior to lathing, as indicated on drawings.
- C. Fasteners: Per manufacturer's recommendations and written requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 31 00 - Project Management and Coordination: Coordination and project conditions.
- B. Verify substrate is ready to receive work and that surface is clean, dry and free of substances which could affect bond.
- C. Verify application temperature limitations with membrane manufacturer.

3.2 PREPARATION

- A. Clean substrate surface free of foreign matter.

3.3 WATER-RESISTIVE BARRIER INSTALLATION

- A. Cover exposed exterior surface of sheathing with water-resistive barrier securely fastened to framing immediately after sheathing is installed.
- B. Cover sheathing with water-resistive barrier as follows:
 - 1. Cut back 1/2 inch on each side of the break in supporting members at expansion or control joint locations.
 - 2. Apply barriers to cover vertical flashing with a minimum 4 inch overlap unless otherwise indicated.
- C. Building Paper: Install two layers of building paper horizontally on sheathed walls.
 - 1. Weather lap edges and ends 3 inches minimum horizontal overlap and 6 inches minimum vertical overlap.
 - 2. Stagger vertical joints.
 - 3. Nail in place with galvanized fastener.
 - 4. Provide extra layer at all corners and transitions.
 - 5. Install each layer independently such that each layer provides a continuous plane and any flashing intended to drain to the water-resistive barrier is directed between the layers.
 - 6. Inspect and repair membrane prior to application of finish material over membrane; tape tears, perforations and similar damage.

END OF SECTION 07 25 00

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes galvanized and stainless steel sheet metal flashings and counterflashings, and custom fabricated sheet metal items.
- B. Related Sections:
 - 1. Section 07 90 00 – Joint Protection.
 - 2. Section 09 90 00 – Painting and Coating

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
 - 2. ASTM A370 – Standard Test Materials and Definitions for Mechanical Testing of Steel Products
 - 3. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 4. ASTM A780 - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
 - 5. ASTM B32 - Standard Specification for Solder Metal.
- B. Sheet Metal and Air Conditioning Contractors:
 - 1. SMACNA - Architectural Sheet Metal Manual.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures.
- B. Product Data: Submit data on manufactured components metal types, finishes, and characteristics, installation instructions and general recommendations for each specified sheet material and fabricated product.
- C. Shop drawings: Show layout, profiles, methods of joining, and anchorage details, including major counterflashing. Provide layouts at 1/4-inch scale and details at 3-inch scale. Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- D. Samples:
 - 1. Submit two samples, 12 x 12 inch in size illustrating typical seam, external corner, internal corner, junction to vertical dissimilar surface, material and finish.
 - 2. Number samples to coordinate with plans with details.

- E. Provide a mock-up of each separate condition.

1.4 QUALIFICATIONS

- A. Fabricator and Installer: Company specializing in sheet metal work with minimum three years documented experience.

1.5 PROJECT CONDITIONS

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

1.6 PRE-INSTALLATION MEETINGS

- A. Section 01 31 00 - Project Management and Coordination.
- B. Convene one week prior to commencing work of this section.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements.
- B. Stack preformed material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials that may cause discoloration or staining.

1.8 MOCK-UP

- A. Section 01 40 00 - Quality Requirements.
- B. Construct mockup at location where directed by Architect/Engineer, accepted mockup may be incorporated as part of Work.
- C. Mock-up each condition in a step-by-step procedure whether or not shown on the plans.

1.9 COORDINATION

- A. Section 01 31 00 Project Management and Coordination.
- B. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

1.10 WARRANTY

- A. Provide warranty under provisions of Section 01 77 00 - Closeout Procedures.
- B. Warranty: include coverage for sheet metal flashing which fails to achieve a watertight seal.

- C. For warranty repair work, be responsible for removing and replacing materials concealing sheet metal and repairing all related damages.
- D. Warranty is not intended to cover existing conditions or miscellaneous repairs to existing conditions.

PART 2 - PRODUCTS

2.1 SHEET METAL FLASHING AND TRIM

- A. Stainless Steel: ASTM A240; Type 316, dead soft fully annealed, smooth surface, Number 2B finish, 24 gage thick steel, unless otherwise noted on drawings.
- B. Aluminum: ASTM B221/B221M or ASTM B209, 3/32", corrosion resistant, temper T6, heat treated hardened, temperature range -320 deg F - 300 deg F, aluminum at all locations as shown on drawings.

2.2 ACCESSORIES

- A. Primer and Paint: Specified in Section 09 90 00 – Painting and Coating.
- B. Sealant: Specified in Section 07 90 00 – Joint Protection.
- C. Flux: ANSI O-F-506C, Type I, Form B, Tin-Based, 200-800 degrees F.
- D. Solder: ASTM B32; type suitable for application and material being soldered.
- E. Bituminous Coating: SSPC – Paint 12, solvent-type bituminous mastic, nominally free of sulfur, compounded for 15-mil dry film thickness per coat. To be applied at locations as shown on drawings.
- F. Adhesives: Type recommended by flashing sheet manufacturer for waterproof/weather-resistant seaming and adhesive application of and compatibility with flashing sheet.
- G. Metal Accessories: Provide clips, cleats, straps, anchoring devices, and similar accessory units as required for installation of work, noncorrosive, size and gauge required for performance.

2.3 FABRICATION

- A. Comply with details shown and with applicable requirements of SMACNA “Architectural Sheet Metal Manual” and other recognized industry practices. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the work.
- B. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the work. Form work to fit substrate.
- C. Comply with material manufacturer instructions and recommendations for forming material.

- D. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
- E. Provide for separations of metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer or fabricator.
- F. Form work to fit substrates.
- G. Form sections true to shape and as indicated on Drawings, accurate in size, square, and free from distortion or defects.
- H. Fabricate vertical faces with bottom edge formed outward 1/2 inch and hemmed to form drip, unless otherwise shown or noted on the drawings; miter and seam corners. Where required, fabricate cleats of same material as sheet metal, interlocking with sheet.
- I. Shop-fabricate work in longest possible lengths, true to shape, accurate in size, square and free from distortion or defects.
- J. Solder shop-formed metal joints. After soldering, remove flux. Wipe and wash solder joints clean. Weather seal joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 31 00 - Project Management and Coordination.
- B. Verify all items are solidly set and nailing strips located.
- C. Verify termination and base flashings are in place, sealed, and secure.

3.2 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation, where shown on drawings.
- B. Remove surface contamination and oils.
- C. Should the Contractor order galvanized metal with a passivation layer or any other temporary protective coating, the Contractor is responsible for appropriately removing the protective coating prior to preparing, priming and painting of the metal.
- D. Paint concealed metal surfaces with protective backing paint to minimum dry film thickness of 15 mil.
- E. All flashing assemblies to be exposed shall be fully primed unless otherwise determined by Architect in field.

3.3 INSTALLATION

- A. Conform to details in SMACNA and NRCA manual.
- B. Anchor units of work securely in place by methods indicated, providing for thermal expansion of units; conceal fasteners where possible, and set units true to line and level as indicated.
- C. Install work with laps, joints, and seams that will be permanently watertight and weatherproof.
- D. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- E. Apply sealant between metal flashings and laps, where not required to be soldered.
- F. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- G. Seal all joints watertight.
- H. Solder metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
- I. Provide separation barrier on surfaces exposed to concrete and in contact with dissimilar metal.
- J. Verify all flashings and trim are solidly set, sealed and water tight prior to concealing work.

3.4 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Testing and Inspection Services.
- B. Inspection will involve surveillance of Work during installation to ascertain compliance with specified requirements.

3.5 FINISH

- A. Prepare, prime, and paint all galvanized sheet metal as specified in Specifications Section 09 90 00 Color to be as determined by Architect.

3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Protect flashings and sheet metal work during construction. Contractor shall provide for surveillance and protection of flashings and sheet metal work during construction to ensure that work will be without damage or deterioration other than natural weathering at time of Substantial Completion.

3.7 SCHEDULE

- A. Provide for all conditions shown and/or referenced for a complete system.
- B. All flashings shall be primed on all sides. Verify color with Architect.

END OF SECTION 07 62 00

SECTION 07 90 00 - JOINT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes sealants, joint backing and accessories.

1.2 REFERENCES

- A. ASTM International:

1. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer.
2. ASTM C717 Standard Terminology of Building Seals and Sealants.
3. ASTM C719 - Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants under Cyclic Movement (Hockman Cycle).
4. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants
5. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
6. ASTM C1135 – Standard Test Method for Determining Tensile Adhesion Properties of Structural Sealants.
7. ASTM C1193 - Standard Guide for Use of Joint Sealants.
8. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
9. ASTM D412 - Test Method for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers – Tension.
10. ASTM D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
11. ASTM D1056 - Standard Specification for Flexible Cellular Materials-Sponge or Expanded Rubber.
12. ASTM D2240 - Test Method for Rubber Property - Durometer Hardness.

- B. Bay Area Air Quality Management District: BAAQMD

1. Regulation 8 Rule 51 - Adhesive and Sealant Products.

- C. SWRI (Sealant, Waterproofing and Restoration Institute) – Sealant and Caulking Guide Specification

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures.

- B. Products Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.

- C. Samples: Submit two samples, illustrating sealant colors for selection.

- D. Manufacturer's Installation Instructions: Submit special procedures, surface preparation, and perimeter conditions requiring special attention.
- E. Quality Control Submittals:
 - 1. Submit certification by joint sealant manufacturer that sealants plus the primers and cleaners required for sealant installation comply with local regulations controlling use of volatile organic compounds.
 - 2. Submit certificated for manufacturers of joint sealants attesting that their products comply with specification requirements and are suitable for the use indicated.
 - 3. Submit compatibility and adhesion test results from elastomeric sealant manufacturer indicating that materials forming joint substrates and joint sealant backings have been tested for compatibility and adhesion with joint sealants. Include sealant manufacturer's interpretation of test results relative to sealant performance and recommendations for primers and substrate preparation needed to obtain adhesion.
 - 4. Submit product test reports for each type of joint sealants indicated, evidencing compliance with requirements specified.
- F. Project Close-Out Submittals: Submit manufacturer's warranty.

1.4 WARRANTY

- A. Obtain sealant manufacturer's standard warranty. Include coverage of installed sealants and accessories against failure to cure or to achieve an airtight or watertight seal or loss of adhesion, cohesion or color stability.
- B. Provide manufacturer's warranty under provisions of Section 01 77 00 - Closeout Procedures.
- C. For warranty repair work, be responsible for removing and replacing materials concealing joint sealers and repairing all related damage.

1.5 QUALITY ASSURANCE

- A. Single Source responsibility for Joint Sealant Materials: Obtain joint sealant materials from a single manufacturer for each different product required.
- B. Product Testing:
 - 1. Provide comprehensive test data for each type of joint sealant based on tests conducted by a qualified independent testing laboratory on current product formulations within a 24-month period preceding date of Contractor's submittal of test date of Contractor's submittal of test results to Architect.
 - 2. Test elastomeric sealants for compliance with requirements specified by reference to ASTM C 920. Include test results for hardness, stain resistance, adhesion and cohesion under cyclic movement (per ASTM C 719), low-temperature flexibility, modulus of elasticity at 100 percent strain, effects of heat aging and effects of accelerated weathering.
- C. Preconstruction Field Testing:

1. Prior to installation of joint sealants, field-test their adhesion to joint substrates. Locate test joints where directed by Architect.
2. Conduct field tests for each type of elastomeric sealant and joint substrate indicated.
3. Notify Architect one week in advance of the dates and times when mock-ups will be erected.
4. Arrange for tests to take place with joint sealant manufacturer's representative present.

D. Test Method:

1. Test joint sealants by hand pull method.
2. Install joint sealants in 5-foot joint lengths using same materials and methods for joint preparation and joint sealant installation required for completed Work. Allow sealants to cure fully before testing.
3. Make knife cuts horizontally from one side of joint to other followed by 2 vertical cuts approximately 2 inches long at side of joint and meeting horizontal cut atop of 2-inch cuts. Place a mark 1 inch from top of 2-inch piece.
4. Use fingers to grasp 2-inch piece of sealant just above 1-inch mark; pull firmly down at a 90-degree angle or more while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability in extension; hold this position for 10 seconds.
5. Report whether or not sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate.

E. Evaluation of Field Test Results:

1. Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

F. Maintain one copy of each referenced document covering installation requirements on site.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing Work of this section with minimum three years documented experience. Engage an experienced installer who has completed joint sealer applications similar in material, design and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time and mixing instructions for multi-component materials.

- B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.8 MOCKUP

- A. Section 01 40 00 - Quality Requirements.
- B. Construct mockup of sealant joints in conjunction with mockups specified in other sections.
- C. Conduct field tests for each type of elastomeric sealant and joint substrate indicated. Arrange for tests to take place with joint sealant manufacturer's representative present. Notify Architect one week in advance of the dates and times when mock-ups will be erected.
- D. Construct mockup with specified sealant types and with other components noted.
 - 1. Determine preparation and priming requirements based on manufacturers recommendations; take action necessary for correction of failure of sealant tests on mock-up.
 - 2. Verify sealants, primers, and other components do not stain adjacent materials.
- E. Construct mockup at location where directed by Architect/Engineer, accepted mockup may be incorporated as part of Work.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 .00 - Product Requirements.
- B. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.
- C. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
 - 2. When joint substrates are wet.
 - 3. When joint widths are less than allowed by joint sealant manufacturer for application indicated.
- D. Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.10 COORDINATION

- A. Section 01 31 00 - Project Management and Coordination.
- B. Coordinate Work with sections referencing this section.

PART 2 - PRODUCTS

2.1 JOINT SEALERS

- A. Where called for in Scope of Work, shown on drawings, and as recommended by manufacturer for each substrate. Color of sealant to be selected by Architect from manufacturer's standard color chart.
- B. Manufacturers:
 - 1. SIKA Corp. USA
 - a. Sealant No. 1: Sikaflex 1A , polyurethane , Type S, ASTM C920, Grade NS, Class 35; single component, chemical curing, non-staining, non-bleeding, non-sagging type. Do not use on building paper, paper flashing, or asphalt products.
 - 2. Dap Products, Inc.
 - a. Sealant No. 2: DAP Side Winder, Advanced hybrid polymer, ASTM C920, Class 25, UV Stable, paintable sealant.
 - 3. GE Silicones
 - a. Sealant No. 3: GE Momentive Silicones Silpruf SCS2000 weatherproofing sealant for structural glazing, low-modulus silicone. GE SS4044 series primer to enhance adhesion.
- C. Availability: Unless substitution is necessary, all products shall be on hand at the start of construction.

2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
 - 1. Interior Sealants and Sealant Primers: Maximum volatile organic compound content in accordance with BAAQMD.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: SofRod, manufactured by Nomaco, Inc., round, jacketed, bi-cellular, compatible with sealant; ASTM C1330, oversized 25 larger than joint width.
- D. Joint Isolation Filler: Deck-O-Foam expansion joint filler, polyethylene, closed-cell, chemical-resistant, UV stable, compressible foam, as manufactured by W.R. Meadows
- E. Bond Breaker: Patco 503A, colored polyethylene pressure sensitive bond breaker tape at all non-perforated weep screeds or drip screeds. Wiping accessory with non-stick spray at surface in contact with Portland cement plaster is not an acceptable alternate.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 31 00 - Project Management and Coordination.

- B. Verify substrate surfaces and joint openings are ready to receive work.
- C. Verify joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter from joint substrates that might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's recommendations.
- C. Prime joint substrates where indicated or where recommended by joint sealant manufacturer based on preconstruction joint sealant manufacturer's recommendations. Confine primers to areas of joint sealant bond. Do not allow spillage or migration onto adjoining surfaces.
- D. Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.
- E. Perform preparation in accordance with ASTM C1193 and with manufacturer's recommendations and written instructions and as shown on plans.
- F. Protect elements surrounding the work of this section from damage or disfiguration.

3.3 INSTALLATION

- A. Perform installation in accordance with ASTM C1193, with manufacturer's recommendations and written instructions and as shown on plans.
- B. Install joint fillers to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability. Do not leave gaps between ends of joint fillers. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
 - 1. Width/depth ratio of 2:1.
 - 2. Neck dimension no greater than 1/3 of joint width.
 - 3. Surface bond area on each side not less than 75 percent of joint width.
- C. Remove absorbent joint fillers that have become wet prior to sealant application and replace with dry material.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

- G. Install sealants using a pressure gun with nozzle cut to fit joint width. Ensure sealant is deposited in a uniform continuous bead without gaps or air pockets, foreign embedded matter, ridges, and sags. Ensure sealants are directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed.
- H. Tool joints as detailed within ten minutes of sealant application to form smooth, uniform beads of configuration indicated, to eliminate air pockets and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or are not approved by sealant manufacturer.
- I. Provide concave joint configuration unless otherwise indicated.
- J. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.

3.4 FIELD QUALITY CONTROL

- A. Arrange for sealant manufacturer's representative to visit the construction site during the construction period, as frequently as recommended by manufacturer. The manufacturer's representative will observe the installation methods and practices and will report to the Architect. Requirement for continuous testing during installation shall be confirmed at the pre-construction meeting.
- B. When installation is complete, manufacturer's representative will make a visual inspection of the installation and perform random testing as recommended by manufacturer. If testing demonstrates that sealants are not installed to the satisfaction of the manufacturer's representative's satisfaction, remove and replace without additional cost to the City.

3.5 CLEANING

- A. Section 01 73 00 - Execution and 01 77 00 - Closeout Procedures.
- B. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 01 73 00 - Execution and 01 77 00 - Closeout Procedures.
- B. Protect sealants during and after the curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so that the installation with repaired areas are indistinguishable from original work.

END OF SECTION 07 90 00

SECTION 08 41 13.02 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes door, window, frames, glass and glazing, shims and achors, and operating hardware.

1.2 REFERENCES

A. American Architectural Manufacturers Association:

1. AAMA 101 - Voluntary Performance Specification for Windows, Skylights and Glass Doors.
2. AAMA 701 - Voluntary Specification for Pile Weatherstrip.
3. AAMA 1503 - Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections.

B. American Society of Civil Engineers:

1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

C. ASTM International:

1. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
2. ASTM E283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
3. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors By Uniform Static Air Pressure Difference.
4. ASTM E1886 - Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials.
5. ASTM E2112 - Standard Practice for Installation of Exterior Windows, Doors and Skylights.

D. Consumer Product Safety Commission:

1. CPSC 16 CFR 1201; Safety Standard for Architectural Glazing.

E. National Fenestration Rating Council Incorporated:

1. NFRC 100 - Procedures for Determining Fenestration Product U-Factors.

F. Glass Association of North America:

1. GANA - Glazing Manual.

1.3 SYSTEM DESCRIPTION

- A. Glass and Aluminum Doors: Thermally broken, extruded tubular aluminum sections, factory fabricated with supplementary internal support framing, aluminum and glass entrances, shop fabricated, factory finished, glass and glazing, thresholds, related flashings, anchorage and attachment devices.
- B. System Assembly: Shop unitized assembly.

1.4 PERFORMANCE REQUIREMENTS

- A. System Design: Primary Performance Requirements: AAMA 101 Designation SGD-C30 Commercial or better.
- B. Wind-Borne Debris Loads: Design and size glass located less than 60 feet above grade to withstand the following loads:
 - 1. Glass Greater than 30 feet above Grade: ASTM E1886 and ASTM E1996; small missile impact test.
- C. Member Deflection: Limit member deflection to 1/175 in any direction; with full recovery of glazing materials when measured in accordance with ASTM E330.
- D. Lintel Deflection: Accommodate deflection of lintel without damage to components, deterioration of seals, or movement between door frame and perimeter framing. System shall not deflect more than 1/8" at the center point, or 1/16" at the center point of a horizontal member, once deadload points have been established.
- E. Air and Vapor Seal: Maintain continuous air barrier and vapor retarder throughout assembly, primarily in line with pane of glass and heel bead of glazing compound.
- F. System Internal Drainage: Drain water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system to the exterior by a weep drainage network.
- G. Thermal Movement: System shall accommodate expansion and contraction movement due to surface temperature differential of 180 degrees F.
- H. Thermal Performance – When tested in accordance with AAMA 1503.1 the following results should be attained: U-Maximum .63/CRF – minimum of 59.
- I. Seismic testing shall conform to AAMA recommended static test method for evaluating performance of curtain walls and storefront wall systems due to horizontal displacements associated with seismic movements and building sway.
- J. Air Infiltration: Limit air infiltration through assembly to 0.06 cfm/min/sq ft of wall area, measured at reference differential pressure across assembly of 6.24 psf as measured in accordance with ASTM E283.
- K. Water Leakage: None, when measured in accordance with ASTM E331 and AAMA 501 with a minimum static test pressure of 10 psf.

- L. Forced Entry Resistance: ASTM F842 Grade 40, for assembly types indicated.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures.
- B. Shop Drawings: Indicate opening dimensions, elevations of differing units, framed opening tolerances, method for achieving air and vapor retarder seal to adjacent construction, pan flashing and concealed flashings, anchorage locations, affected related Work, and installation requirements.
- C. Product Data: Submit component dimensions, fastener types, glass, internal drainage details, and cutouts for hardware and accessories.
- D. Samples: Submit two 12 x 12 inch in size illustrating typical sliding door panel corner construction, door frame corner construction, intermediate mullion section, glass, threshold profile, and finishes. Submit one sample of operating hardware.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- F. Manufacturer's Certificates: Certify product performance ratings by independent third party such as AAMA, CAWM, or NFRC as meeting or exceeding specified requirements.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with the following:
 - 1. Sliding Glass and Aluminum Doors: Fabricate and label door assemblies in accordance with AAMA 101 for types of doors required.
 - 2. Insulated Glass: Fabricate insulated glass units in accordance with GANA Glazing Manual.
 - 3. Safety Glass: Conform to CPSC 16 CFR 1201 and applicable codes.
 - 4. Maintain one copy of each document on site.
- B. Perform Work in accordance with code.
- C. Maintain one copy of each document on site.
- D. Single Source Responsibility:
 - 1. Obtain entrances, storefronts, ribbon walls, window walls, curtain walls, window systems, and finish through one source from a single manufacturer.
- E. Provide test reports from AAMA accredited laboratories certifying the performances as specified in 1.4.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing commercial fabrication of sliding doors with minimum three years documented experience.

- B. Installer: Company specializing in performing commercial installation of sliding doors with minimum three years documented experience.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 6 0 .00 - Product Requirements.
- B. Protect finished surfaces with strippable coating. Do not use adhesive papers or sprayed coatings that bond to substrate when exposed to sunlight or weather.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 6 0 .00 - Product Requirements.
- B. Do not install glazing materials when ambient temperature is less than 40 degrees F.
- C. Maintain this minimum temperature during and 24 hours after installation of glazing materials.

1.10 WARRANTY

- A. Section 01 7 0 .00 - Execution and Closeout Requirements.
- B. Furnish five year manufacturer warranty for insulated glass units from seal failure, interpane dusting or misting, and replacement.
- C. System shall be warranted against failure and/or deterioration of metals due to manufacturing process for a period of two (2) years.
- D. Warranty: Include coverage for degradation of color finish.

PART 2 - PRODUCTS

2.1 GLASS AND ALUMINUM DOOR

- A. Manufacturers:
 - 1. Kawneer Company, Inc.
 - 2. Arcadia, Inc.
- B. Product Description:
 - 1. Unit and Fixed Frame Construction: 2" x 4-1/2" wide thermally broken, extruded aluminum with welded butt joint construction.

2.2 COMPONENTS

- A. Extruded Aluminum: ASTM B221, 6063 alloy, T6 temper, hollow tubular sections. center glazed, stacking, storefront system to match existing nominal dimensions with screw race joinery, thermally broken with interior tubular section insulated from exterior; flush glazing stops; drainage holes; end water dams and diverters; internal weep drainage system; center set glazing. Include flat filler plate on jambs all around.

Provide storefront sections without exposed seams. Provide mid-panel panic device system.

- B. Mullions: Profile of extruded aluminum with internal reinforcement of aluminum or shaped steel structural section as necessary to meet the required structural performance rating for the specific application. Mullions and horizontal shall be one-piece. Horizontal members shall not be interrupted by vertical members. Make provisions to drain moisture accumulation to exterior by providing 1/4" x 1/2" long slot weep, minimum 2 per mullion section or as recommended by manufacturer.
- C. Glass: Conforming with requirements in Section 08 80 .00.
- D. Glass Stops: Sloped for wash.
- E. Glazing Gaskets:
 - 1. Compression type design, replaceable, molded or extruded, of neoprene, or ethylene propylene diene monomer (EPDM).
 - 2. Conform to ASTM C509 or C864.
 - 3. Profile and hardness as required to maintain uniform pressure for watertight seal.
 - 4. Provide in manufacturer's standard black color.
- F. Flashings: Galvanized steel finished to match aluminum finish. Self-adhered membrane no. 1 per Specification Section 07130.
- G. Concealed flashings: Dead soft stainless steel or extruded aluminum as selected by manufacturer for compatibility of other components.
- H. Fasteners:
 - 1. Aluminum, non-magnetic stainless steel or other materials warranted by manufacturer to be non-corrosive and compatible with components being fastened.
 - 2. Do not use exposed fasteners, except where unavoidable for application of hardware.
 - 3. For exposed locations, provide countersunk Phillips head screws with finish matching items fastened.
 - 4. For concealed locations, provide manufacturer's standard fasteners.
 - 5. Provide nuts or washers of design having means to prevent disengagement; deforming of fastener threads is unacceptable.
- I. Expansion Anchor Devices: Lead-shield or toothed-steel, drilled-in, expansion bolt anchors.
- J. Anchorage: Per manufacturer's recommendations formed or fabricated steel or aluminum assemblies of shapes, plates, bars or tubes.
- K. Sealant and Backing Materials:
 - 1. Sealant Used Within System (Not Used for Glazing): Manufacturer's standard materials to achieve weather, moisture, and air infiltration requirements.

2. Perimeter Sealant: Specified in Section 07 90 00

- L. Protective Coatings: Cold-applied asphalt mastic complying with SSPC-Paint 12, compounded for 30 mil (0.77 mm) thickness for each coat; or alkyd type zinc chromate primer complying with FS TT-P-645.
- M. Weatherstripping:
 - 1. Wool pile conforming to AAMA 701.2; or extruded EPDM elastomeric conforming to ASTM C509 or C864.
 - 2. Provide EPDM or vinylblade gasket weatherstripping in bottom door rail, adjustable for contact with threshold.
- N. "Anti-Walk" Edge Blocking: "W" shaped EPDM blocks for use in keeping glazing material stationary under vibration or seismic loading.
- O. Baffles (at weep holes): Type as recommended by system manufacturer and shown in published installation instructions.
- P. Thermal Break: Shall be designed in accordance with AAMA TIR-A8 and rested in accordance with AAMA 505.
- Q. Entrance Door: 0.125 inch wall thickness; 1-3/4" inch deep with 5" stiles. Bottom rail 1'-4". See Section 08710 for door hardware.

2.3 ACCESSORIES

- A. Anchors: Galvanized steel. Provide insulation between steel material and aluminum material to prevent galvanic action.
- B. Bituminous Paint: Cold-applied, asphalt-mastic paint complying with SSPC-Paint 12 requirements except containing no asbestos, formulated for 30 mil thickness per coat.

2.4 FABRICATION

- A. Size and fabricate door assembly to allow for tolerances of rough framed openings, clearances, shim spacing and shims around perimeter of assemblies.
- B. Ensure joints and connections are flush, hairline, and waterproof.
- C. Form sills and stools in one piece. Slope sills for wash.
- D. Match components to ensure continuity of line.
- E. Furnish drainage to exterior for moisture entering joints and glazing spaces and condensation occurring within frame construction.
- F. Furnish glass in fixed and hinged units in accordance with manufacturer's standard method conforming with GANA Glazing Manual.

2.5 FINISHES

- A. Finish Coatings: Kynar 500, color to match existing. Provide sample for review and approval by City and Architect.
- B. Threshold: Mill finish.
- C. Pull Handles: Match existing
- D. Locks: Match existing.
- E. Apply coat of bituminous paint on concealed aluminum surfaces in contact with cementitious or dissimilar materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 30 .00 - Administrative Requirements.
- B. Verify openings are ready to receive Work and opening dimensions and clearances are as indicated on shop drawings.

3.2 PREPARATION

- A. Prepare opening to permit correct installation of door unit in conjunction with air and vapor seal.

3.3 INSTALLATION

- A. Install per manufacturer's recommendations and written requirements for extreme weather conditions.
- B. Attach frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.
- C. Use anchorage devices to securely fasten sliding door assembly to wall construction without distortion or imposed stresses.
- D. Coordinate installation with placement of air and vapor seals at frame perimeter as specified in drawings.
- E. Coordinate installation of batt thermal insulation at shim spaces at frame perimeter as necessary.
- F. Separate aluminum and other corrodible surfaces from sources of corrosion of electrolytic action at points of contact with other materials by complying with requirements specified under "Dissimilar Materials" in Appendix to AAMA 101.
- G. Place threshold in bed of butyl sealant.
- H. Install perimeter trim.

3.4 ERECTION TOLERANCES

- A. Section 01 40 00 - Quality Requirements
- B. Maintain dimensional tolerances and alignment with adjacent Work.
- C. Maximum Variation from Plumb: 1/16 inch.
- D. Maximum Variation from Level: 1/16 inch.
- E. Longitudinal or Diagonal Warp: Plus or minus 1/8 inch from 10 foot straight edge.

3.5 ADJUSTING

- A. Section 01 730 - Execution and 01 77 00 Closeout Procedures.
- B. Adjust hardware for smooth operation.

3.6 CLEANING

- A. Section 01 730 - Execution and 01 77 00 Closeout Procedures.
- B. Remove protective material from factory finished surfaces.
- C. Remove labels and visible markings.
- D. Wash surfaces by method recommended and acceptable to manufacturer; rinse and wipe surfaces clean.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 01 730 - Execution and 01 77 00 Closeout Procedures.
- B. Do not permit continuing construction activities near unprotected finish surfaces.

END OF SECTION 08 41 13.02

SECTION 08 71 00 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes hardware for aluminum doors.
 - 1. Provide door gaskets, including weatherstripping and seals, and thresholds.
- B. Allowances: Include under provisions of Section 01 20 00 - Price and Payment Procedures: Allowances. Allowance includes purchase and delivery of door hardware and gaskets. Installation is included in this section and is part of Contract Sum/Price.

1.2 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI A156.1 - Butts and Hinges.
 - 2. ANSI A156.2 - Bored and Preassembled Locks and Latches.
 - 3. ANSI A156.3 - Exit Devices.
 - 4. ANSI A156.4 - Door Controls - Closures.
 - 5. ANSI A156.5 - Auxiliary Locks and Associated Products.
 - 6. ANSI A156.6 - Architectural Door Trim.
 - 7. ANSI A156.7 - Template Hinge Dimensions.
 - 8. ANSI A156.8 - Door Controls - Overhead Holders.
 - 9. ANSI A156.12 - Interconnected Locks and Latches.
 - 10. ANSI A156.13 - Mortise Locks and Latches.
 - 11. ANSI A156.14 - Sliding and Folding Door Hardware.
 - 12. ANSI A156.15 - Closer Holder Release Devices.
 - 13. ANSI A156.16 - Auxiliary Hardware.
 - 14. ANSI A156.18 - Materials and Finishes
 - 15. ANSI A156.19 - Power Assist and Low Energy Power Operated Doors.
 - 16. ANSI A156.23 - Electromagnetic Locks.
 - 17. ANSI A156.24 - Delayed Egress Locks.
 - 18. ANSI A156 - Complete Set of 24 BHMA Standards (A156 Series) with Binder.
- B. Builders Hardware Manufacturers Association:
 - 1. BHMA Directory of Certified Products.
- C. National Fire Protection Association:
 - 1. NFPA 80 - Standard for Fire Doors, Fire Windows.
 - 2. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies.
- D. Underwriters Laboratories Inc.:
 - 1. UL 10B - Fire Tests of Door Assemblies.
 - 2. UL 305 - Panic Hardware.

3. UL - Building Materials Directory.

E. Intertek Testing Services (Warnock Hersey Listed):

1. WH - Certification Listings.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures .

B. Shop Drawings:

1. Indicate locations and mounting heights of each type of hardware, schedules, catalog cuts, electrical characteristics and connection requirements.
2. Submit manufacturer's parts lists

C. Samples:

1. Submit one sample of each identified component illustrating style, color, and finish.
2. Approved samples may be incorporated into Work.

D. Manufacturer's Installation Instructions: Submit special procedures, and perimeter conditions requiring special attention.

1.4 CLOSEOUT SUBMITTALS

A. Section 01 73 00 - Execution .

B. Project Record Documents: Record actual locations of installed cylinders and their master key code.

C. Operation and Maintenance Data: Submit data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.

D. Keys: Deliver with identifying tags to the City by security shipment direct from hardware supplier.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with the following requirements:

1. ANSI A156 series.
2. NFPA 80.
3. UL 305.

B. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

- B. Hardware Supplier: Company specializing in supplying institutional door hardware with minimum three years documented experience. Require supplier to meet with the City to finalize keying requirements and to obtain final instructions in writing.
- C. Single Source Responsibility: Obtain each type of hardware from a single manufacturer.

1.7 PRE-INSTALLATION MEETINGS

- A. Section 01 31 00 - Project Management and Coordination.
- B. Convene minimum one week prior to commencing work of this section.
- C. Include persons involved with installation of doors, frames, and hardware.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Package hardware items individually with necessary fasteners, instructions, and installation templates, when necessary; label and identify each package with door opening code to match hardware schedule.

1.9 COORDINATION

- A. Section 01 31 00 - Project Management and Coordination.
- B. Coordinate Work with other directly affected sections involving manufacture or fabrication of internal reinforcement for door hardware and recessed items.
 - 1. Provide templates or actual hardware as required to ensure proper preparation of doors and frames.
- C. Sequence installation to accommodate required utility connections.
- D. Coordinate the City's keying requirements during course of Work.

1.10 WARRANTY

- A. Section 01 73 00 - Execution .
- B. Contractor to furnish warranty against defects of material and workmanship for a period of 5 years from the date of Substantial Completion.
- C. Furnish five year manufacturer warranty for locksets and all operating parts; ten years for door closers. Correct defects occurring during the warranty period at no cost to the City.

1.11 MAINTENANCE MATERIALS

- A. Section 01 73 00 - Execution .

- B. Furnish special wrenches and tools applicable for each different and for each special hardware component.
- C. Furnish maintenance tools and accessories supplied by hardware component manufacturer.

1.12 EXTRA MATERIALS

- A. Section 01 73 00 - Execution .
- B. Furnish ten extra key lock cylinders for each master keyed group.

PART 2 - PRODUCTS

2.1 DOOR HARDWARE

- A. Acceptable Manufacturers:
 - 1. Manufacturer's listed to set design standard and product performance.
- B. Butt Hinge: Supplied by door manufacturer
- C. Lockset and Cylinder Manufacturers: Schlage, Adams Rite
- D. Exit Device Manufacturers: Adams Rite; Von Duprin
- E. Closers Manufacturers: LCN; Jackson
- F. Weatherstripping: Pemko
- G. Push/Pulls: Trimco/BBW
- H. Thresholds: Pemko
- I. Door Bottom: Pemko
- J. Door Top Weatherstripping: Pemko

2.2 COMPONENTS

- A. General Hardware Requirements: Where not specifically indicated, comply with applicable ANSI A156 standard for type of hardware required. Furnish each type of hardware with accessories as required for applications indicated and for complete, finished, operational doors.
 - 1. Templates: Furnish templates or physical hardware items to door and frame manufacturers sufficiently in advance to avoid delay in Work.
 - 2. Reinforcing Units: Furnished by door and frame manufacturers; coordinated by hardware supplier or hardware manufacturer.
 - 3. Fasteners: Furnish as recommended by hardware manufacturer and as required to secure hardware.
 - a. Finish: Match hardware item being fastened.

4. Fire Ratings: Provide hardware with UL or Intertek Testing Services (Warnock Hersey Listed) listings for type of application involved.
 5. Electrical Devices: Make provisions and coordinate requirements for electrical devices and connections for hardware.
- B. Hinges: ANSI A156.1, full mortise type, complying with following general requirements unless otherwise scheduled.
1. Widths: Sufficient to clear trim projection when door swings 180 degrees.
 2. Number: Furnish minimum three hinges to 90 inches high, four hinges to 120 inches high for each door leaf.
 3. Size and Weight: 4-1/2 inch heavy weight typical.
- C. Locksets: Furnish locksets compatible with specified cylinders. Typical 2-3/4 inch backset. Furnish standard strikes with extended lips to protect trim from being marred by latch bolt and verify type of cutouts provided in metal frames.
- D. Exit Devices: ANSI A156.3, Grade 1, with cross bar, unless otherwise indicated. Furnish standard strikes with extended lips to protect trim from being marred by latch bolt and verify type of cutouts provided in metal frames, with floor strikes.
1. Types: Suitable for doors requiring exit devices.
 2. Coordinators: Furnish overhead concealed in frame type at pairs of doors.
- E. Closers: ANSI A156.4 overhead concealed, center pivot closers; full rack and pinion type with steel spring and non-freezing hydraulic fluid; provide closers as required for accessibility to the physically handicapped to ensure code-compliant door opening force and delayed action closing.
1. Adjustability: Furnish controls for regulating closing, latching, speeds, and back checking.
 2. Arms: Type to suit individual condition; parallel-arm closers at reverse bevel doors and where doors swing full 180 degrees.
 3. Location: Mount closers on inside of exterior doors
 4. Operating Pressure: Maximum operating pressure as follows.
 - a. Exterior Doors: Maximum 5 pounds.
- F. Door Controls and Overhead Holders: Furnish with accessories as required for complete operational installation.
- G. Push/Pulls, Thresholds and Trim: Furnish as indicated, with accessories as required for complete operational door installations.
1. Push/Pulls: ANSI A156.6; push plates minimum 0.050 inch thick. Furnish straight push-pull type pulls with bolts to secure from opposite door face; furnish with minimum 0.050 inch pull plates unless otherwise indicated.
 2. Kickplates: ANSI A156.6, metal; height indicated in Schedule by 1 inch less than door width; minimum 0.050 inch thick stainless steel (10" min. ht.)
 3. Weatherstripping: Furnish continuous weatherstripping at top and sides of exterior doors.
 4. Thresholds: Maximum 1/2 inch height w/ 1:2 bevel.

5. Floor Stops: ANSI A156.1 Grade 1 dome type; furnish with accessories as required for applications indicated.

2.3 FINISHING

- A. Finishes: Identified in Schedule at end of section

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 31 00 - Project Management and Coordination.
- B. Verify doors and frames are ready to receive door hardware and dimensions are as indicated on shop drawings and as instructed by manufacturer.
- C. Verify electric power is available to power operated devices and is of correct characteristics.

3.2 INSTALLATION

- A. Install each hardware item in compliance with the manufacturer's recommendations and written instructions.
- B. Coordinate mounting heights with door and frame manufacturers. Use templates provided by hardware item manufacturer.
- C. Mounting Heights From Finished Floor to Center Line of Hardware Item: Comply with manufacturer recommendations and applicable codes where not otherwise indicated.
 1. Locksets: 38 inch.
 2. Push/Pulls: 42 inch.
 3. Dead Locks: 48 inch.
 4. Cross Bar Type Exit Devices: 38 inch.
 5. Top Hinge: Jamb manufacturer's standard, but not greater than 10 inches from head of frame to center line of hinge.
 6. Bottom Hinge: Jamb manufacturer's standard, but not greater than 12-1/2 inches from floor to center line of hinge.
 7. Intermediate Hinges: Equally spaced between top and bottom hinges and from each other.

3.3 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements and 01 73 00 - Execution.
- B. Primary Hardware Manufacturer's Representatives inspect installation and certify hardware and installation has been furnished and installed in accordance with manufacturer's instructions and as specified.

3.4 ADJUSTING

- A. Section 01 73 00 - Execution .

- B. Adjust hardware for smooth operation. Check each operating item to ensure proper operation and function of every unit. Replace units that cannot be adjusted to operate freely and smoothly or as intended for the application made.
- C. Where door hardware is installed more than one month prior to acceptance of a space or area, return to installation during the week prior to acceptance to make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors.
- D. Clean adjacent surfaces soiled by hardware installation.
- E. Instruct City's personnel in the proper adjustment and maintenance of door hardware and hardware finishes.
- F. Approximately six months after the date of Substantial Completion, the Installer, accompanied by representatives of the manufacturer's of locksets and door control devices and of other major hardware suppliers, shall return to the Project to perform the following work:
 - 1. Examine and re-adjust each item of door hardware as necessary to restore function of doors and hardware to comply with specified requirements.
 - 2. Consult and instruct City's personnel in recommended additions to the maintenance procedures.
 - 3. Replace hardware items that have deteriorated or failed due to faulty design, materials or installation of hardware units.
 - 4. Prepare a written report of current and predictable problems (of substantial nature) in the performance of the hardware.

3.5 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 01 73 00 - Execution .
- B. Do not permit adjacent work to damage hardware or hardware finish.

3.6 SCHEDULES

- A. Aluminum Storefront Entrance Door at Clubroom
 - 1. 2-pair Butt Hinges: Supplied by door manufacturer, 630 finish
 - 2. Lockset: Adams Rite MS 4036 and 4066 Thumbturn, 4510 Standard Deadlatch, 630 finish
 - 3. Closer : LCN 2030 series or approved equivalent, 630 finish
 - 4. Weatherstripping: Pemko S88 or approved equivalent
 - 5. Door Bottom: Pemko Automatic Door Bottom 4301 CRL or approved equivalent
 - 6. Door Threshold: Pemko 172A or approved equivalent
 - 7. Door Top Weatherstripping: Pemko 346C or approved equivalent; concealed top rail weatherstrip as supplied by door manufacturer.
 - 8. 1 – Pull Handle: Trimco AP200, 630 finish
 - 9. 1-Panic Hardware – Adams Rite 8600 Concealed Vertical Rod Touch Bar Panic, 628 finish.

B. Aluminum Storefront Entrance Door at Courtyard

1. 2-pair Butt Hinges: Supplied by door manufacturer, 630 finish
2. Lockset: Adams Rite MS 4036 and 4066 Thumbturn, 4510 Standard Deadlatch, 630 finish.
3. Closer : LCN 2030 series or approved equivalent, 630 finish
4. Weatherstripping: Pemko S88 or approved equivalent
5. Door Bottom: Pemko Automatic Door Bottom 4301 CRL or approved equivalent
6. Door Threshold: Pemko 172A or approved equivalent
7. Door Bottom Sweep: Pemko 345D or approved equivalent; concealed top rail weatherstrip as supplied by door manufacturer.
8. 1 pair - Push/Pulls: Trimco AP200, 630 finish (back to back).

END OF SECTION 08 71 00

SECTION 08 80 00 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes glass and glazing for sections referencing this section for products and installation.
- B. Related Sections:
 - 1. Section 07 90 00 – Joint Protection.
 - 2. Section 08 32 13.02 – Aluminum Framed Storefront and Entrances.

1.2 REFERENCES

- A. American Aluminum Manufacturers Association (AAMA):
 - 1. AAMA 1503 - Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections.
- B. American National Standards Institute (ANSI):
 - 1. ANSI Z97.1 - Safety Glazing Materials Used in Buildings Safety.
- C. ASTM International:
 - 1. ASTM C509 - Standard Specification for Elastomeric Cellular Preformed Gasket and Sealing Material.
 - 2. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers.
 - 3. ASTM C920 – Standard Specification for Elastomeric Joint Sealants.
 - 4. ASTM C1036 - Standard Specification for Flat Glass.
 - 5. ASTM C1048 – Standard Specification for Heat-Strengthened and Fully Tempered Glass.
 - 6. ASTM C1115 – Standard Specification for Dense Elastomeric Silicone Rubber Gaskets and Accessories.
 - 7. ASTM C1193 - Standard Guide for Use of Joint Sealants.
 - 8. ASTM D1056 – Standard Specification for Flexible Cellular Materials – Sponge or Expanded Rubber.
 - 9. ASTM E330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
 - 10. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation.
- D. Glass Association of North America (GANA):
 - 1. GANA - FGMA Sealant Manual.
 - 2. GANA - Glazing Manual.
- E. National Fenestration Rating Council Incorporated (NFRC):

1. NFRC 100 - Procedures for Determining Fenestration Product U-Factors.
2. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence.
3. NFRC 300 - Test Method for Determining the Solar Optical Properties of Glazing Materials and Systems.

F. Underwriters Laboratories Inc. (UL):

1. UL - Building Materials Directory.

1.3 PERFORMANCE REQUIREMENTS

- A. All glass and glazing shall conform to the CBC Chapter 24 and Federal Safety Standard for Architectural Glazing Materials and Federal Specifications DD-G 451d and 16 CFR 1201 CI and CII.
- B. Provide glass and glazing materials for continuity of building enclosure vapor retarder and air barrier:
 1. In conjunction with materials described in Section 07 90 00
 2. To utilize inner pane of multiple pane sealed units for continuity of air barrier and vapor retarder seal.
 3. To maintain continuous air barrier and vapor retarder throughout glazed assembly from glass pane to heel bead of glazing sealant.
- C. Size glass to withstand dead loads and positive and negative live loads acting normal to plane of glass as measured in accordance with ASTM E330.
- D. Exterior Glass Deflection: Maximum of 1/175 of glass edge length or 3/4 inch, whichever is less with full recovery of glazing materials.
- E. Interior Glass Deflection: Maximum differential deflection for two adjacent unsupported edges when 50 plf force is applied to one panel at any point up to 42 inches above finished floor less than thickness of glass.
- F. Passes positive pressure test standards CBC 7-2 and CBC 7-4.
- G. Insulated Glass Performance: Center of glass certified: U-Factor of 0.32 or less, Solar Heat Gain coefficient (SHGC) of 0.25 or less and minimum Visible Light Transmission of 0.46 or greater.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures.
- B. Shop Drawings:
 1. Indicate sizes, layout, thicknesses, and loading conditions for glass.
- C. Product Data:

1. Glass: Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements. Submit manufacturer's technical data for each glazing material required, including installation and maintenance instructions.
2. Glazing Sealants, Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.

D. Samples:

1. Glass: Submit two samples 12 x 12 inch in size, illustrating each glass units, coloration and design.
2. Glazing Materials: Submit 12 inch long bead of glazing sealant and gaskets, color as selected by Architect.

E. Certificates: Provide certification of compliance from glass and glazing materials manufacturers attesting that glass and glazing materials furnished for project comply with requirements. Separate certification will not be required for glazing materials bearing manufacturer's permanent label designating type and thickness of glass, provided labels represent a quality control program involving a recognized certification agency or independent testing laboratory acceptable to authority having jurisdiction.

F. Manufacturer's Certificate: Certify that sealed insulated glass, meets or exceeds specified requirements.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with GANA Glazing Manual and GANA Sealant Manual for glazing installation methods.

1.6 QUALIFICATIONS

A. Installer: Company specializing in performing Work of this section with minimum five years documented experience.

1.7 MOCKUP

- A. Section 01 40 00 - Quality Requirements.
- B. Provide mockup of windows including glass and air barrier and vapor retarder seal.
- C. Locate where directed by Architect.

1.8 PRE-INSTALLATION MEETING

- A. Section 01 31 00 - Project Management and Coordination.
- B. Convene minimum one week before starting Work of this section.

1.9 ENVIRONMENTAL REQUIREMENTS

A. Section 01 60 00 - Product Requirements.

- B. Do not install glazing when ambient temperature is less than 50 degrees F. and substrate temperature conditions are outside the limits permitted by glazing materials manufacturer or when glazing channel substrates are wet from rain, frost, condensation or other causes.
- C. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.
- D. Deliver materials to specified destination in manufacturer's or distributor's packaging, undamaged, complete with installation instructions.
- E. Store off ground, under cover, protected from weather and construction activities.

1.10 WARRANTY

- A. Section 01 73 00 - Execution.
- B. Furnish five (5) year warranty to include coverage for sealed glass units from seal failure, interpane dusting or misting, and replacement of same.
- C. The warranty shall not deprive the City of other rights or remedies the City may have under the provisions of the Contract Documents and is in addition to and runs concurrently with other warranties made by the Contractor under requirements of the Contract Documents.

1.11 EXTRA MATERIALS

- A. Section 01 73 00 - Execution.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Vitro Architectural Glass; Solarban 90, Solar Control Low E Glass or comparable products by one of the following:
 1. AGC Glass Company North America
 2. Cardinal Glass Industries
 3. Pilkington North America
- B. Float Glass: ASTM C1036, Type I, Quality-Q3, Class I (tint) unless otherwise indicated.
- C. Heat-Treated Float Glass: ASTM C1048; Type I, Quality-Q3; Class I (clear) unless otherwise indicated.
 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
- D. Fully Tempered Float Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.

2.2 INSULATING GLASS PRODUCTS

- A. Insulating Glass: ASTM E2190 certified by Insulating Glass Certification Council and Insulating Glass Manufacturers Alliance; with silicone sealant edge seal; purge interpane space with dry air. Tempered as required by applicable code.
1. Outer Pane: Clear, Low E2, float glass.
 2. Inner Pane: Clear, float glass.
 3. Pane Thickness: Minimum 1/4 – inch thick as determined by size or wind and suction loads per manufacturer’s standards.
 4. Minimum Total Unit Thickness: 1” inch, dual glaze. Total thickness per manufacturer’s standards.
 5. Glass Tint: Tint of glass is desired in order to match existing.. Should glass tint not allow for compliance with Title 24 insulated glass performance requirements, submit compliant glass samples to the City and Architect for final selection of glass during shop drawing review.

2.3 GLAZING COMPOUNDS

- A. Silicone Glazing Sealant (perimeter): ASTM C920, Type S, Grade NS, Class and Use suitable for glazing application indicated; single component; solvent curing; capable of water immersion without loss of properties; non-bleeding, non-staining, cured Shore A hardness of 15 to 25; clear. See Specification Section 07 90 00 – Joint Protection.
- B. Silicone Glazing Sealant (internal): Dow Corning 795 Silicone Building Sealant to be used at silicone secondary seals of IGUs.

2.4 GLAZING GASKETS

- A. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one of the following:
1. EDPM complying with ASTM C864.
 2. Silicone complying with ASTM C1115.
 3. Thermoplastic polyolefin rubber complying with ASTM C1115.
- B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned EDPM, silicone or thermoplastic polyolefin rubber gaskets complying with ASSTM C509, Type II, black, of profile and hardness required to maintain watertight seal.

2.5 ACCESSORIES

- A. As recommended by manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 31 00 - Project Management and Coordination.
- B. Verify openings for glazing are correctly sized and within acceptable tolerance.

- C. Verify surfaces of glazing channels or recesses are clean, free of obstructions impeding moisture movement, weeps are clear, and ready to receive glazing.
- D. Comply with combined recommendations of manufacturers of glass, sealants, gaskets and other glazing materials, except where more stringent requirements are indicated, including those in referenced glazing publications.
- E. Protect glass from edge damage during handling and installation.
- F. Use a rolling block in rotating glass units to prevent damage to glass corners. Do not impact glass with metal framing. Use suction cups to shift glass within openings; do not raise or drift glass with a pry bar. Rotate glass lites with flares or bevels on bottom horizontal edges so that the edges are located at top of opening, unless otherwise indicated by manufacturer's label.
- G. Remove damaged glass from Project site and legally dispose of off-site. Damaged glass is glass with edge damage or other imperfections that, when installed, weaken glass and impair performance and appearance.

3.2 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.
- D. Install sealant in accordance with manufacturer's instructions.

3.3 INSTALLATION

- A. Perform installation in accordance with GANA Glazing Manual.
 - 1. Glazing Sealants: Comply with ASTM C1193.
- B. Exterior Wet Method (Sealant and Sealant) Installation:
 - 1. Place setting blocks at 1/4 points and install glazing pane or unit.
 - 2. Install removable stops with glazing centered in space by inserting spacer shims both sides at 24 inches intervals, 1/4 inch below sight line.
 - 3. Fill gaps between glazing and stops with sealant to depth of bite on glazing, but not more than 3/8 inch below sight line to ensure full contact with glazing and continue the air and vapor seal.
 - 4. Apply sealant to uniform line, flush with sight line. Tool or wipe sealant surface smooth.

3.4 MANUFACTURER'S FIELD SERVICES

- A. Section 01 40 .00 - Quality Requirements .
- B. Glass and glazing product manufacturers to provide field surveillance of installation.

- C. Monitor and report installation procedures, and unacceptable conditions.

3.5 CLEANING

- A. Section 01 73 00 - Execution .
- B. Remove glazing materials from finish surfaces.
- C. Remove and replace glass that is broken, chipped, cracked, abraded or damaged in any way, including natural causes, accidents and vandalism during construction period.
- D. Remove labels after Work is complete.
- E. Clean glass and adjacent surfaces not more than 4 days prior to date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended by glass manufacturer.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 01 73 00 - Execution .
- B. Protect exterior glass from breakage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove non-permanent labels and clean surfaces.
- C. Do not mark heat absorbing or reflective glass units.

3.7 SCHEDULE

- A. See window schedule. Provide tempered safety glazing at the following locations:
 1. At fixed or operable panels adjacent to a door where the nearest exposed edge of the glazing is within a 24 inch arc of either vertical edge of the door in a closed position and where the bottom exposed edge of the glazing is less than 60 inches above the walking surface;
 2. At any portion of a building enclosing bathtubs, hotubs, whirlpools saunas, steam rooms, and showers where the bottom exposed edge of the glazing is less than 60 inches above the standing surface and drain inlet;
 3. At glazing at all ingress and egress doors;
 4. At all fixed and sliding panels of sliding glass door assemblies;
 5. At individual fixed or operable panels that meet all the following conditions: where exposed area of an individual pane exceeds 9 square feet, exposed bottom edge is less than 18" above the finished floor; exposed top edge is greater than 36 inches, and where exposed edge is within 36 inches from one or more walking surfaces;
 6. At sloped glazing.

END OF SECTION 08 80 00

SECTION 09 22 00 - CEMENT PLASTERING ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cement plaster accessories and lathing.
- B. Related Sections:
 - 1. Section 09 24 00 – Portland Cement Plaster.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM C841 - Standard Specification for Installation of Interior Lathing and Furring.
 - 3. ASTM C847 - Standard Specification for Metal Lath.
 - 4. ASTM C933 - Standard Specification for Welded Wire Lath.
 - 5. ASTM C1002 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases.
 - 6. ASTM C1063 - Standard Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster.
- B. Gypsum Association:
 - 1. GA 600 - Fire Resistance Design Manual Sound Control.
- C. Underwriters Laboratories Inc.:
 - 1. UL - Fire Resistance Directory.
- D. Intertek Testing Services (Warnock Hersey Listed):
 - 1. Intertek CCRR-0204 Metal Lath - Code Compliance Research Report.

1.3 SUBMITTALS

- A. Submit all requirements in this section in accordance to Section 01 33 00 - Submittal Procedures.
- B. Product Data: Submit data on furring and lathing components, structural characteristics, material limitations, and finish.
- C. Samples:
 - 1. Submit two samples, 12x12 inch in size illustrating lath material and finish.
 - 2. Submit two samples, 12x12 inch in size illustrating linear materials and finish.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ASTM C1063 - Standard Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster.
- B. Regulatory Requirements: All plaster work shall be performed in accordance with requirements of Chapter 25, 2022 California Building Code, Section 2507 - Exterior Lath and Plastering.
- C. Conform to California Building Code for fire rated assemblies where indicated on drawings.
 - 1. Coordinate components of fire rated assemblies with materials specified for support of plaster in other sections.

1.5 QUALIFICATIONS

- A. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.6 MOCKUP

- A. Section 01 40 00 - Quality Requirements.
- B. Construct mockup at location where directed by Architect/Engineer, accepted mockup may be incorporated as part of Work.

1.7 PRE-INSTALLATION MEETINGS

- A. Section 01 31 00 - Project Management and Coordination.
- B. Convene minimum one week prior to commencing Work of this section.

PART 2 - PRODUCTS

2.1 NON-LOAD-BEARING METAL FURRING AND LATHING

- A. Manufacturers:
 - 1. Stockton Products.
 - 2. Cemco.
 - 3. New Cal Metals, Inc.
 - 4. Clark Dietrich.
 - 5. Substitutions: Section 01 25 00 - Substitution Procedures, products of manufacturers not listed may be proposed for substitution, provided they are equal in design, product performance and warranty to the products specified. The burden of proof of equality is on the proposing Contractor.

2.2 COMPONENTS

- A. All metal accessories shall be manufactured as indicated and shall include but not be limited to the following, as shown on drawings:

1. Casing Bead : Expanded Flange: J-Mold: No. 66 Expanded Flange Casing Bead, 26-gauge galvanized steel, G90 coating, as manufactured by CEMCO. Depth governed by plaster thickness, maximum possible lengths, expanded flange, with square edges.
2. Corner Aid: No. 1-A Corner Bead, 26-gauge galvanized steel, G90 coating, shaped to permit complete embedding in plaster, as manufactured by CEMCO. To be used at outside corners. Do not screed to outside nosing with metal trowel or rod to prevent scratching or removal of galvanizing coating.
3. Cornerite: 105 degree corner reinforcement, 26-gauge galvanized steel, G90 coating, shaped to permit complete embedding in plaster, as manufactured by CEMCO. To be used at inside corners.
4. Base/ Foundation Screed: No. 7 Foundation Sill Screed, 26-gauge galvanized steel, G90 coating, as manufactured by CEMCO. Depth governed by plaster thickness, maximum possible lengths, solid flanges, vertical attachment flange shall be 3 ½" minimum, with beveled edge. See plans for profiles. Note: Order without key holes.
5. Drip Edge : No. 12 Soffit Drip Edge , 26-gauge galvanized steel, G90 coating, as manufactured CEMCO. Depth governed by plaster thickness, maximum possible lengths, solid flanges, vertical attachment flange shall be 3 ½" minimum, with beveled edge. Note: Order without key holes.
6. Wire Mesh Reinforcement at Vertical Conditions: Self-Furred Diamond Metal Lath, , V-grooved , galvanized steel, G90 coating, 3.4# per sq. yd., as manufactured by CEMCO. Wire lath shall be attached to wood framing members with 2" 10d, G90 galvanized metal fasteners spaced not more than 6" on centers along supports. Seal all lath fastener heads prior to scratch coat with Sealant No. 2 per Specification Section 07 90 00 or Prosoco R-Guard FastFlash. When metal lath is applied over sheathing, use fasteners that ensure penetration of the structural members of not less than ¾". Note: Do not use paper backed lath.
7. Wire Mesh Reinforcement at Horizontal Soffit Conditions: Self-Furred Diamond Metal Lath, , V-grooved , galvanized steel, G90 coating, 3.4# per sq. yd., as manufactured by CEMCO. Minimum 16" o.c. framing fastened per manufacturer's recommendations, including seismic 9 ga. 5/8" x 1 1/2" galvanized ring-shank hook staples over a 10d nail placed against face of lath not more than 3" from edge of each sheet. Space hook staples not more than 27" intervals on every joist.
8. Glass Fiber Mesh: Shall be BMI Mesh, alkali resistant glass fiber reinforcing mesh as manufactured by SIKA Corp. USA.To be used as reinforcement at corners around window and door openings, and penetrations. Acceptable alternate is Stripite - 26-gauge galvanized, G90 coating, or Diamond Metal Lath shaped to permit complete embedding in plaster, minimum 4-inch size, galvanized, G90 coating, as manufactured by CEMCO.
9. Control Joint Vertical / Horizontal: Double "V" Control Joint No.15, 26-gauge galvanized steel, G90 coating, 2-inch expanded metal flange at lower and CEMCO. upper leg, as manufactured by CEMCO.
10. Expansion Joint Horizontal: M-Slide Expansion Joint, two-piece, 26-gauge galvanized steel, G90 coating, as manufactured by CEMCO.
11. Decorative Foam Trim: Shall be coated foam shape as shown on drawings and as manufactured by Pacific Foam. Provide finish and cementitious base coats over 4 oz. fiberglass mesh reinforced foam shape. Provide 12" length sample trim and verify in field with Architect and the City prior to ordering. Adhesive and mesh fabric per manufacturer's recommendations.

2.3 ACCESSORIES

- A. Anchorage: Screws or other approved metal fastenings and supports, of type and size to suit application; to rigidly secure lath and other associated metal accessories in place. Do not fasten through horizontal or sloping surfaces without verifying with Architect. Locate and mark all studs and horizontal framing members on exterior sheathing and air and water barriers prior to installing lath. Three threads minimum penetration. When metal lath is applied over sheathing, use fasteners that will penetrate the structural members not less than $\frac{3}{4}$ ".
 - 1. Space the screws at 6 inches o.c. in the field and 4 inches o.c. at the edges.
 - 2. Where "spinners" occur, remove, mark and replace with new screws.
- B. Tie Wire: 18-gauge galvanized soft annealed steel, as manufactured by Clark Dietrich.
- C. Sealant at Lath Fasteners: Prosoco R-Guard FastFlash.
- D. Bond Breaker: Provide colored polyethylene pressure sensitive bond breaker tape at all non-perforated weep screeds or drip screeds as manufactured by Patco (product 503A). Wiping accessory with non-stick spray at surface in contact with Portland cement plaster is not an acceptable alternate.
- E. Separator Sheet: Additional layer of water-resistive barrier, as specified in Section 07 25 00, to provide separation between self-adhered sheet membrane flashing and cement plaster, prior to lathing, where indicated on drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 31 00 - Project Management and Coordination.
- B. Verify surfaces conditions are ready to receive work.

3.2 INSTALLATION

- A. Installation of Accessories:
 - 1. Install accessories in accordance with ASTM C1063.
 - 2. Place corner aid at external wall corners; fasten at outer edges of lath only.
 - 3. Place 4" wide strip lath diagonally at 45 degrees, at doors and window corners of lathed openings. Secure rigidly in place.
 - 4. Place casing beads at terminations of plaster finish. Butt and align ends. Secure rigidly in place.
- B. Lathing:
 - 1. Apply weather resistive barrier without holes, tears, or gaps, as shown on drawings.
 - 2. Apply metal lath taut, with long dimension perpendicular to supports, in accordance with ASTM C1063.

3. Lap ends minimum 1-inch. Secure end laps with tie wire where they occur between supports.
4. Lap sides of diamond metal lath minimum 1-1/2 inches.
5. Attach metal lath to supports using galvanized fasteners directly to studs. Fasteners that miss studs (spinners or shiners) shall be removed and holes shall be sealed watertight. Do not fasten lath to horizontal surface without verifying with Architect. Seal all fasteners (lath) prior to scratch coat.
6. Place corner aid at external wall corners; fasten at outer edges of lath only.
7. Continuously reinforce internal angles with corner mesh, except where metal lath returns 3 inches from corner to form angle reinforcement; fasten at perimeter edges only.
8. Place 4-inch wide strips of metal lath centered over junctions of dissimilar backing materials. Secure rigidly in place.
9. Place 4-inch wide strip lath diagonally at 45 degrees, at door corners of lathed openings. Secure rigidly in place.
10. Place lath vertically above each top corner and each side of door frames to 6 inches above ceiling line.
11. Place additional strip mesh diagonally at corners of lathed openings. Secure rigidly in place.

3.3 ERECTION TOLERANCES

- A. Section 01 40 00 - Quality Requirements.
- B. Maximum Variation from Indicated Lines and Levels: 1/8 inch in 10 feet.
- C. Maximum Variation from Indicated Position: 1/8 inch.

END OF SECTION 09 22 00

SECTION 09 24 00 - CEMENT PLASTERING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes 3-Coat Portland cement plaster system.

B. Related Sections:

1. Section 07 62 00 – Sheet Metal Flashing and Trim.
2. Section 07 90 00 – Joint Protection.
3. Section 09 22 00 – Cement Plaster Accessories.
4. Section 09 90 00 – Paints and Coatings.

1.2 REFERENCES

A. ASTM International:

1. ASTM C150 - Standard Specification for Portland Cement.
2. ASTM C206 - Standard Specification for Finishing Hydrated Lime.
3. ASTM C841 - Standard Specification for Installation of Interior Lathing and Furring.
4. ASTM C847 - Standard Specification for Metal Lath.
5. ASTM C926 - Standard Specification for Application of Portland Cement-Based Plaster.
6. ASTM C932 - Standard Specification for Surface-Applied Bonding Agents for Exterior Plastering.
7. ASTM C1002 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases.
8. ASTM C1063 - Standard Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster.
9. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

B. California Building Code:

1. Title 24, 2022 Chapter 25, Part 2, 2022 California Building Code, Chapter 25 Gypsum Board and Plaster.

C. Portland Cement Association:

1. PCA - Portland Cement Plaster (Stucco) Manual.

D. Underwriters Laboratories Inc.:

1. UL - Fire Resistance Directory.

E. Intertek Testing Services (Warnock Hersey Listed):

1. Intertek CCRR-0204 Metal Lath - Code Compliance Research Report.

1.3 PERFORMANCE REQUIREMENTS

- A. Conform to ASTM E119 and applicable code for Fire Rated assemblies.
- B. Fabricate vertical elements to limit finish surface to 1: 360 deflection under lateral point load of 100 lbs.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures.
- B. Product Data: Submit data on plaster materials, characteristics and limitations of products specified. Include design mix for each coat.
- C. Samples: Submit two samples, 24 x 24 inch in size illustrating finish color and texture. Provide color samples of sealants. Provide physical samples of each type of fastener and anchorage.

1.5 WARRANTY

- A. Obtain manufacturer's standard warranty. Include coverage of installed accessories against rust, corrosion or failure.
- B. Provide ten (10) year manufacturer's warranty under provisions of Section 01 77 00 - Closeout Procedures.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with ASTM C926 and PCA Portland Cement Plaster (Stucco) Manual.
- B. Regulatory Requirements: All plaster work shall be performed in accordance with requirements of Chapter 25, 2022 California Building Code, Section 2507 - Exterior Lathing and Plastering.
- C. Conform to California Building Code for Fire Rated assemblies.
 - 1. Coordinate components of Fire Rated assemblies with materials specified for support of plaster in other sections.
- D. Maintain one copy of each document on site.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.8 MOCKUP

- A. Section 01 40 00 - Quality Requirements.
- B. Construct mock-up, 2 feet long by 2 feet wide, including exterior wall system illustrating waterproofing, cement plaster accessories and surface finish.
- C. Construct mockup at location where directed by Architect/Engineer, accepted mockup may be incorporated as part of Work.

1.9 PRE-INSTALLATION MEETINGS

- A. Section 01 31 00 - Project Management and Coordination.
- B. Convene minimum one week prior to commencing work of this section.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 .00 - Product Requirements.
- B. Exterior Plaster Work: Do not apply cement plaster when ambient temperature is less than 50 degrees F or over 80 degrees F. Should it be necessary to apply cement plaster when ambient temperature is less than 40 degrees F, heat sand and mixing water to minimum of 70 degrees F and provide temporary protection and heat in plastered area for 24 hours.
- C. Maintain minimum ambient temperature of 50 degrees F during installation of plaster and until cured.

PART 2 - PRODUCTS

2.1 PORTLAND CEMENT PLASTER

- A. Manufacturers:
 - 1. BMI Products or approved equivalent.
 - 2. Substitutions: Section 01 25 00 - Substitution Procedures, products of manufacturers not listed may be proposed for substitution, provided they are equal in design, product performance and warranty to the products specified. The burden of proof of equality is on the proposing Contractor.

2.2 PORTLAND CEMENT PLASTER:

- A. Plaster Base Materials:
 - 1. Scratch and Brown Coats: Shall be BMI 690 Plaster, pre-blended mixture, as manufactured by SIKA Corp. USA.
 - 2. Water: Clean, fresh, potable and free of mineral or organic matter capable of affecting plaster.
- B. Plaster Finish Materials:

1. Textured Finishing Coat: Shall be BMI Plain Stucco, exterior stucco, as manufactured by SIKA Corp. USA. Installation to follow in strict accordance with manufacturer's written instructions.
 - a. Provide integral colorant as selected by Architect from full range of manufacturer's standards, when necessary to match existing.
 - b. Texture to match existing finish. Provide 12" x 12" sample boards illustrating finish texture and verify in field with Architect and the City.
2. Primer: See Section 09 90 00 - Painting and Coating.
3. Paint Coat: See Section 09 90 00 - Painting and Coating.
4. Bonding Agent: Shall be Weld-Crete as manufactured by Larsen Products Corp., applied at new to existing cement plaster edges or type recommended for bonding plaster to plaster per manufacturer's recommendations. Prepare surface, apply bonding agent per manufacturer's recommendations and written instructions, and float finished surface to approved texture.

2.3 METAL LATH AND ACCESSORIES

- A. Plaster Furring and Lathing: See Section 09 22 00 - Cement Plaster Accessories.
- B. Water Resistive Barriers: See Section 07 25 00 - Weather Barriers.
- C. Reinforcing Mesh: Shall be BMI Mesh, alkali resistant glass fiber reinforcing mesh as manufactured by SIKA Corp. USA. To be used at all areas of repair.

2.4 MIXES

- A. Mix: BMI 690 Plaster (scratch and brown) and BMI Stucco (finish coat) per manufacturer's instructions.
- B. Mix only as much plaster as can be used prior to initial set.
- C. Mix materials dry, to uniform color and consistency, before adding water. Use minimum amount of water that will produce a workable consistency.
- D. Protect mixtures from freezing, frost, contamination, and evaporation.
- E. Do not re-temper mixes after initial set has occurred.
- F. Field mix stucco finish shall be power mixed with clean water for at least 15 minutes to assure complete hydration. Under most conditions, a batch will not start to set up for 90 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 31 00 - Project Management and Coordination. Verify surfaces and site conditions under provisions of this section.

- B. Metal Lath and Accessories: Verify lath is flat and secured to substrate to allow 1/4 embedment into scratch coat. Ensure joint and surface perimeter accessories are in place.
- C. Verify all conditions to ensure that finished plaster surfaces will be true to line, plumb and level so as not to require additional thickness of plaster.
- D. Test pH level of substrate and report findings to Architect.

3.2 PREPARATION

- A. Dampen masonry surfaces to reduce excessive suction.
- B. Clean surfaces of foreign matter. Clean surfaces using acid solutions, solvents, or detergents as required for specific substrate. Wash surfaces with clean water.
- C. Apply Weld-Crete bonding agent to existing cement plaster edges to remain, per manufacturer's recommendations.
- D. Where cracks are to be repaired in existing stucco walls, wire brush and clean the area of the crack thoroughly with water and if there are stains, use TSP (tri-sodium phosphate) with the water and wire brush the stains. Rinse with clean water. Do not rout out or make the existing crack larger than it is.
- E. Provide sealable scaffold attachment system for exterior plaster as manufactured by Bumperite. Safely erect scaffolding in accordance with manufacturers' recommendations and written instruction and in compliance with building and safety codes. Install anchor plate where suitable framing and or backing occurs to ensure sufficient strength to carry intended scaffold load. Apply compatible sealant between anchor plate and air and water barriers to ensure seal at screws. Ensure complete screw embedment at pre-drilled holes in anchor plate. Apply bonding agent to existing cement plaster edges to remain, per manufacturer's recommendations.

3.3 EXISTING WORK

- A. Extend existing portland cement plaster installations using materials and methods as specified.
- B. Repair existing damaged portland cement plaster which remains or is to be remodeled.

3.4 INSTALLATION

- A. Apply sealant around sheathing perimeter where it interfaces with other materials and install flashing as indicated on the Drawings.
- B. Install air and water barriers, lath, flashings, and cement plaster accessories in accordance with Sections 07 25 00 and 07 27 26.

3.5 PLASTERING

- A. Note: At Contractor's option, BMI 690 Plaster may be installed in either traditional scratch and brown, or double-back method, or one pass of scratch and brown, per

ICC-ES Report ESR 2535. Double Back Method of application is acceptable with little or no time between coats per ASTM C926. In all methods, apply scratch and brown coats in same day, moving around building. Apply first (scratch) coat to nominal thickness of 3/8 inch, second (brown) coat to nominal thickness of 3/8 inch, and third (finish) coat to nominal thickness of 1/8 inch.

B. Traditional Three-Coat Application over Metal Lath:

1. Apply scratch coat to a nominal thickness of 3/8 inch. Apply with sufficient material and even pressure to form full keys through and to embed metal lath such that lath is not visible. Score in one direction when firm.
2. Moist cure scratch coat 48 hours minimum and 48 hours prior to applying brown coat by providing light fog of clean, potable water as needed to maintain wet sheen.
3. Apply brown coat to a nominal thickness of 3/8 inch. Apply, to evenly dampened scratch coat, flat to true and plumb surface free of imperfections that would be visible in finish coat.
 - a. Steel rod to true rough surface to accept finish coat.
 - b. Allow to set before beginning cure. Moist cure brown coat 48 hours minimum.
4. Apply finish coat to brown coat no sooner than 14 days after application of brown coat. Apply specified finish coat to a nominal 1/8-inch thickness, per manufacturer's guidelines and instructions, as soon as brown coat is sufficiently hydrated. Brown coat may require light misting to ensure even suction. Apply finish coat evenly and consistently over dampened brown coat and within 7 days after application of preceding coat to achieve uniformity in color and texture.
5. Moist cure BMI Plain Stucco finish coat for 48 hours minimum prior to painting and until finish maintains a pH level no greater than 10 for seven consecutive days prior to priming and painting. Ensure surface is without visible water to minimize suction from veneer plaster materials. Test to determine pH of new plaster repair. Report findings to Architect. Confirm pH no greater than 10 prior to painting. For high pH surfaces, apply paint that conforms to high pH level.
6. Avoid excessive working of surface. Delay troweling as long as possible to avoid drawing excess fines to surface.
7. Complete all work in the same plane and panel each day, do not stop short, such as at expansion joints, etc.

C. Double-back Application over Metal Lath:

1. Apply first coat to a nominal thickness of 3/8 inch. Apply plaster scratch coat to embed lath completely so that no lath is visible.
2. Apply second coat to a nominal thickness of 3/8 inch. Apply plaster brown coat evenly, after application of scratch coat to evenly dampened scratch coat.
3. Double Back Method of application is acceptable with little or no time between coats.
4. Apply finish coat to a nominal thickness of 1/8 inch. Apply evenly over dampened brown coat, minimum 7 days after application of preceding coat. Moist cure finish coat for at least 48 hours.
5. Perform water testing at windows after 48 hours of scratch coat installation.

3.6 ERECTION TOLERANCES

- A. Section 01 40 00 - Quality Requirements.
- B. Maximum Variation from Flat Surface: 1/8 inch in 10 feet.

3.7 ADJUSTING

- A. Section 01 73 00 - Execution and Section 01 77 00 Closeout Procedures.
- B. Remove damaged or defective plaster by cutting and replace with specified materials to match adjacent plaster. Approval of Architect is required for acceptance of patching. Replace rejected work at no additional cost to the the City.

3.8 REPAIRING EXISTING STUCCO CRACKS

- A. Mix Portland cement or stucco in a small container by adding cement or stucco to the solution of acrylic modifier (BASF Master Emaco 660) and water (ratio 1:1). Mix the cement and solution to a paste consistency. Use a putty knife to apply the cement or stucco material to the crack. Use a sponge or piece of carpeting to work the material so that it matches the adjacent surfaces in texture and finish. Keep the new material to a minimum to avoid humps and bumps that can be visible through the paint.
- B. Where cracks are larger than 3/32-inch wide, first apply the Portland cement or stucco material to the crack area and then apply glass fiber mesh tape. Over the mesh, apply the repair material and using a sponge or piece of carpeting, work the material so that it matches the adjacent surfaces in texture and finish as close as possible. If a large crack occurs in the sand float finish, rout out of the surface as required to form a "valley" for the glass fiber mesh tape and repair material – do not make the crack larger. Maintain the plane of the repaired crack surface level with the adjacent stucco surface.

3.9 FINISHING

- A. Prime and paint per Section 09 90 00 - Painting and Coating .
- B. Tool at bottom of metal weep screed and clean paint from joint to allow water to weep.

END OF SECTION 09 24 00

SECTION 09 29 00 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes gypsum board, joint treatment, and textured finish.
- B. Related Sections:
 - 1. Section 06 10 00 - Rough Carpentry .
 - 2. Section 09 90 00 - Painting and Coatings.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM C36 - Standard Specification for Gypsum Wallboard.
 - 2. ASTM C475 - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.
 - 3. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board.
 - 4. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing.
 - 5. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board.
 - 6. ASTM C1002 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases.
 - 7. ASTM C1178 - Standard Specification for Coated Glass Mat Water-Resistant Gypsum Backing Panel. (Bath and Shower for tile)
 - 8. ASTM C1396 - Standard Specification for Gypsum Board.
 - 9. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 10. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
 - 11. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
- B. Bay Area Air Quality Management District:
 - 1. BAAQMD Regulation 8 Rule 51 - Adhesive and Sealant Products.
- C. Gypsum Association:
 - 1. GA 214 - Recommended Levels of Gypsum Board Finish.
 - 2. GA 216 - Application and Finishing of Gypsum Board.
 - 3. GA 600 - Fire Resistance Design Manual Sound Control.
- D. Intertek Testing Services (Warnock Hersey Listed):

1. WH - Certification Listings.

E. National Fire Protection Association:

1. NFPA 286 - Standard Methods of Fire Tests for Evaluating Room Fire Growth Contribution of Wall and Ceiling Interior Finish.

F. Underwriters Laboratories Inc.:

1. UL - Fire Resistance Directory.

1.3 PERFORMANCE REQUIREMENTS

A. Conform to applicable code for fire rated assemblies as follows:

1. Fire Rated Partitions: Listed assembly by UL or GA File No.

B. Select stud thickness to resist minimum 5 psf uniform load and maximum 1/360 deflection.

C. Acoustic Attenuation for Identified Interior Partitions: As noted on drawings, STC to be in accordance with ASTM E90.

1.4 SUBMITTALS

A. Product Data: Submit data on gypsum board, joint tape; chemical characteristics, performance criteria, and limitations.

B. Samples: Submit two samples 12 x 12 inch in size exemplifying gypsum board material, texture, and finish.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ASTM C840 and GA-216.

B. Single Source Responsibility: Obtain each type of gypsum board and other panel products from a single manufacturer.

C. Obtain finishing materials from either the same manufacturer that supplies gypsum board and other panel products or from a manufacturer acceptable to gypsum board or other panel products manufacturer.

D. Fire Rating as indicated on Drawings.

E. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier intact and legible. Deliver fire-rated materials bearing the testing agency's label and classification identification.
- B. Store materials inside, in dry area and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic and other causes. Stack gypsum panels off the floor, flat to prevent sagging. Stack gypsum board so that long lengths are not over short lengths.
- C. Handle gypsum board to prevent damage to edges, ends and surfaces. Do no bend or otherwise damage metal corner beads and trim.
- D. Discard and remove damaged and/or deteriorated materials from Project site.

1.8 MOCKUP

- A. Section 01 4 0 .00 - Quality Requirements: Requirements for mockup.
- B. Locate where directed by Architect/Engineer.

1.9 PRE-INSTALLATION MEETINGS

- A. Section 01 3 0 .00 - Administrative Requirements: Pre-installation meeting.
- B. Convene minimum one week prior to commencing work of this section.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD ASSEMBLIES

- A. Manufacturers:
 1. Georgia Pacific
 2. Substitutions: Section 01 6 0 .00 - Product Requirements

2.2 COMPONENTS

- A. Gypsum Board Materials: ASTM C1396/C1396M; Type X fire resistant where indicated on Drawings or as needed to replace in like-kind:
 1. Standard Gypsum Board: Shall be Tough Rock, match existing thickness, maximum available length in place, as manufactured by Georgia Pacific; ends square cut, tapered edges. Provide as required to match existing where occurs due to repair of damaged building components.
 2. Exterior Wall Sheathing Gypsum Board: Shall be DensGlass FireGuard, 5/8", Type "X", Fire-Rated Fiberglass-Mat Faced Gypsum Sheathing, maximum available length in place, as manufactured by Georgia Pacific; ends square cut,

tapered edges. Provide as required to match existing where occurs due to repair of damaged building components.

3. Fire-Rated, Mold-Resistant Gypsum Board: Shall be Tough Rock Fireguard X Mold-Guard, 5/8", Type "X" fiberglass mold-resistant gypsum board as manufactured by Georgia Pacific; ends square cut, tapered edges. Provide as required to match existing where occurs due to repair of damaged building components.

2.3 ACCESSORIES

- A. Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board, see Section 07 90 00
 1. Sealants and Sealant Primers: Maximum volatile organic compound content in accordance with BAAQMD Regulation 8 Rule 51 - Adhesive and Sealant Products.
- B. Gypsum Board Accessories: ASTM C1047; metal; corner beads, edge trim, and expansion joints.
 1. Metal Accessories: Galvanized steel].
 2. Plastic Accessories: PVC plastic .
 3. Edge Trim: Type LC, L, and U bead as required.
- C. Joint Materials: ASTM C475; GA-216; reinforcing tape, joint compound, adhesive, and water.
- D. Install resilient channels at spacing to match existing. Locate joints over framing members.
- E. Gypsum Board Screws: ASTM C1002; length to suit application; corrosion resistant as recommended by gypsum board manufacturer.
 1. Screws for Wood Framing: Type W.
 2. Screws for Steel Framing: Type S.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 30 .00 - Administrative Requirements: Coordination and project conditions.
- B. Verify site conditions are ready to receive work and opening dimensions are as indicated on shop drawings and as instructed by manufacturer.
- C. Verify that existing structure to true prior to start of Work. Notify Architect.
- D. Examine substrate or structural framing to which gypsum board assemblies will attach or abut, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of assemblies specified in this

section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 EXISTING WORK

- A. Extend existing gypsum board installations using materials and methods as specified.
- B. Repair and remodel existing gypsum board assemblies which remain or are to be altered.

3.3 INSTALLATION

A. Gypsum Board Installation:

1. Install gypsum board in accordance with ASTM C840, GA-216 (Application and Finishing of Gypsum Panel Products) , and GA-600 (Fire Resistive Design).
2. Erect single layer standard gypsum in direction to match existing with ends and edges occurring over firm bearing.
3. As applicable, erect single layer fire rated gypsum board, with edges and ends occurring over firm bearing.
4. Use screws when fastening gypsum board to framing. Verify with Architect screw sizes and spacing.
5. Treat cut edges and holes in moisture resistant gypsum board with sealant.
6. Place corner beads at external corners. Use longest practical length. Place edge trim where gypsum board abuts dissimilar materials.

B. Joint Treatment:

1. Finish in accordance with GA-214 Level to match existing finish.
2. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
3. Spot fill screw heads.
4. Feather coats on to adjoining surfaces so that camber is maximum 1/32 inch.
5. Use water-resistant joint compound and tape at moisture resistant gypsum board.

C. Texture Finish: Apply finish texture coating to match existing surface (adjacent or finish at ceiling).

D. Texture patching is not allowed unless the patch is not visible (in the opinion of the Architect).

E. If patching is visible, texture the entire surface for a uniform finish.

3.4 ERECTION TOLERANCES

A. Section 01 40 .00 - Quality Requirements: Tolerances.

B. Maximum Variation of Finished Gypsum Board Surface from Flat Surface: 1/8 inch in 10 feet.

3.5 CLEANING

- A. Promptly remove any residual joint compound from adjacent surfaces.
- B. Provide final protection and maintain conditions, in a manner suitable to Installer that ensures gypsum board assemblies remain without damage or deterioration at time of Substantial Completion.

3.6 SCHEDULES

- A. Finish in accordance with GA-214. Level: match existing. Contractor shall endeavor to match existing finishes as closely as possible.
 - 1. Level 1: Above finished ceilings concealed from view.
 - 2. Level 3: Walls exposed to view.
 - 3. Level 4: Ceilings exposed to view.
- B. Gypsum Board Finish Levels:
 - 1. For occupied spaces and surfaces exposed to public view:
 - a. Provide a lightly textured finish over a Gypsum Association (GA) Level 4 finish
 - b. Smooth finish over a GA Level 5 finish may be used in specific areas if approved by the University's Representative.
 - 2. For unoccupied areas, such as storage and mechanical rooms, provide a medium texture finish over a GA Level 3 finish.
 - 3. For concealed spaces such as shafts or spaces above the ceiling areas, and areas where gypsum board is used as a substrate for tile, provide a GA Level 2 finish.

END OF SECTION 09 29 00

SECTION 09 90 00 - PAINTING AND COATING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and field application of paints and other coatings.

1.2 REFERENCES

- A. ASTM International:

1. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
2. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials.
3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

- B. Bay Area Air Quality Management

1. BAAQMD Regulation 8 Rule 3 - Architectural Coatings.

- C. Painting and Decorating Contractors of America:

1. PDCA - Architectural Painting Specification Manual.

- D. SSPC: The Society for Protective Coatings:

1. SSPC - Steel Structures Painting Manual.

1.3 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.4 SUBMITTALS

- A. Section 01 33 .00 - Submittal Procedures: Submittal procedures.

- B. Product Data: Submit data on finishing products.

- C. Samples: Submit two brush-out samples, 8 x 10 inch in size, illustrating each of the existing colors for each surface-finishing product scheduled and provide to the Architect and the City for approval. Include form attached to reverse of samples indicating space for approval signatures. Paint is not to be applied without signed approval by both Architect and the City.

- D. Manufacturer's Installation Instructions: Submit special surface preparation procedures, substrate conditions requiring special attention.

- E. Submit manufacturer's certifications that products comply with local regulations controlling use of volatile organic compounds (VOCs)
- F. Products shall comply with the Bay Area Air Quality Management requirements and other environmental regulations as applicable.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 71 00 - Execution and Section 01 77 00 - Closeout Procedures : Closeout procedures.
- B. Operation and Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing work of this section with minimum 3 years documented experience.

1.7 MOCKUP

- A. Section 01 40 .00 - Quality Requirements: Mock-up requirements.
- B. Provide field sample panel, as directed, illustrating color, texture and finish.

1.8 PRE-INSTALLATION MEETINGS

- A. Section 01 31 00 - Project Management and Coordination: Pre-installation meeting.
- B. Convene minimum one week prior to commencing work of this section.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 .00 - Product Requirements: Product storage and handling requirements.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Paint Materials: Store at minimum ambient temperature of 45 degrees F and maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 .00 - Product Requirements.

- B. Do not apply materials when surface and ambient temperatures are outside temperature ranges required by paint product manufacturer.
- C. Do not apply exterior coatings during rain or snow when relative humidity is outside humidity ranges, or moisture content of surfaces exceed those required by paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- F. Provide lighting level of 80 ft candle measured mid-height at substrate surface.

1.11 SEQUENCING

- A. Section 01 10 00 - Summary: Work sequence.
- B. Sequence application to the following:
 - 1. Do not apply finish coats until paintable sealant is applied.
 - 2. Back prime wood trim before installation of trim.

1.12 WARRANTY

- A. Section 01 73 00 - Execution and Section 01 77 00 - Closeout Procedures : Product warranties and product bonds.
- B. Furnish 10 year manufacturer warranty for paints and coatings. Application of paints and coatings to follow in strict accordance with manufacturer's written instructions for a valid warranty.
- C. Warranty: Include coverage for failure of paint, paint film, adhesion, blistering, cracking, peeling, chalking, rust (from nails), bleeding, etc.
- D. For warranty repair work, include coverage for cleaning, priming and repainting.

1.13 EXTRA MATERIALS

- A. Section 01 73 00 - Execution and Section 01 77 00 - Closeout Procedures : Spare parts and maintenance products.
- B. Supply 5 gallons of each color, type and surface texture; store where directed.
- C. Label each container with color, type, texture and locations in addition to manufacturer's label.

PART 2 - PRODUCTS

2.1 PAINTS AND COATINGS

A. Manufacturers: Paint. All sheen to match existing.

1. Sherwin Williams Paints
2. Sto Products.

2.2 COMPONENTS

A. Coatings: Ready mixed, except field catalyzed coatings. Prepare coatings:

1. To soft paste consistency, capable of being readily and uniformly dispersed to homogeneous coating.
2. For good flow and brushing properties.
3. Capable of drying or curing free of streaks or sags.
4. Interior Flat and Non-Flat Paints: Maximum volatile organic compound content in accordance with GS-11.
5. Interior Clear Wood Finishes: Maximum volatile organic compound content in accordance with BAAQMD Rules.

B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve finishes specified; commercial quality.

1. Interior Clear Wood Finishes: Maximum volatile organic compound content in accordance with BAAQMD Rules.

C. Patching Materials: Latex filler.

D. Fastener Head Cover Materials: Latex filler.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 31 00 - Project Management and Coordination: Coordination and project conditions.

B. Verify surfaces are ready to receive Work as instructed by product manufacturer.

C. Examine surfaces scheduled to be finished prior to commencement of work. Report conditions capable of affecting proper application.

D. Test shop applied primer for compatibility with subsequent cover materials.

E. Measure moisture content of surfaces using electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:

1. Plaster and Gypsum Wallboard: 12 percent.
2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
3. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.2 PREPARATION

- A. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Surfaces: Correct defects and clean surfaces capable of affecting work of this section. Remove or repair existing coatings exhibiting surface defects.
- C. Marks: Seal with shellac those which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair. Use stain blocker primer as needed.
- F. Stainless Steel Surfaces: Remove surface contamination and oils. Abrade or solvent clean per SSPC-SP1, then prime as required.
- G. Plaster Surfaces: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- H. Interior Wood Items Scheduled to Receive Paint Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
- I. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime metal items including shop primed items.
- J. Exterior Wood Scheduled to Receive Paint Finish: Remove dust, grit, and foreign matter and other surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior paintable caulking compound after prime coat has been applied.
- K. Previously Painted Surfaces: Wash to remove contaminants. Rinse thoroughly with water and allow to dry. Dull glossy areas by light sanding. Remove failed sealant. Remove sanding dust. Remove loose paint. Prime bare areas with primer.
- L. Prepare all surfaces and substrates scheduled for painting per manufacturer's recommendations and written instructions. Match sealant colors as close as possible to final colors.

3.3 EXISTING WORK

- A. Extend existing paint and coatings installations using materials and methods compatible with existing installations and as specified.

3.4 APPLICATION

- A. Provide one coat of primer and two coats of paint on all new surfaces to be painted.
- B. Apply products in accordance with manufacturer's recommendations and written instructions.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform finish and thickness as specified by the manufacturer. Apply each coat of paint slightly darker than preceding coat unless specified otherwise.
- E. Paint to natural break lines, corners, etc. Do not spot paint or touch up.
- F. Sand wood and metal surfaces lightly between coats to achieve required finish.
- G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- H. Where clear finishes are required, tint fillers to match wood. Work fillers into grain before set. Wipe excess from surface.
- I. Prime concealed surfaces of interior and exterior woodwork with primer paint.
- J. Prime concealed surfaces of interior wood surfaces scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with thinner.

3.5 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements, 01 71 00 - Execution and 01 77 00 Closeout Procedures: Field inspecting, testing, adjusting, and balancing.
- B. Inspect and test questionable coated areas in accordance with scope of work.

3.6 CLEANING

- A. Section 01 71 00 - Execution and Section 01 77 00 - Closeout Procedures : Final cleaning.
- B. Collect waste material which may constitute fire hazard, place in closed metal containers, and remove daily from site.

3.7 SCHEDULE - EXTERIOR SURFACES

- A. Paint to match existing color and gloss unless instructed otherwise by the Architect. Include all detailed refinements and further instructions as may be given for the required complete finishing of all the structures.
- B. Wood Siding and Trim - Painted (Opaque):

1. Primer: Sherwin Williams, Exterior Latex Waterbased Wood Primer, or as recommended by the manufacturer for each substrate.
2. Paint: Sherwin Williams, SuperPaint Exterior Acrylic Latex Paint, Satin or Gloss Finish, or as recommended by the manufacturer for each substrate.

C. Stainless Steel Flashings and Ferrous Shapes:

1. Primer: Sherwin Williams, Pro Industrial Pro Cryl B66-1300 Series Primer, or as recommended by the manufacturer for each substrate.
2. Paint: Sherwin Williams, SherCryl HPA (High Performance Acrylic), Color to match existing or as selected by Architect.

D. Cement Plaster:

1. One coat of: StoColor Primer as manufactured by StoCorporation.
2. One coat of paint: StoLit Lotusan 1.0 as manufactured by Sto Corporation. Float with stainless steel trowel to achieve finish to match existing. Integral coloras selected by Architect.

3.8 SCHEDULE - INTERIOR SURFACES

- A. Paint to match existing color and gloss unless instructed otherwise by the Architect. Include all detailed refinements and further instructions as may be given for the required complete finishing of all the structures.

B. Gypsum Board Walls:

1. Primer: Sherwin Williams, ProMar 200 Zero VOC Interior Latex Primer, or as recommended by the manufacturer for each substrate.
2. Paint: Sherwin Williams, SuperPaint Air Purifying Technology Interior Acrylic , or as recommended by the manufacturer for each substrate. Match existing finish.

END OF SECTION 09 90 00

SECTION 09 99 90 - MATERIALS LIST AND NOTES

PART 1 - GENERAL

1.1 MATERIALS LIST

A. Materials:

1. Carpeting: Remove and replace carpet tiles adjacent to work area to match existing upon request by the City. Cost of this work shall be in addition to base bid as agreed to by the City and Contractor.

END OF SECTION 09 99 90

SECTION VI

PLAN SET –

STOREFRONT WINDOW REPLACEMENT

PETALUMA COMMUNITY CENTER STOREFRONT REPLACEMENT

320 NORTH MCDOWELL BOULEVARD
PETALUMA, CA 94954



590 YGNACIO VALLEY RD.
SUITE 200
WALNUT CREEK
CA 94596
(925) 954-4978
RAVELAR.COM

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. ©2023

PETALUMA COMMUNITY CENTER
STOREFRONT REPLACEMENT
320 NORTH MCDOWELL BOULEVARD
PETALUMA, CA 94954

DRAWING:
COVER SHEET & EXISTING SCHEMATIC SITE PLAN

SCALE: AS SHOWN
DATE: 04/25/2023

DRAWN BY: KP
CHECKED BY: DP
PROJECT#: 2017.270.01
SHEET:

A0.1

ABBREVIATIONS

<	Angle	DIM.	Dimension	I.D.	Inside Diameter (Dim.)	R.	Riser or Radius
@	At	DN.	Down	INSUL.	Insulation	RAD.	Radius
Ø	Diameter or round	D.O.	Door Opening	INT.	Interior	R.D.	Roof Drain
'	Feet	DR.	Door	INV.	Invert	REF.	Refrigerator
"	Inches	DWR.	Drawer	JST.	Joist	RGTR.	Register
¢	Penny	D.S.	Downspout	JT.	Joint	REINF.	Reinforced
#	Pound or number					REQ'D.	Required
A.B.	Anchor Bolt	-E-	Electric Service	KIT.	Kitchen	REV.	Revision, Revised
A/C	Air Conditioning	E.	East	LAM	Laminated	R.O.	Rough Opening
A.C.	Asphalt Concrete	(E)	Existing	LAV.	Lavatory	R.W.L.	Rain Water Leader
ACOUS.	Acoustic	EA.	Each	LSL	Laminated Strand Lumber	S.	South
A.D.	Area Drain	E.J.	Expansion Joint	LT.	Light	S.C.	Solid Core
ADJ.	Adjacent	ELEV.	Elevation	LVL	Laminated Veneer Lumber	SCHED.	Schedule
AGG.	Aggregate	ELEC.	Electrical			SECT.	Section
ALT.	Alternate	EMER.	Emergency	MAT'L.	Material	S.F.	Square Foot (Feet)
APPROX.	Approximate	E.P.	Electrical Panel	MAX.	Maximum	SHWR.	Shower
ARCH.	Architectural	EQ.	Equal	MECH.	Mechanical	SHT.	Sheet
ASPH.	Asphalt	EQUIP.	Equipment	MEMB.	Membrane	SIM.	Similar
		ESMT.	Easement	MTL.	Metal	S & P	Shelf and Pole
		EXPO.	Exposed	MFR.	Manufacturer	SPEC.	Specification
		EXPAN.	Expansion	MH.	Manhole	--S-	Sanitary Sewer
		EXT.	Exterior	MIN.	Minimum, minute	S.S.	Stainless Steel
BD.	Board			MIR.	Mirror	STL.	Steel
BITUM.	Bituminous			MISC.	Miscellaneous	STOR.	Storage
BLDG.	Building	F.A.	Fire Alarm	M.O.	Masonry Opening	STRUCT.	Structural
BLK.	Block	F.D.	Floor Drain	MTD.	Mounted	SYM.	Symmetrical
BLKG.	Blocking	FDN.	Foundation	MUL.	Mullion		
BM.	Beam	FIN.	Finish(ed)			-T-	Telephone Service
BOT.	Bottom	F.L.	Flow Line	N.	North	T	Tread
BR'G	Bearing	FLR.	Floor	NO. or #	Number	(T)	Tempered Glazing
B.O.	Bottom of	FLASH'G	Flashing	NOM.	Nominal	T.O.C.	Top of Curb
B.O.B.	Bottom of Beam	FLUOR.	Fluorescent	N.T.S.	Not to Scale	TEL.	Telephone
B.O.C.	Bottom of Curb	F.O.	Face of	(N)	New	TEMP.	Tempered
B.O.F.	Bottom of Footing	F.O.C.	Face of Concrete	O.A.	Overall	TER.	Terrazzo
B.O.S.	Bottom of Sheathing	F.O.F.	Face of Finish	OBS.	Obscure	THK.	Thick
B.O.W.	Bottom of Wall	F.O.S.	Face of Studs	O.C.	On Center	T.O.	Top of
BR.	Break	FRM'G	Framing	O.D.	Outside Diameter (Dim.)	T.O.B.	Top of Beam
B.S.	Both Sides	F.S.	Full Size	O.F.	Office	T.O.C.	Top of Curb
BTWN.	Between	FTG.	Footing	OPNG.	Opening	T.O.F.	Top of Footing
B.U.R.	Built-Up Roofing	FURR.	Furring	OPP.	Opposite	T.O.S.	Top of Sheathing
		FUT.	Future	OPP. HD.	Opposite Hand	T.O.P.	Top of Pavement
CAB.	Cabinet			OSB	Oriented Strand Board	T.O.W.	Top of Wall
C.B.	Catch Basin	-G-	Gas Service			TYP.	Typical
CEM.	Cement	GA.	Gauge				
CER.	Ceramic	GALV.	Galvanized			UNF.	Unfinished
C.I.	Cast Iron	G.I.	Galvanized Iron			U.O.N.	Unless Otherwise Noted
C.G.	Corner Guard	GLB	Glulam Beam			VEST.	Vestibule
☉	Centerline	GLS.	Glass	PL.	Plate	V.I.F.	Verify In Field
CLG.	Ceiling	GND.	Ground	P. LAM.	Plastic Laminate		
CLKG.	Caulking	GR.	Grade	PLAS.	Plaster		
CLO.	Closet	GSM	Galvanized Sheet Metal	PLYWD.	Plywood		
CLR.	Clear	GYP.	Gypsum	P.M.	Prefinished Metal		
C.M.U.	Concrete Masonry Unit	GWB	Gypsum Wall Board	PR.	Pair		
C.O.	Clean Out			PRCST.	Pre-cast	-W-	Water Service
COL.	Column	H.B.	Hose Bibb	PSF	Pounds per Square Foot	W.	West
CONC.	Concrete	H.C.	Hollow Core	PSI	Pounds per Square Inch	WD.	Wood
CONN.	Connection	HD	Hold Down	PSL	Parallel Strand Lumber	WDW.	Window
CONST.	Construction	HDWD.	Hardwood	PT.	Point	W.H.	Water Heater
CONT.	Continuous	HDWE.	Hardware	PTD.	Painted	W.P.	Waterproof
CORR.	Corridor	HT.	Height	P.T.	Pressure Treated	W.P.M.	Waterproof Membrane
CTSK.	Countersink	H.M.	Hollow Metal	Q.T.	Quarry Tile	WT.	Weight
CNTR.	Counter	HOA	Homeowner's Association			W.W.F.	Welded Wire Fabric
		HORIZ.	Horizontal				
		HR.	Hour				
DBL.	Double						
D.F.	Douglas Fir						
DET.	Detail						
DIA.	Diameter						

GENERAL NOTES

REPAIRS TO PORTIONS OF THE EXISTING BUILDINGS ARE VOLUNTARY AND ARE BEING PROVIDED IN ORDER TO ADDRESS WATER INTRUSION ISSUES AND ASSOCIATED DAMAGE. ALL NEW CONSTRUCTION SHALL CONFORM TO THE 2022 CALIFORNIA BUILDING CODE, LOCAL BUILDING CODES AND ORDINANCES, UNLESS OTHERWISE DETERMINED BY THE GOVERNING JURISDICTION.

IT IS THE INTENT OF THESE DRAWINGS TO REPRESENT GENERAL CONDITIONS THAT CAN BE FOUND THROUGHOUT THE PROJECT SITE THAT WILL ADDRESS ALL SCOPE OF WORK ITEMS. CONTRACTOR SHALL BE AWARE THAT VARIATIONS WILL OCCUR IN THE ACTUAL CONDITIONS OF EACH EXISTING BUILDING. THE CONTRACTOR SHALL BECOME FAMILIAR WITH ALL PORTIONS OF THE CONTRACT DOCUMENTS, THE EXISTING PROJECT CONDITIONS AND SHALL BE RESPONSIBLE FOR PERFORMING ALL WORK LISTED IN THE SCOPE OF WORK.

THE CONTRACTOR SHALL APPLY FOR, PAY FOR, AND OBTAIN PERMITS, LICENSES, FEES AND DEPOSITS NECESSARY FOR THE COMPLETION OF WORK UNLESS OTHERWISE ARRANGED WITH THE CITY OF PETALUMA. ALL WORK PERFORMED SHALL CONFORM TO THE BUILDING AND SAFETY CODES, ORDINANCES, RULES, AND REGULATIONS OF ALL LEGAL BODIES HAVING JURISDICTION.

AT ALL TIMES, CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF PERSONS AND PROPERTY AND FOR ALL NECESSARY INDEPENDENT ENGINEERING REVIEWS OF THESE CONDITIONS. THE ARCHITECT'S OR ENGINEER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.

TAKE CAUTION WHEN AROUND EXISTING UTILITIES. DETERMINE OR VERIFY THE LOCATION OF UNDERGROUND UTILITIES. MAKE ALL NECESSARY ARRANGEMENTS FOR UTILITY DISCONNECTIONS AS REQUIRED BY APPLICABLE PUBLIC OR PRIVATE UTILITY COMPANIES.

CONTRACTOR SHALL VERIFY ALL FIELD AND PROPOSED DIMENSIONS BEFORE COMMENCING WORK. NOTIFY ARCHITECT IMMEDIATELY OF ANY SIGNIFICANT DISCREPANCIES, AND UNTIL THEY ARE RESOLVED, DO NOT PROCEED WITH AFFECTED WORK.

DO NOT SCALE DRAWINGS. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING CONDITIONS. DETAILS NOT SHOWN OR DETAILED ON DRAWINGS, OR CALLED FOR IN THESE NOTES, SHALL BE CONSTRUCTED TO THE SAME SIZE AND CHARACTER AS FOR SIMILAR CONDITIONS WHICH ARE SHOWN, DETAILED, OR SPECIFIED. NOTIFY ARCHITECT IF ADDITIONAL CLARIFICATION IS REQUIRED.

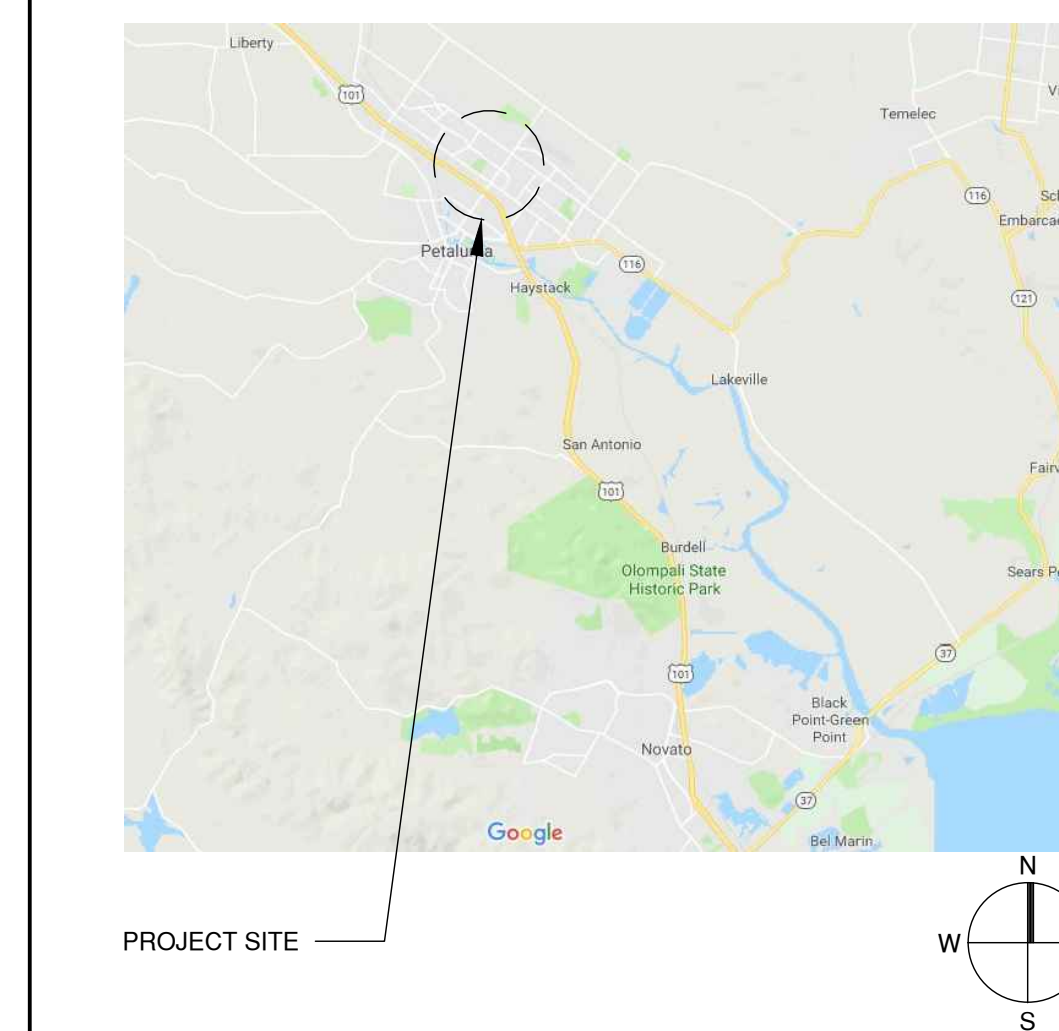
DETAILS ON DRAWINGS ARE GRAPHICALLY SHOWN WITH EXAGGERATED SPACING BETWEEN COMPONENTS TO EMPHASIZE THE PROPER PLACEMENT AND LAYER SEQUENCE OF EACH COMPONENT. SIZE AND THICKNESS OF EXTERIOR CLADDING ARE TO BE INSTALLED AS SPECIFIED AND PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

ALL MATERIALS SPECIFIED OR SHOWN IN THE CONSTRUCTION DOCUMENTS SHALL BE INSTALLED OR APPLIED IN COMPLETE CONFORMANCE WITH THE MANUFACTURER'S COMPLETE WRITTEN INSTRUCTIONS.

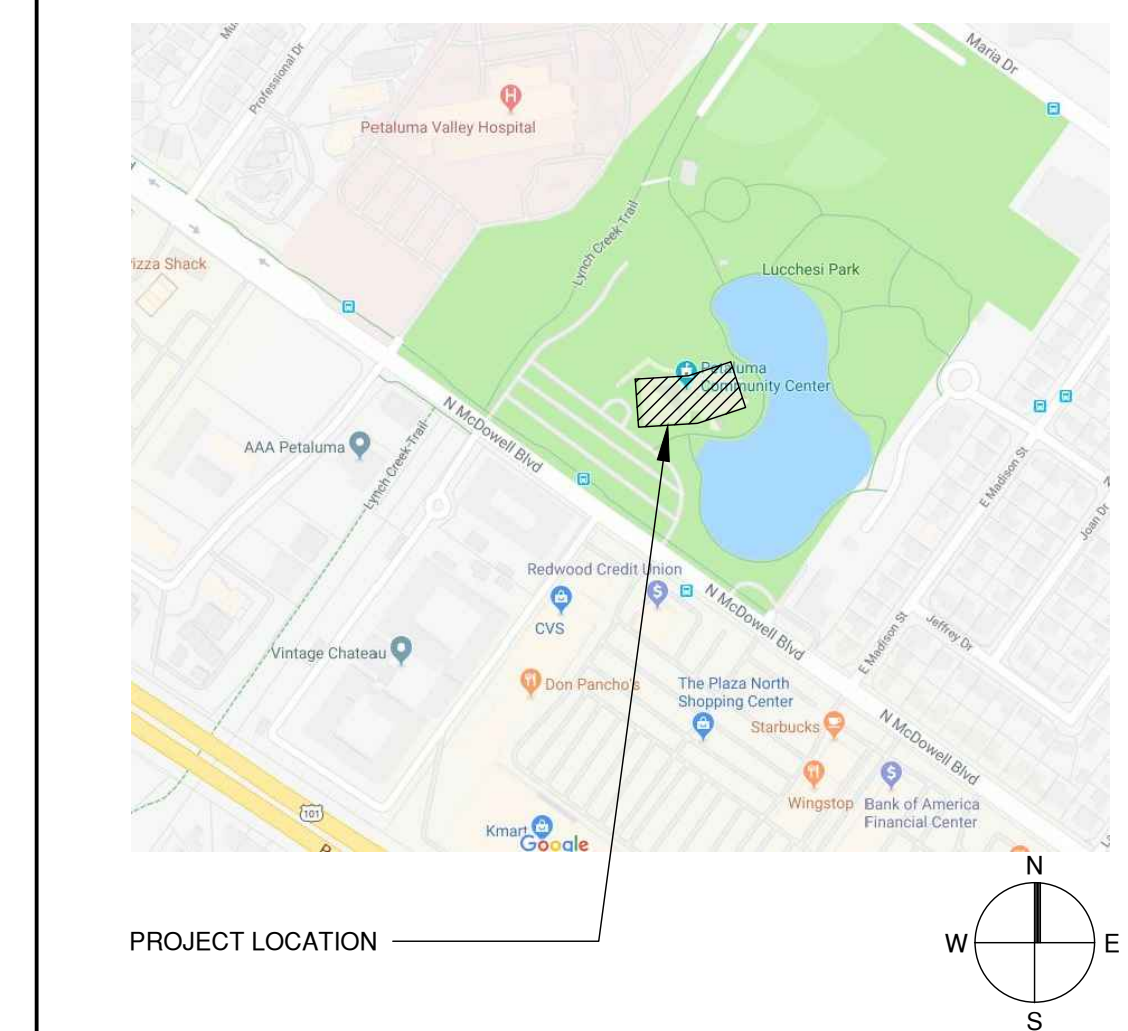
UPON WRITTEN NOTIFICATION BY THE CONTRACTOR THAT THE WORK, OR PORTION OF THE WORK, HAS BEEN SUBSTANTIALLY COMPLETED, THE ARCHITECT SHALL REVIEW COMPLETED WORK AND PREPARE A FINAL PUNCH LIST AS NECESSARY.

UPON COMPLETION OF ALL IDENTIFIED FINAL PUNCH LIST ITEMS, CONTRACTOR SHALL NOTIFY ARCHITECT IN WRITING PRIOR TO FINAL REVIEW BY THE ARCHITECT. ANY FINAL PUNCH LIST ITEMS FOUND TO BE INCOMPLETE DURING THE FINAL REVIEW, AND REQUIRING THE ARCHITECT TO CONDUCT ADDITIONAL REVIEWS, SHALL BE BILLED AS AN ADDITIONAL EXPENSE BY THE ARCHITECT TO THE CONTRACTOR ON A TIME AND EXPENSE BASIS. OWNER SHALL PAY THE ARCHITECT AND DEDUCT THIS ADDITIONAL EXPENSE FROM THE CONTRACT AMOUNT DUE THE CONTRACTOR.

VICINITY MAP



LOCATION MAP



DRAWING INDEX

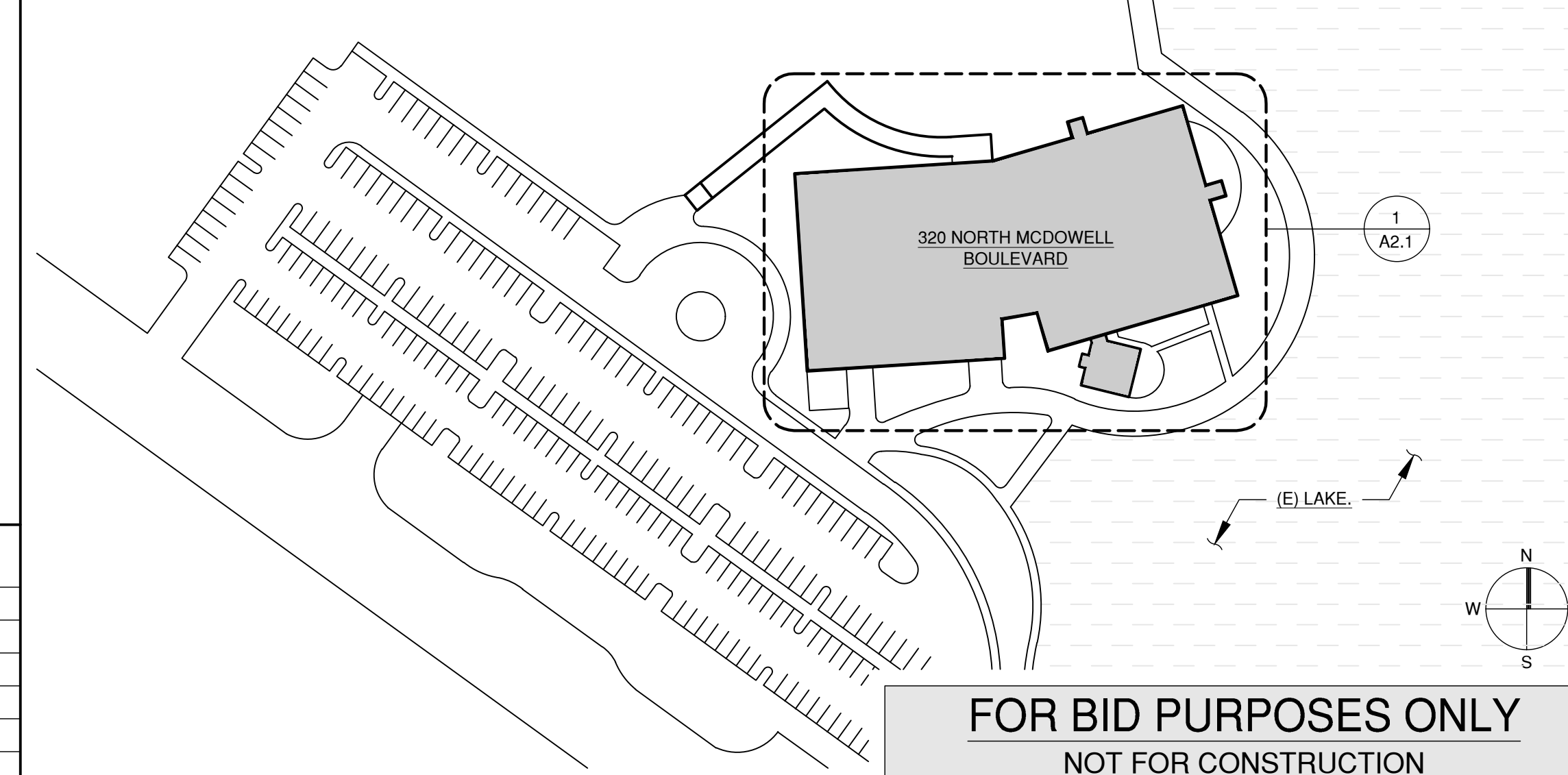
A0.1	COVER SHEET & EXISTING SCHEMATIC SITE PLAN
A0.2	SCOPE OF WORK
A0.3	ENERGY COMPLIANCE
A2.1	EXISTING SCHEMATIC FLOOR PLAN
A3.1	EXISTING SOUTH ENTRY PARTIAL ELEVATION, EXISTING SOUTH ELEVATION AT CLUB ROOM, EXISTING NORTH AND SOUTH ELEVATION AT COURTYARD
A4.1	DETAILS
A4.2	DETAILS
A5.1	WINDOW / DOOR SCHEDULE

PROJECT DATA

1.	ORIGINAL CONSTRUCTION TYPE:	V-A (SPRINKLERED)
2.	ORIGINAL OCCUPANCY GROUP:	A-2.1
3.	ORIGINAL APPLICABLE BUILDING CODES:	1985 U.B.C.
4.	APPLICABLE BUILDING CODE DURING REPAIRS:	2022 CALIFORNIA ADMINISTRATIVE CODE 2022 CALIFORNIA BUILDING CODE, VOLUMES 1 & 2 2022 CALIFORNIA ELECTRICAL CODE 2022 CALIFORNIA MECHANICAL CODE 2022 CALIFORNIA PLUMBING CODE 2022 CALIFORNIA ENERGY CODE 2022 CALIFORNIA FIRE CODE 2022 CALIFORNIA GREEN BLDG. STANDARDS CODE.
5.	TOTAL NUMBER OF BUILDINGS	1
6.	OWNER	CITY OF PETALUMA C/O DIANE RAMIREZ 320 N. MCDOWELL BLVD. PETALUMA, CA 94954 T: 707-776-3658

ROLAND | MILLER | ASSOCIATES IS THE ORIGINAL ARCHITECT OF RECORD. AVELAR IS THE ARCHITECT OF RECORD FOR THOSE ITEMS LISTED IN THE SCOPE OF WORK.

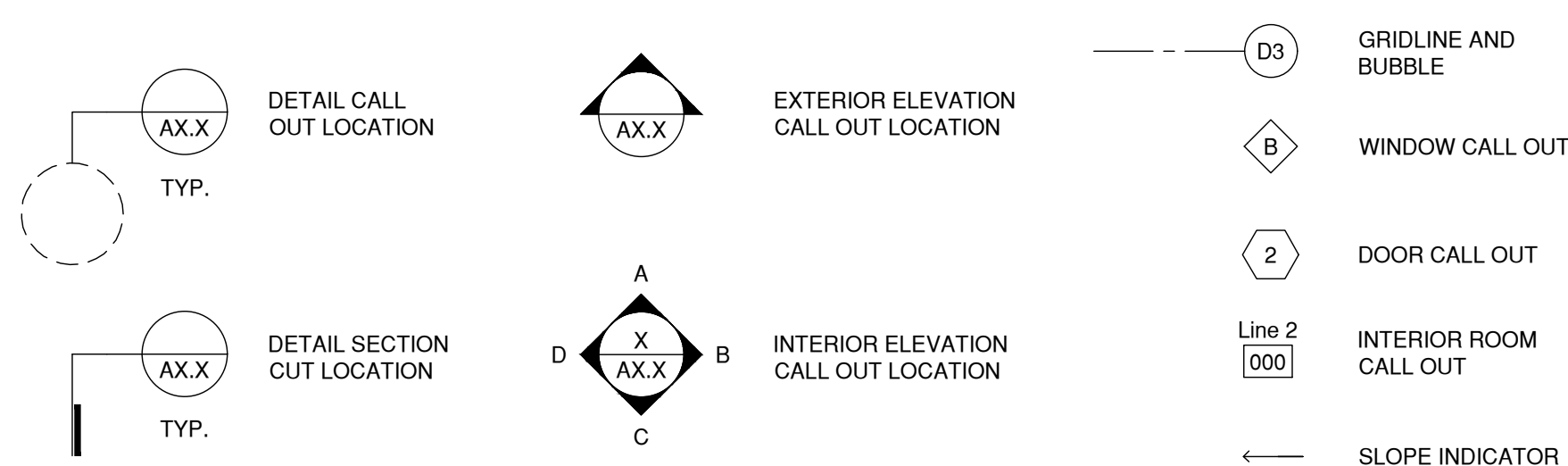
EXISTING SCHEMATIC SITE PLAN



REVISION HISTORY

SHEET	REVISION	DATE

SYMBOL LEGEND



FOR BID PURPOSES ONLY
NOT FOR CONSTRUCTION

SCOPE OF WORK (CONTINUED)

SCOPE OF WORK (CONTINUED)

SCOPE OF WORK (CONTINUED)

SCOPE OF WORK

GENERAL

1. Document all existing conditions to be affected by the repairs prior to commencing work.
2. Provide weather protection, scaffolding, screening, pedestrian barriers and all required protection measures necessary to allow for uninterrupted construction operations and ensure safe conditions at all times due to continued use of premises by the public.
3. Coordinate all work with the City prior to commencement of work.
4. Remove, store and reinstall all existing architectural appurtenances as necessary to perform repairs, including but not limited to, light fixtures, downspouts, signage, etc.
5. Provide full protection of affected surfaces and finishes not scheduled for repairs but within the work area from damage (including but not limited to landscaping, flatwork, etc.).

I. WINDOWS AND DOORS

A. At Storefront Window and Door Assemblies

1. Coordinate with all other Scope of Work Sections.
2. This Scope of Work involves replacement of the existing storefront assemblies at the following locations. See drawings for exact location.
 - a. All existing storefront window and door assemblies facing the interior atrium at hallways, offices and at Conference Room 3.
 - b. Existing storefront window assembly at the Entry Lobby.
 - c. Existing storefront window and door assemblies at the south elevation of the Club Room.
3. Remove and discard the interior wood window trim and gypsum wallboard 18" around storefront perimeters.
4. Remove and discard the existing carpeting.
5. Remove and discard 24" of existing cement block cladding or cement plaster cladding assemblies around the perimeters of the Entry Lobby storefront system and the Atrium systems as necessary to perform repairs, including existing water resistive barrier, flashing and counterflashing assemblies as necessary to perform repairs. Ensure to leave 6" of undamaged existing water resistive barrier and 2" of existing lath for tie-in with new materials.
6. Remove the existing composite metal panels at the Club Room storefront assembly perimeters and save for reinstallation.
7. Remove and discard the existing storefront assemblies and all associated flashing and counterflashing assemblies.
8. At the interior office dividing wall abutting atrium assembly, remove and reinstall the existing gypsum wallboard as necessary to perform repairs.
9. Inspect, document and quantify the existing sheathing and framing for evidence of damage and decay. Report findings to Architect. Repair per Scope of Work Section II.C.
10. Route out new 2" deep joint in the existing exterior concrete as necessary to receive new plan flashing assembly.
11. Provide new sill and threshold pan flashing assemblies set in a full bed of sealant.
12. Provide new storefront window and door assemblies to match existing size, configuration and operation with all new flashing and counterflashing assemblies as shown on drawings for a complete and watertight assembly.
13. Provide new cement block and cement plaster cladding assembly where previously removed over new galvanized metal lath and all associated accessories, and reinstall the existing composite metal panels where previously removed with all required flashing and counterflashing assemblies as shown on drawings, and new water resistive barrier properly integrated with existing for a watertight assembly and complete job. Patch and finish cement plaster for a smooth transition and architectural appearance to match existing.
14. Restore affected interior finishes to match existing to architectural limits.
15. Prime, seal and paint to match existing for a finished architectural appearance and complete job per Scope of Work Section II.B.
16. Regrade exterior landscaping as necessary to ensure 6" minimum clearance from top of slab to grade and 2% slope away from building to drain.

II. MISCELLANEOUS

A. Painting

1. This scope of work shall require the painting (preparation, priming, sealing, painting, etc.) of all exterior and interior areas affected by repairs to an architectural break.
2. Examine all surfaces to be painted and report any discrepancies to the Architect. Prepare all surfaces to be painted by washing, cleaning, scraping, sanding, etc.
3. Protect all items not scheduled for painting such as roofing, flatwork, landscaping, etc.
4. Re-prime previously primed surfaces if primer is more than 30 days old.
5. Provide sealant at all appropriate locations, as shown in drawings. Locations shall include but not be limited to exterior cladding joints, flashings, cladding penetrations, windows and doors, etc.
6. Provide primer and coating at all metal.
7. Re-prime all locations which were sealed and/or filled.
8. Prime and paint all building components as called for in Specification Section 09 90 00.
9. Verify all locations with the Architect.
10. Paint conditions to match existing.

B. Unforeseen Conditions

1. Remove and replace all damaged building components where evidence of damage or dry rot is discovered during the course of construction, inclusive of any visible fungal growth at interior and exterior components. Inspect, document and quantify damage prior to commencing work. Repairs due to unforeseen conditions shall be in addition to the contract cost (base bid) and shall be agreed to by the Owner and the Contractor prior to the starting of repairs. The Contractor shall notify the Architect for direction upon discovery of damage.



AVELAR

590 YGNACIO VALLEY RD.
 SUITE 200
 WALNUT CREEK
 CA 94596
 (925) 954-4978
 RAVELAR.COM

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. ©2023

PETALUMA COMMUNITY CENTER
STOREFRONT REPLACEMENT
 320 NORTH MCDOWELL BOULEVARD
 PETALUMA, CA 94954

DRAWING:
 SCOPE OF WORK

SCALE: AS SHOWN

DATE: 04/25/2023

DRAWN BY: KP
 CHECKED BY: DP
 PROJECT#: 2017.270.01
 SHEET:

FOR BID PURPOSES ONLY
 NOT FOR CONSTRUCTION

A0.2



AVELAR

590 YGNACIO VALLEY RD. SUITE 200 WALNUT CREEK CA 94596 (925) 954-4978

RAVELAR.COM

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. ©2023

PETALUMA COMMUNITY CENTER STOREFRONT REPLACEMENT 320 NORTH MCDOWELL BOULEVARD PETALUMA, CA 94954

DRAWING: ENERGY COMPLIANCE

SCALE: AS SHOWN DATE: 04/25/2023

DRAWN BY: KP CHECKED BY: DP PROJECT#: 2017.270.01 SHEET:

A0.3

STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION

Envelope Component Approach NRCC-ENV-E

CERTIFICATE OF COMPLIANCE (Page 3 of 7)

Project Name: Petaluma Community Center Report Page: 4/17/2023
Project Address: 320 North McDowell Blvd Date Prepared: 4/17/2023

H. WALL ASSEMBLY SCHEDULE

This table demonstrates compliance with prescriptive wall assembly requirements in 140.3(a)/170.2(a) for new constructions, 141.0(a)/180.1 for additions and 141.0(b)(16)/180.2 for alterations.

01	Indicate wall types included in the project:	<input type="checkbox"/> Framed	<input type="checkbox"/> Mass (new only)	<input type="checkbox"/> Concrete Sandwich Panel (new only)	<input type="checkbox"/> SIPs	<input type="checkbox"/> CF (new only)
		<input type="checkbox"/> Metal Panels	<input type="checkbox"/> Metal Building	<input type="checkbox"/> Spandrel/ Curtain Wall	<input type="checkbox"/> Straw Bale	<input type="checkbox"/> Log Home (new only)

¹ FOOTNOTES: Wall types indicated above as "new only" do not have Title 24, Part 6 requirements for alterations. New construction and additions do have requirements and should be checked above and compliance demonstrated within this table.

Registration Number: CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance
Generated Date/Time: Report Version: 2022.0.000 Schema Version: rev 20220101
Documentation Software: EnergyPro
Compliance ID: EnergyPro-6373-0423-0060 Report Generated: 2023-04-17 14:44:44

STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION

Envelope Component Approach NRCC-ENV-E

CERTIFICATE OF COMPLIANCE (Page 2 of 7)

Project Name: Petaluma Community Center Report Page: 4/17/2023
Project Address: 320 North McDowell Blvd Date Prepared: 4/17/2023

B. PROJECT SCOPE

¹ FOOTNOTE: Doors that are more than 25% glass in area are considered Glazed Doors and should be documented on table K with fenestration. ² Roof recoats may document compliance with roof material only in Table G.

C. COMPLIANCE RESULTS

Results in this table are automatically calculated from data input and calculations in Tables F through L. Note: If any cell on this table says "COMPLIES with Exceptional Conditions" refer to Table D. Exceptional Conditions for guidance or see the applicable table referenced below.

Roof Assembly	Opaque Envelope Components					Fenestration	Daylighting Spaces > 5,000ft ²	Compliance Results
	Roofing Materials	Walls	Floors	Doors	Fenestration			
01 (See Table F)	02 (See Table G)	03 (See Table H)	04 (See Table I)	05 (See Table J)	06 (See Table K)	07 (See Table L)	08	COMPLIES
		Yes			Yes			

D. EXCEPTIONAL CONDITIONS

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

E. ADDITIONAL REMARKS

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

F. ROOF ASSEMBLY SCHEDULE

This section does not apply to this project.

G. RATED ROOFING MATERIAL (COOL ROOF)

This section does not apply to this project.

Registration Number: CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance
Generated Date/Time: Report Version: 2022.0.000 Schema Version: rev 20220101
Documentation Software: EnergyPro
Compliance ID: EnergyPro-6373-0423-0060 Report Generated: 2023-04-17 14:44:44

STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION

Envelope Component Approach NRCC-ENV-E

CERTIFICATE OF COMPLIANCE (Page 1 of 7)

Project Name: Petaluma Community Center Report Page: 4/17/2023
Project Address: 320 North McDowell Blvd Date Prepared: 4/17/2023

A. GENERAL INFORMATION

01 Project Location (city)	Petaluma	05 # of Stories (Habitable Above Grade)	1
02 Zipcode	94954	06 Total Conditioned Floor Area (ft ²)	27453
03 Climate Zone	2	07 Total Unconditioned Floor Area (ft ²)	0
04 Occupancy Types Within Project: (select all that apply): If one occupancy constitutes >= 80% of the conditioned floor area, the entire building envelope may be designed to comply with the provisions of that occupancy per 100.0(f).		08	<input type="checkbox"/> Project includes unconditioned enclosed space(s) > 5,000 ft ² under a roof with a ceiling height of at least 15 ft. ¹

¹ Convention Center

¹ FOOTNOTE: Enclosed spaces > 5,000 ft² directly under roof with ceiling height > 15 ft in climate zones 2 through 15 are required to meet the minimum daylighting requirements defined in 140.3(c)/170.2(b). Compliance with 140.3(c)/170.2(b) is documented in Table L. This is the only prescriptive requirement which applies to unconditioned spaces.

B. PROJECT SCOPE

This table specifies project envelope components within the permit application demonstrating compliance using the prescriptive paths outlined in 140.3/170.2 and 141.0(a)/180.1 and 141.0(b)(1) and 2/180.2 for additions and alterations.

My project consists of (check all that apply)		Component Types	
01		02	
<input type="checkbox"/> New Construction or Newly Conditioned Space		<input type="checkbox"/> Walls	<input type="checkbox"/> Exterior Opaque Doors
<input type="checkbox"/> One or more enclosed spaces > 5,000 ft ² directly under roof with ceiling height > 15ft	<input type="checkbox"/> Roof	<input type="checkbox"/> Floors	<input type="checkbox"/> Fenestration/ Glazed Doors ¹
<input type="checkbox"/> Addition of conditioned space			
<input type="checkbox"/> One or more enclosed spaces > 5,000 ft ² directly under roof with ceiling height > 15ft	<input type="checkbox"/> Roof	<input type="checkbox"/> Walls	<input type="checkbox"/> Exterior Opaque Doors
<input type="checkbox"/> Addition is <= 700 ft ²			
<input type="checkbox"/> Addition is > 700 ft ²		<input type="checkbox"/> Floors	<input type="checkbox"/> Fenestration/ Glazed Doors ¹
<input checked="" type="checkbox"/> Alteration of conditioned space	<input type="checkbox"/> Roof Assembly	<input checked="" type="checkbox"/> Walls	Exterior Opaque Doors NA, for Alts.
<input type="checkbox"/> One or more enclosed spaces > 5,000 ft ² directly under roof with ceiling height > 15ft and lighting system installed for the first time	<input type="checkbox"/> Roofing Material ²	<input type="checkbox"/> Floors	<input checked="" type="checkbox"/> Fenestration

Registration Number: CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance
Generated Date/Time: Report Version: 2022.0.000 Schema Version: rev 20220101
Documentation Software: EnergyPro
Compliance ID: EnergyPro-6373-0423-0060 Report Generated: 2023-04-17 14:44:44

STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION

Envelope Component Approach NRCC-ENV-E

CERTIFICATE OF COMPLIANCE (Page 6 of 7)

Project Name: Petaluma Community Center Report Page: 4/17/2023
Project Address: 320 North McDowell Blvd Date Prepared: 4/17/2023

N. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Form/Title	Systems/Spaces To Be Field Verified
------------	-------------------------------------

NRCA-ENV-02-F must be submitted for all new, added or altered fenestration.

O. DECLARATION OF REQUIRED CERTIFICATES OF VERIFICATION

There are no forms required for this project.

Registration Number: CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance
Generated Date/Time: Report Version: 2022.0.000 Schema Version: rev 20220101
Documentation Software: EnergyPro
Compliance ID: EnergyPro-6373-0423-0060 Report Generated: 2023-04-17 14:44:44

STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION

Envelope Component Approach NRCC-ENV-E

CERTIFICATE OF COMPLIANCE (Page 5 of 7)

Project Name: Petaluma Community Center Report Page: 4/17/2023
Project Address: 320 North McDowell Blvd Date Prepared: 4/17/2023

K. FENESTRATION AND GLAZED DOOR SCHEDULE

¹ FOOTNOTES: If any individual fenestration product is non-compliant, products may show compliance using an area-weighted calculation. Chromogenic glazing is not included in area-weighted calculations. Area-weighted calculation shown in separate area-weighted table below. ² The NAE Default Calculation can only be used for alterations or dwelling units in buildings with <= 3 habitable stories. Alterations are limited to 200ft² of site built glazing and dwelling units are limited to 250ft² or 5% of conditioned floor area. If the fenestration does not meet these conditions, the only options for determining fenestration values are NFRC Certification or the Default Tables in 110.6. ³ Overhangs must extend past the left and right window the same distance as the depth of the overhang or greater to show an effect on the RSHGC. If an overhang does not meet this requirement, the effect of the overhang will be ignored. ⁴ Projecting includes casement and awning windows.

Area-Weighted Average U-factor, SHGC, VT Compliance Calculation for Vertical Fenestration And Glazed Doors

Product Performance Unit	Total Area of Fenestration (ft ²)	Area-weighted Calculation for Fenestration		Compliance Results Using Area-Weighted Calculation Option
		Required	Designed	
U-Factor	690	0.47	0.46	COMPLIES
(R)SHGC	690	0.31	0.3	COMPLIES
VT	690	0.46	0.46	COMPLIES

L. DAYLIGHT IN LARGE ENCLOSED SPACES

This section does not apply to this project.

M. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Form/Title	
------------	--

NRCC-ENV-01-E - Must be submitted for all buildings

Registration Number: CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance
Generated Date/Time: Report Version: 2022.0.000 Schema Version: rev 20220101
Documentation Software: EnergyPro
Compliance ID: EnergyPro-6373-0423-0060 Report Generated: 2023-04-17 14:44:44

STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION

Envelope Component Approach NRCC-ENV-E

CERTIFICATE OF COMPLIANCE (Page 4 of 7)

Project Name: Petaluma Community Center Report Page: 4/17/2023
Project Address: 320 North McDowell Blvd Date Prepared: 4/17/2023

K. FENESTRATION AND GLAZED DOOR SCHEDULE

Vertical Fenestration And Glazed Doors- U-factor, Solar Heat Gain Coefficient (RSHGC/ SHGC), Visible Transmittance (VT)

04	05	06	07	08	09	10	11	12	13
Tag/Plan Detail ID	Fenestration Type	Occupancy & Status	U-factor/ (R)SHGC Compliance Method	VT Compliance Method	Calculation Method for Performance Values per Design ¹	Product Performance Unit	Required Product Performance	Product Performance per Design	Area ft ²
Front Windows	Curtain wall	Nonresidential/ Relocatable 1 CZ: Alt. (Replacement > 150ft ²)	Table141.0-A	Equation 140.3-B (new only)	NFRC Certified	U-factor (max)	0.47	0.46	115
					<input type="checkbox"/> Overhang/ Slats used for RSHGC	(R)SHGC (max)	0.31	0.3	
						VT (min)	0.32	0.46	
Front Windows	Curtain wall	Nonresidential/ Relocatable 1 CZ: Alt. (Replacement > 150ft ²)	Table141.0-A	Equation 140.3-B (new only)	NFRC Certified	U-factor (max)	0.47	0.46	115
					<input type="checkbox"/> Overhang/ Slats used for RSHGC	(R)SHGC (max)	0.31	0.3	
						VT (min)	0.32	0.46	
Front Windows	Curtain wall	Nonresidential/ Relocatable 1 CZ: Alt. (Replacement > 150ft ²)	Table141.0-A	Equation 140.3-B (new only)	NFRC Certified	U-factor (max)	0.47	0.46	115
					<input type="checkbox"/> Overhang/ Slats used for RSHGC	(R)SHGC (max)	0.31	0.3	
						VT (min)	0.32	0.46	
Left Windows	Curtain wall	Nonresidential/ Relocatable 1 CZ: Alt. (Replacement > 150ft ²)	Table141.0-A	Equation 140.3-B (new only)	NFRC Certified	U-factor (max)	0.47	0.46	115
					<input type="checkbox"/> Overhang/ Slats used for RSHGC	(R)SHGC (max)	0.31	0.3	
						VT (min)	0.32	0.46	
Back Windows	Curtain wall	Nonresidential/ Relocatable 1 CZ: Alt. (Replacement > 150ft ²)	Table141.0-A	Equation 140.3-B (new only)	NFRC Certified	U-factor (max)	0.47	0.46	115
					<input type="checkbox"/> Overhang/ Slats used for RSHGC	(R)SHGC (max)	0.31	0.3	
						VT (min)	0.32	0.46	
Right Windows	Curtain wall	Nonresidential/ Relocatable 1 CZ: Alt. (Replacement > 150ft ²)	Table141.0-A	Equation 140.3-B (new only)	NFRC Certified	U-factor (max)	0.47	0.46	115
					<input type="checkbox"/> Overhang/ Slats used for RSHGC	(R)SHGC (max)	0.31	0.3	
						VT (min)	0.32	0.46	

Registration Number: CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance
Generated Date/Time: Report Version: 2022.0.000 Schema Version: rev 20220101
Documentation Software: EnergyPro
Compliance ID: EnergyPro-6373-0423-0060 Report Generated: 2023-04-17 14:44:44

STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION

Envelope Component Approach NRCC-ENV-E

CERTIFICATE OF COMPLIANCE (Page 6 of 7)

Project Name: Petaluma Community Center Report Page: 4/17/2023
Project Address: 320 North McDowell Blvd Date Prepared: 4/17/2023

N. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Form/Title	Systems/Spaces To Be Field Verified
------------	-------------------------------------

NRCA-ENV-02-F must be submitted for all new, added or altered fenestration.

O. DECLARATION OF REQUIRED CERTIFICATES OF VERIFICATION

There are no forms required for this project.

Registration Number: CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance
Generated Date/Time: Report Version: 2022.0.000 Schema Version: rev 20220101
Documentation Software: EnergyPro
Compliance ID: EnergyPro-6373-0423-0060 Report Generated: 2023-04-17 14:44:44

STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION

Envelope Component Approach NRCC-ENV-E

CERTIFICATE OF COMPLIANCE (Page 5 of 7)

Project Name: Petaluma Community Center Report Page: 4/17/2023
Project Address: 320 North McDowell Blvd Date Prepared: 4/17/2023

K. FENESTRATION AND GLAZED DOOR SCHEDULE

¹ FOOTNOTES: If any individual fenestration product is non-compliant, products may show compliance using an area-weighted calculation. Chromogenic glazing is not included in area-weighted calculations. Area-weighted calculation shown in separate area-weighted table below. ² The NAE Default Calculation can only be used for alterations or dwelling units in buildings with <= 3 habitable stories. Alterations are limited to 200ft² of site built glazing and dwelling units are limited to 250ft² or 5% of conditioned floor area. If the fenestration does not meet these conditions, the only options for determining fenestration values are NFRC Certification or the Default Tables in 110.6. ³ Overhangs must extend past the left and right window the same distance as the depth of the overhang or greater to show an effect on the RSHGC. If an overhang does not meet this requirement, the effect of the overhang will be ignored. ⁴ Projecting includes casement and awning windows.

Area-Weighted Average U-factor, SHGC, VT Compliance Calculation for Vertical Fenestration And Glazed Doors

Product Performance Unit	Total Area of Fenestration (ft ²)	Area-weighted Calculation for Fenestration		Compliance Results Using Area-Weighted Calculation Option
		Required	Designed	
U-Factor	690	0.47	0.46	COMPLIES
(R)SHGC	690	0.31	0.3	COMPLIES
VT	690	0.46	0.46	COMPLIES

L. DAYLIGHT IN LARGE ENCLOSED SPACES

This section does not apply to this project.

M. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Form/Title	
------------	--

NRCC-ENV-01-E - Must be submitted for all buildings

Registration Number: CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance
Generated Date/Time: Report Version: 2022.0.000 Schema Version: rev 20220101
Documentation Software: EnergyPro
Compliance ID: EnergyPro-6373-0423-0060 Report Generated: 2023-04-17 14:44:44

STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION

Envelope Component Approach NRCC-ENV-E

CERTIFICATE OF COMPLIANCE (Page 7 of 7)

Project Name: Petaluma Community Center Report Page: 4/17/2023
Project Address: 320 North McDowell Blvd Date Prepared: 4/17/2023

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

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

Documentation Author Name: James Blomquist	Documentation Author Signature:
Company: AVELAR	Signature Date: 2023-04-17
Address: 757 Freedom Blvd	CEA/ HERS Certification Identification (if applicable):
City/State/Zip: Watsonville CA 95076	Phone: 831-728-5503

RESPONSIBLE PERSON'S DECLARATION STATEMENT

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

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

Responsible Designer Name: JOSEPH G. GARCIA	Responsible Designer Signature:
Company: AVELAR	Date Signed: 2023-04-27
Address: 590 Ygnacio Valley Road, Suite 200	License: C 26356
City/State/Zip: Walnut Creek CA 94596	Phone: 925-954-4978

Registration Number: CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance
Generated Date/Time: Report Version: 2022.0.000 Schema Version: rev 20220101
Documentation Software: EnergyPro
Compliance ID: EnergyPro-6373-0423-0060 Report Generated: 2023-04-17 14:44:44



590 YGNACIO VALLEY RD.
SUITE 200
WALNUT CREEK
CA 94596
(925) 954-4978
RAVELAR.COM

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT ©2023

PETALUMA COMMUNITY CENTER
STOREFRONT REPLACEMENT
320 NORTH MCDOWELL BOULEVARD
PETALUMA, CA 94954

DRAWING:
EXISTING SCHEMATIC
FLOOR PLAN

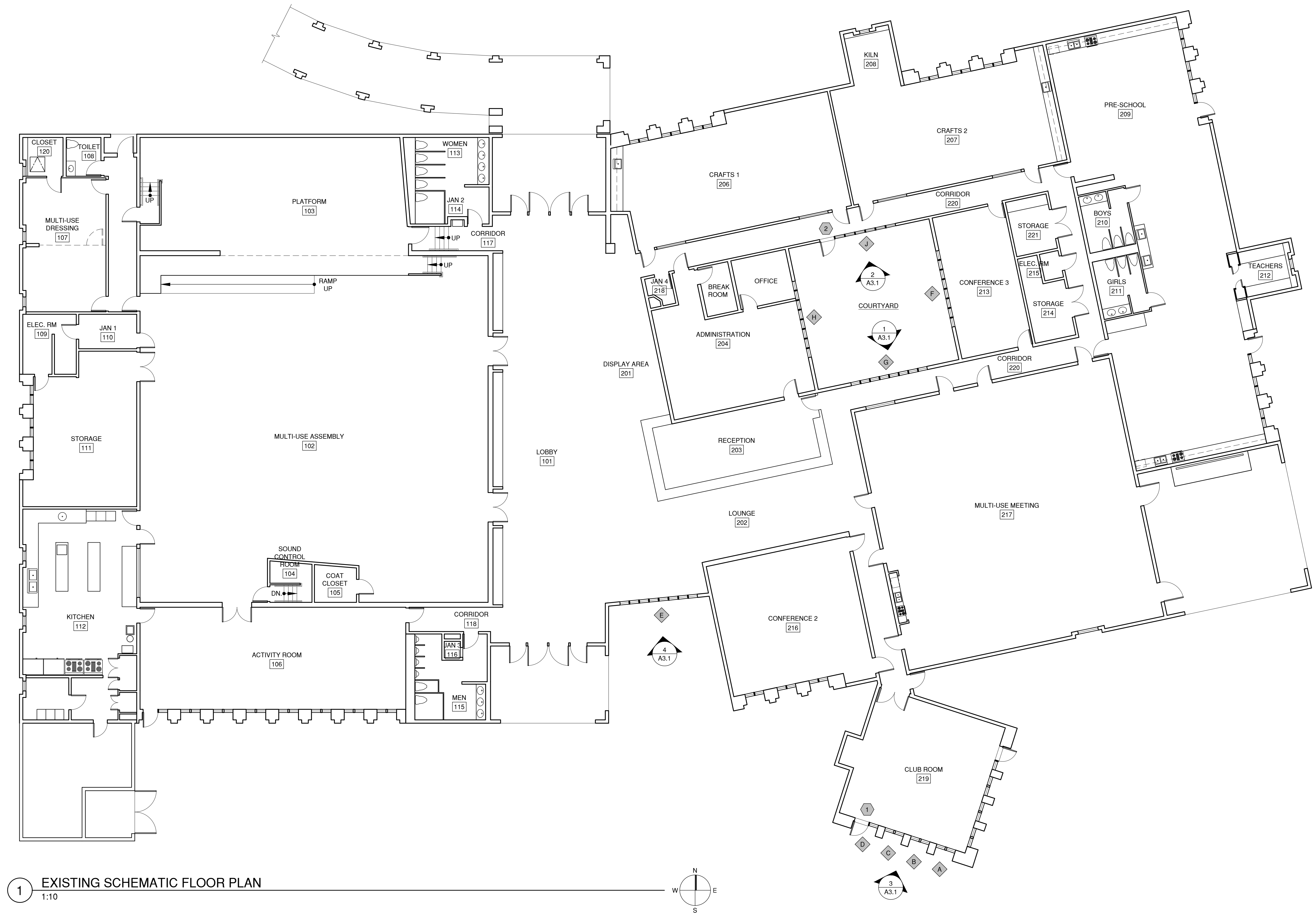
SCALE: AS SHOWN
DATE: 04/25/2023

DRAWN BY: KP
CHECKED BY: DP
PROJECT#: 2017.270.01
SHEET:

A2.1

LEGEND:
1 WINDOW - SEE SHEET A5.1 FOR WINDOW SCHEDULE.

NOTES
1. THE DRAWINGS PRESENTED ON THIS SHEET ARE FOR REFERENCE PURPOSES ONLY. VARIATIONS MAY OCCUR. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK. NOTIFY ARCHITECT OF ANY SIGNIFICANT DISCREPANCIES AND DO NOT PROCEED WITH WORK UNTIL THEY ARE RESOLVED.
2. ALL NOTES AND DETAILS REFERENCED ON THIS SHEET REPRESENT TYPICAL CONDITIONS AND PERTAIN TO ALL SIMILAR CONDITIONS.
3. THE GRAPHIC SCREENING REPRESENTS THE GENERAL LOCATION OF THE SCOPE OF WORK AND IS NOT INTENDED TO BE ALL INCLUSIVE. THE SCREENING IS A REFERENCE ONLY AND SHALL NOT BE USED TO DETERMINE SCOPE QUANTITY OR AREAS.



1 EXISTING SCHEMATIC FLOOR PLAN
1:10

FOR BID PURPOSES ONLY
NOT FOR CONSTRUCTION

NOTES

- THE DRAWINGS PRESENTED ON THIS SHEET ARE FOR REFERENCE PURPOSES ONLY. VARIATIONS MAY OCCUR. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK. NOTIFY ARCHITECT OF ANY SIGNIFICANT DISCREPANCIES AND DO NOT PROCEED WITH WORK UNTIL THEY ARE RESOLVED.
- ALL NOTES AND DETAILS REFERENCED ON THIS SHEET REPRESENT TYPICAL CONDITIONS AND PERTAIN TO ALL SIMILAR CONDITIONS.
- THE GRAPHIC SCREENING REPRESENTS THE GENERAL LOCATION OF THE SCOPE OF WORK AND IS NOT INTENDED TO BE ALL INCLUSIVE. THE SCREENING IS A REFERENCE ONLY AND SHALL NOT BE USED TO DETERMINE SCOPE QUANTITY OR AREAS.

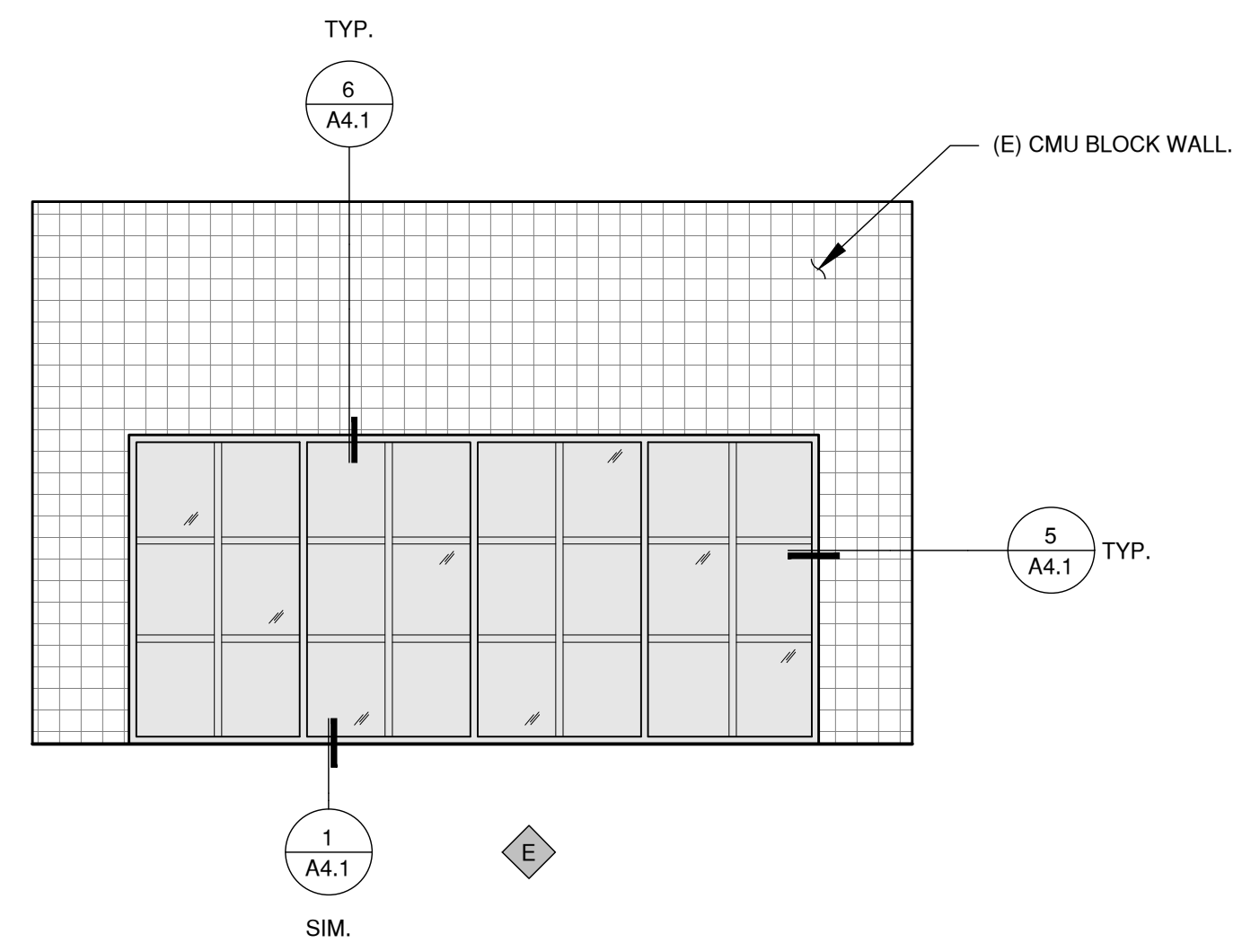
ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. © 2023

PETALUMA COMMUNITY CENTER
STOREFRONT REPLACEMENT
320 NORTH MCDOWELL BOULEVARD
PETALUMA, CA 94954

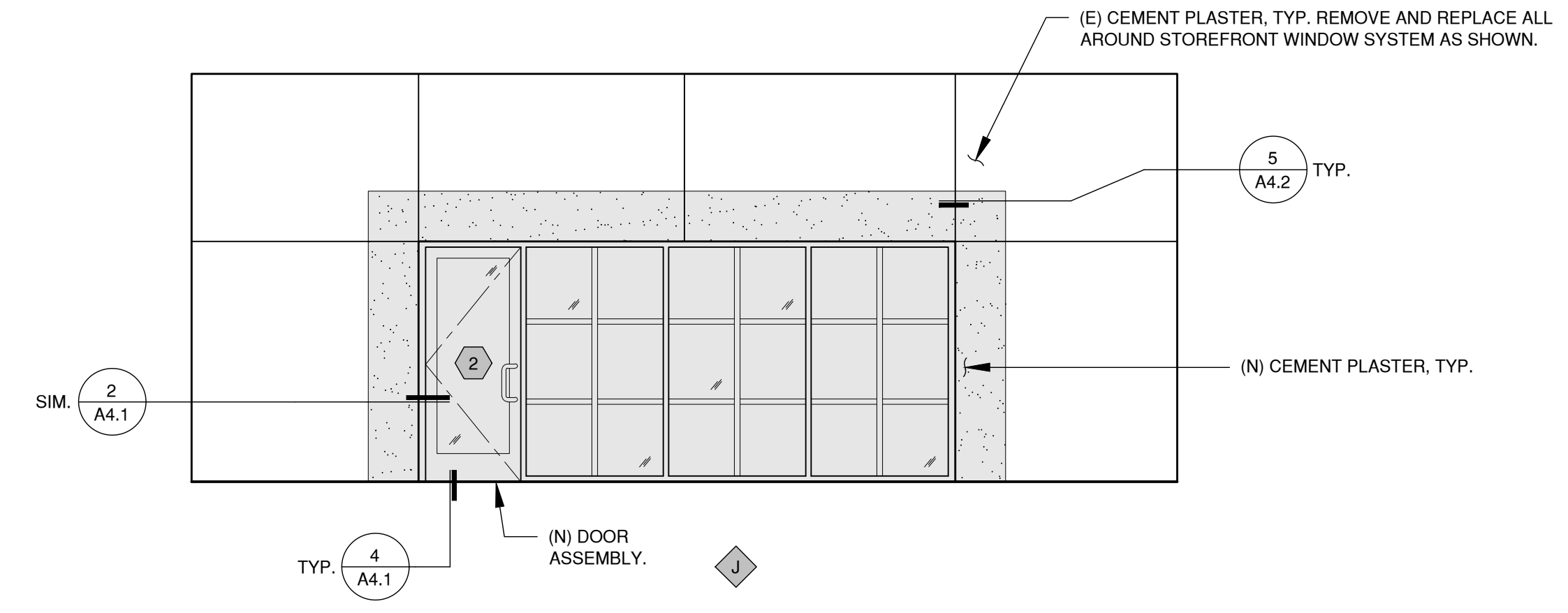
DRAWING:
(E) S. ENTRY PARTIAL ELEV.
(E) S. ELEV. AT CLUB ROOM.
(E) N. AND S. ELEVATION AT COURTYARD

SCALE: AS SHOWN
DATE: 04/25/2023

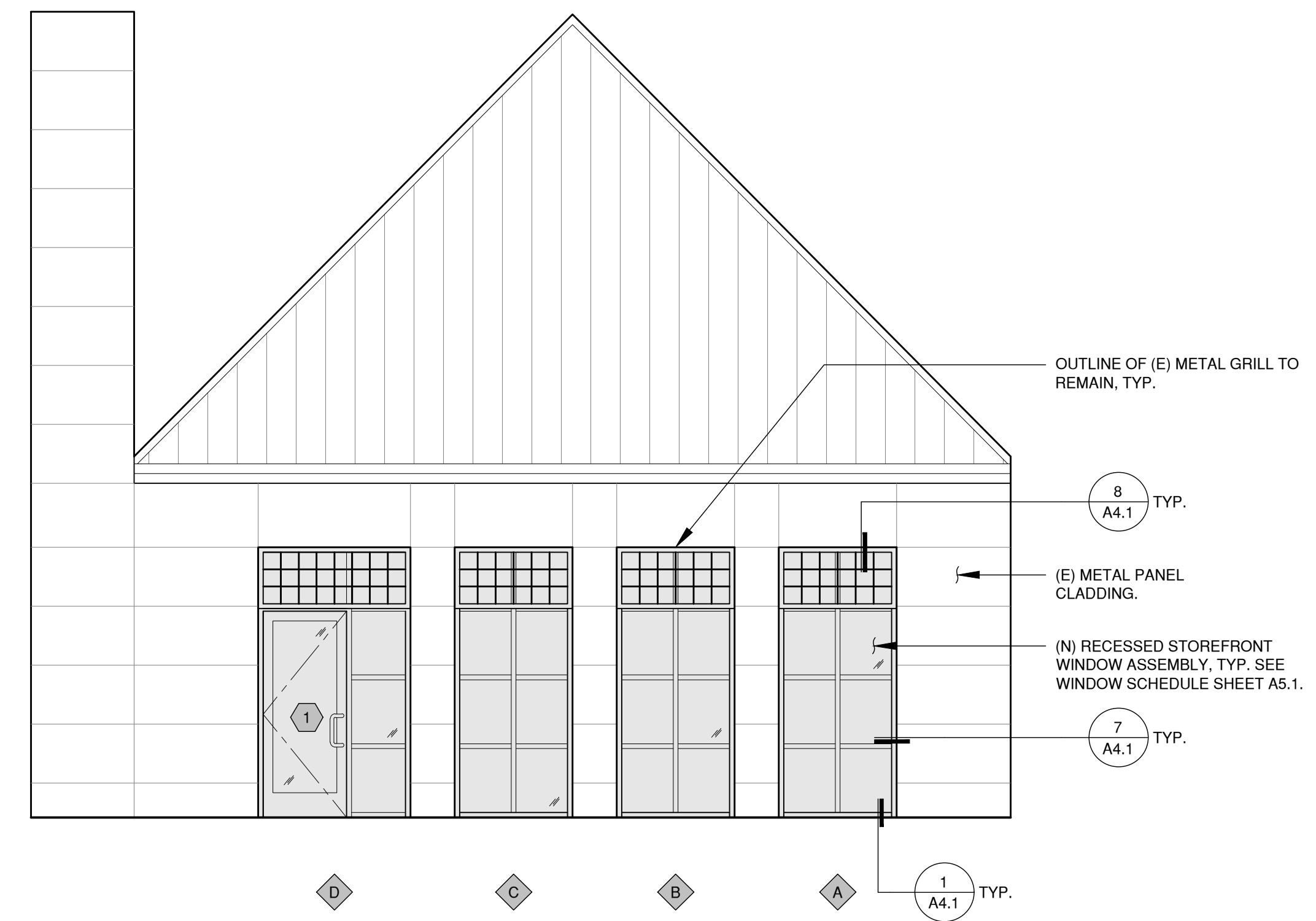
DRAWN BY: KP
CHECKED BY: DP
PROJECT#: 2017.270.01
SHEET:



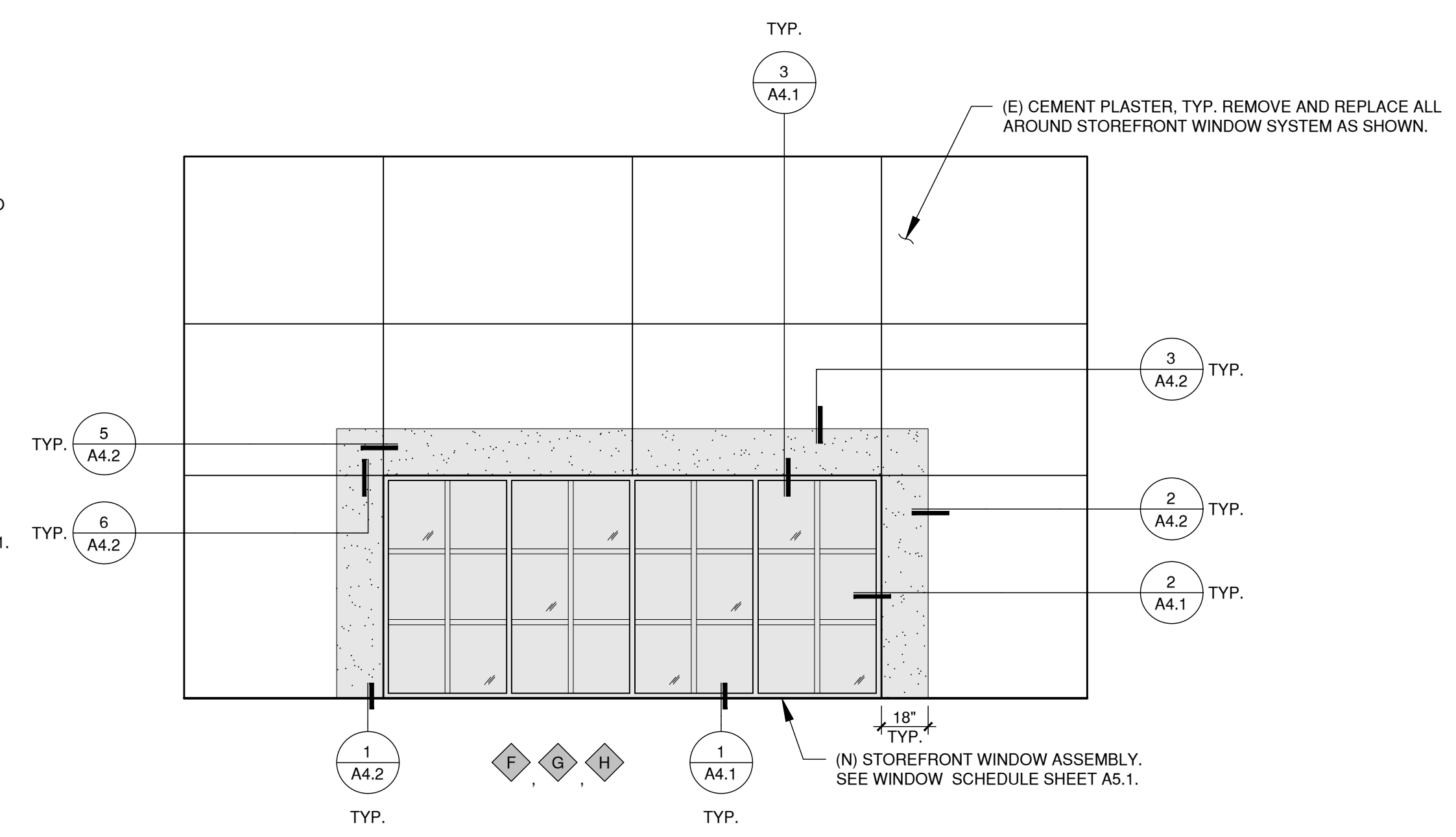
4 EXISTING SOUTH ENTRY PARTIAL ELEVATION
1/4" = 1'-0"



2 EXISTING NORTH ELEVATION AT COURTYARD
1/4" = 1'-0"



3 EXISTING SOUTH ELEVATION AT CLUB ROOM
1/4" = 1'-0"



1 EXISTING SOUTH ELEVATION AT COURTYARD
1/4" = 1'-0"
NOTE: SIMILAR AT WEST AND EAST ELEVATIONS

FOR BID PURPOSES ONLY
NOT FOR CONSTRUCTION



AVELAR

590 YGNACIO VALLEY RD.
SUITE 200
WALNUT CREEK
CA 94596
(925) 954-4978
RAVELAR.COM

ALL DRAWINGS AND WRITTEN MATERIAL
APPEARING HEREIN CONSTITUTE THE
ORIGINAL AND UNPUBLISHED WORK OF
THE ARCHITECT AND THE SAME MAY NOT
BE DUPLICATED, USED, OR DISCLOSED
WITHOUT THE WRITTEN CONSENT OF THE
ARCHITECT. © 2023

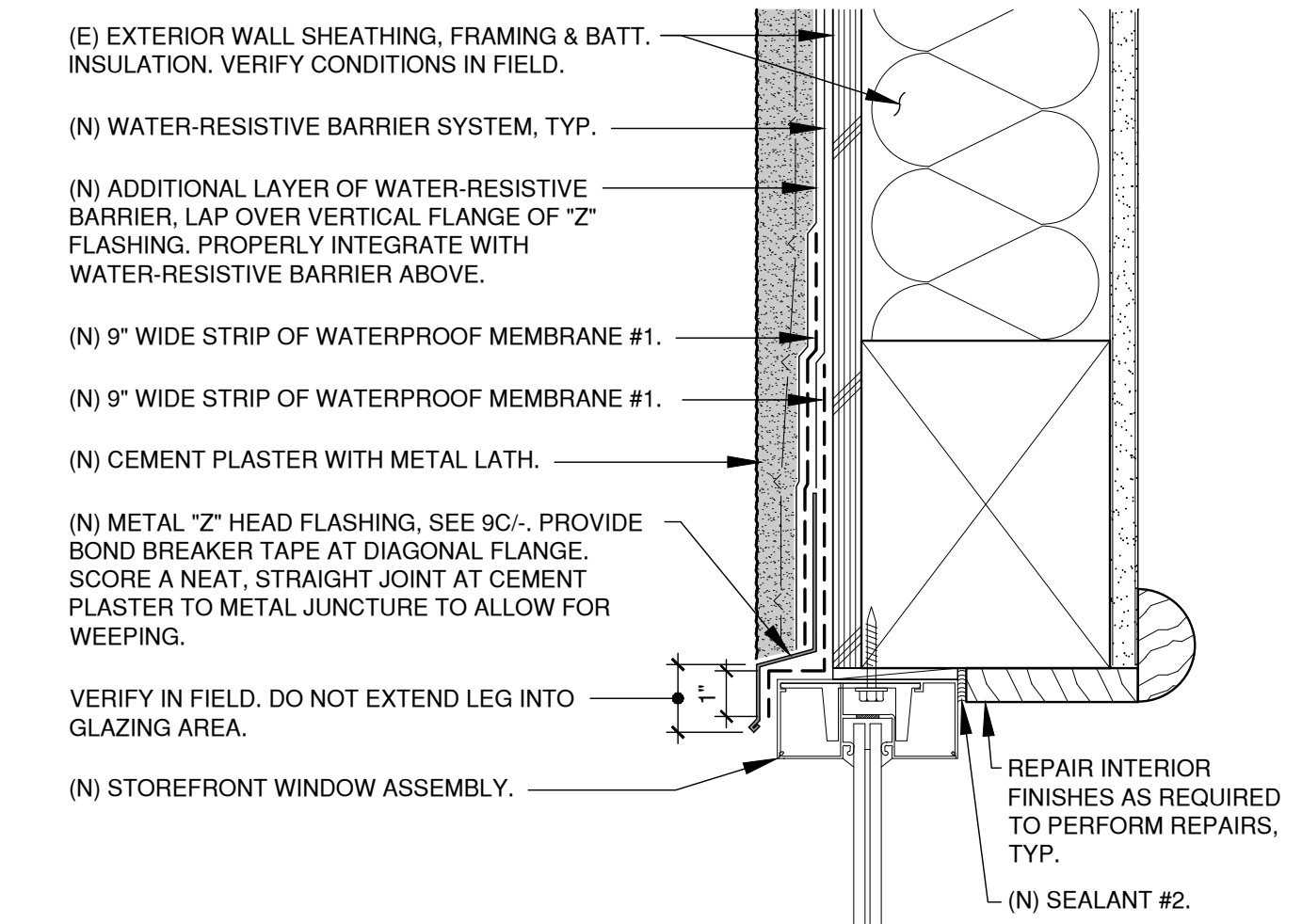
Petaluma Community Center
STOREFRONT REPLACEMENT
320 NORTH MCDOWELL BOULEVARD
PETALUMA, CA 94954

DRAWING:
DETAILS

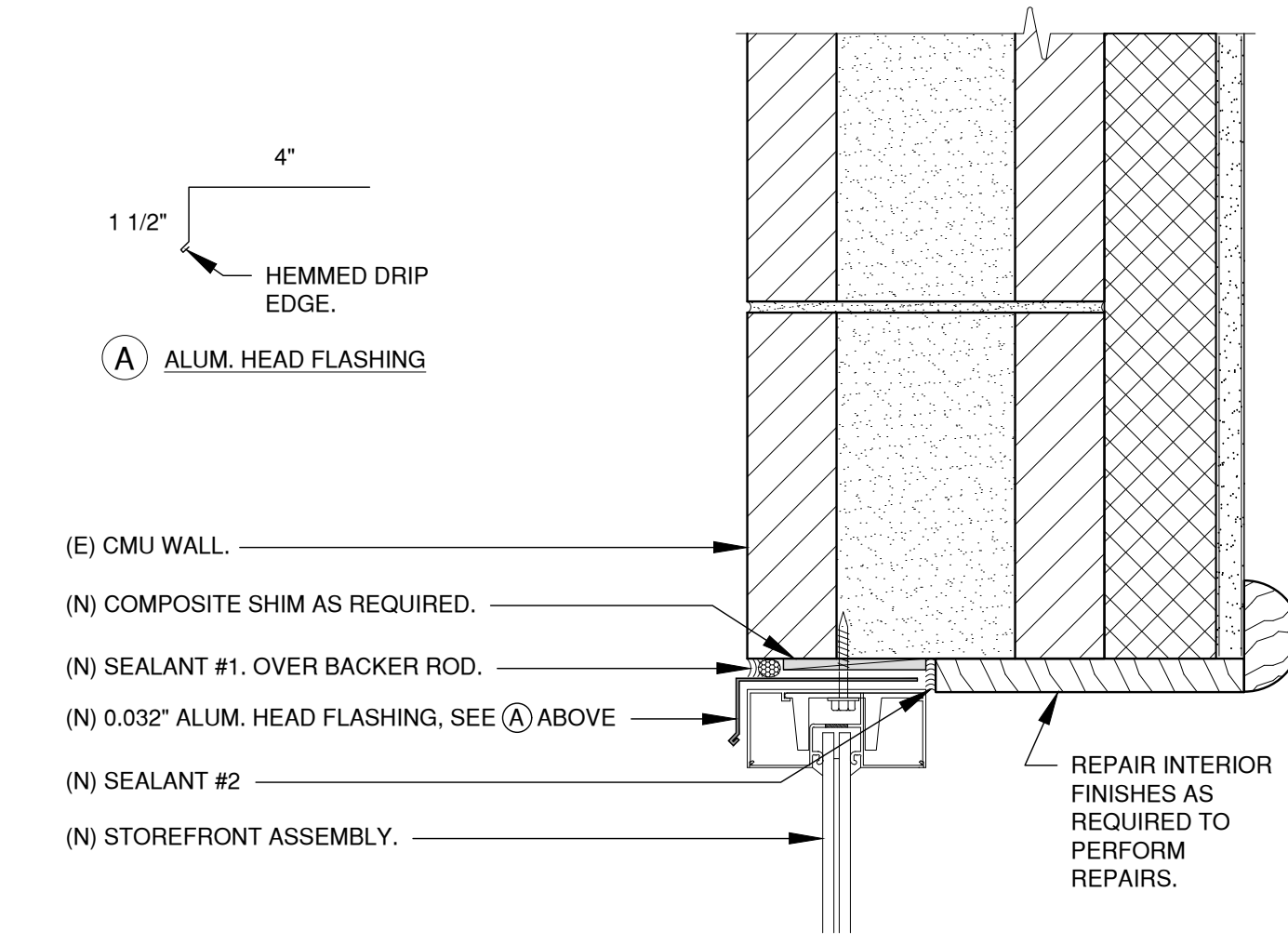
SCALE: AS SHOWN
DATE: 04/25/2023

DRAWN BY: KP
CHECKED BY: DP
PROJECT#: 2017.270.01
SHEET:

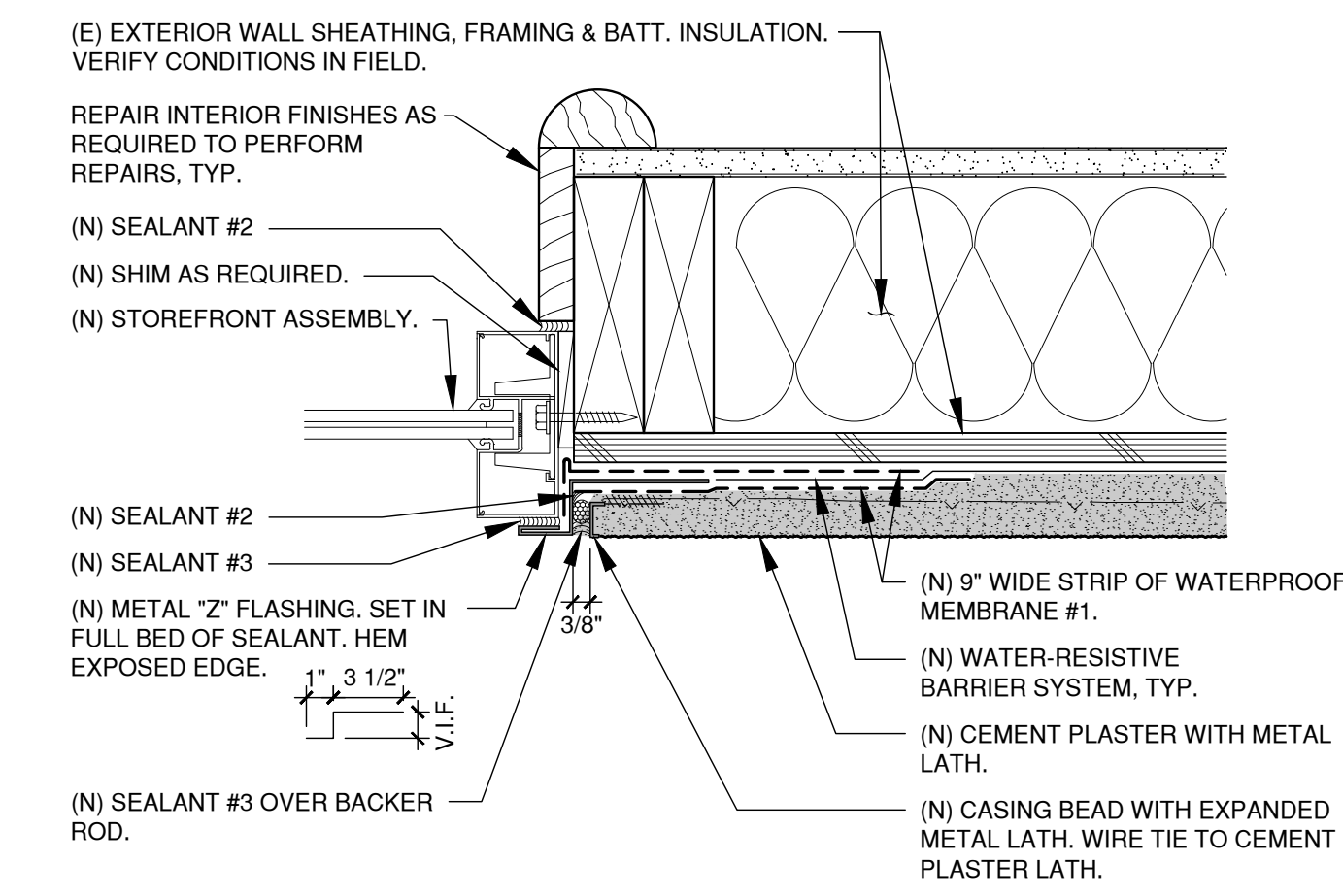
A4.1



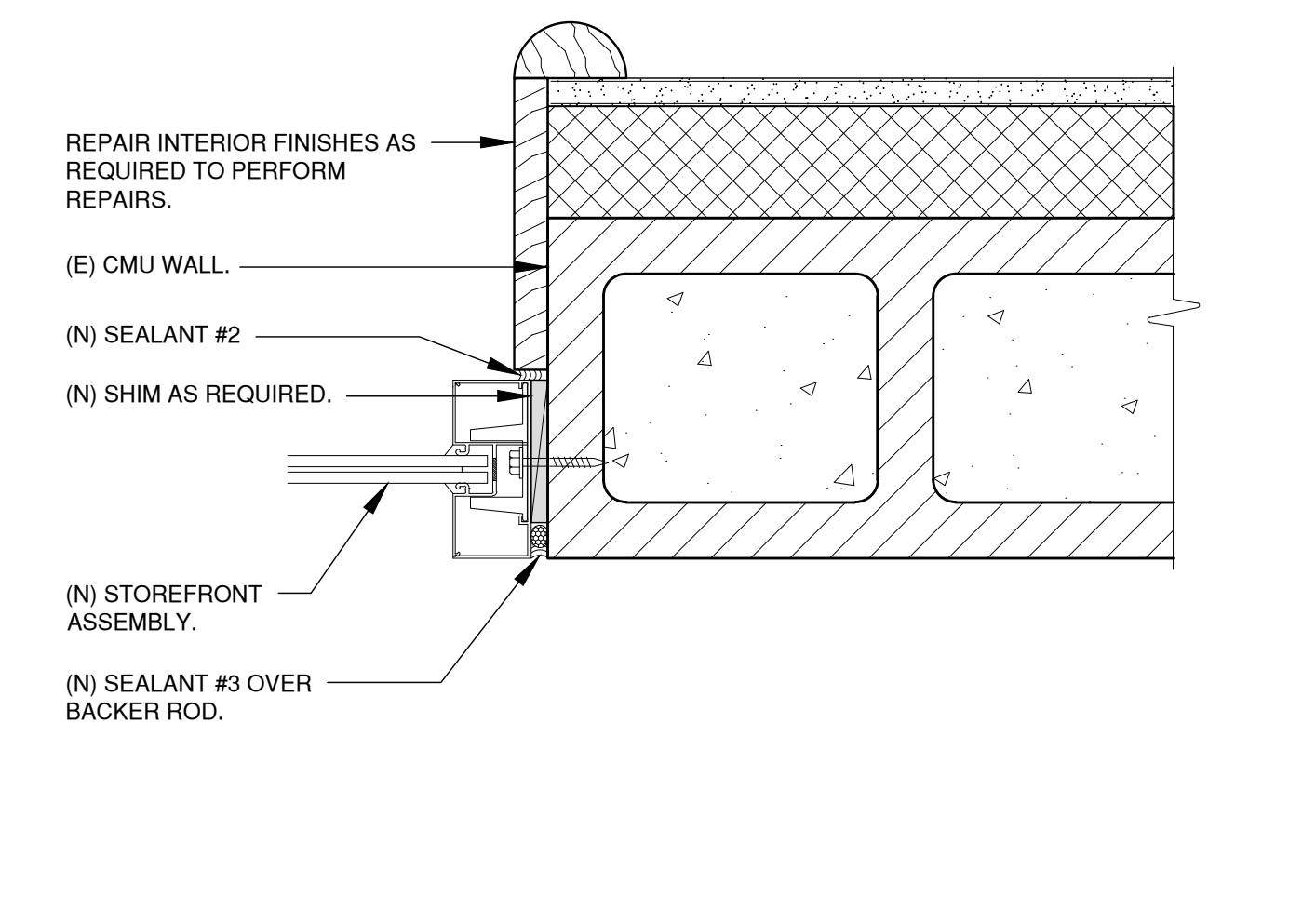
3 TYPICAL STOREFRONT SYSTEM HEAD - CEMENT PLASTER
3" = 1'-0"



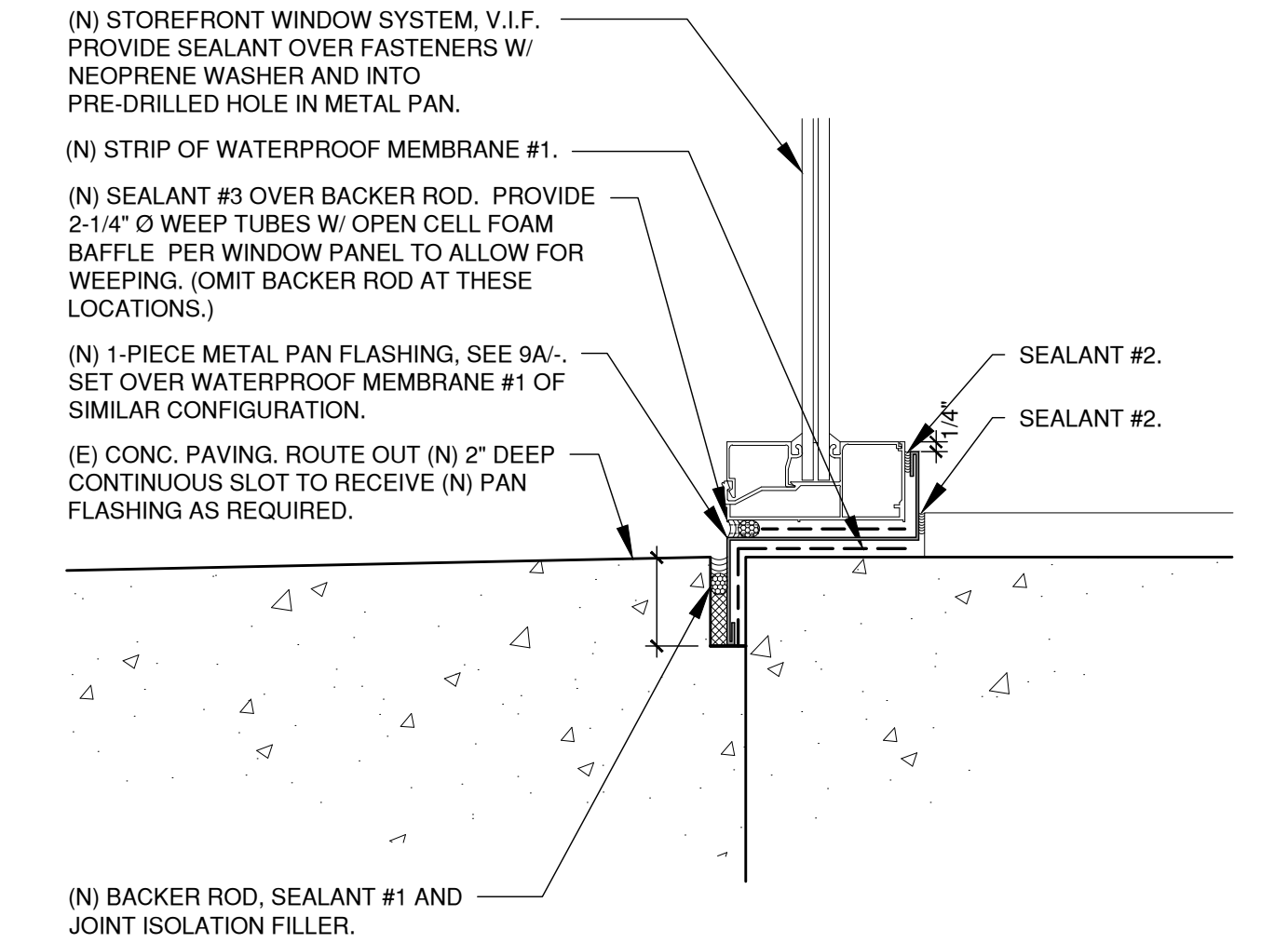
6 TYPICAL STOREFRONT WINDOW HEAD @ CMU WALL
3" = 1'-0"



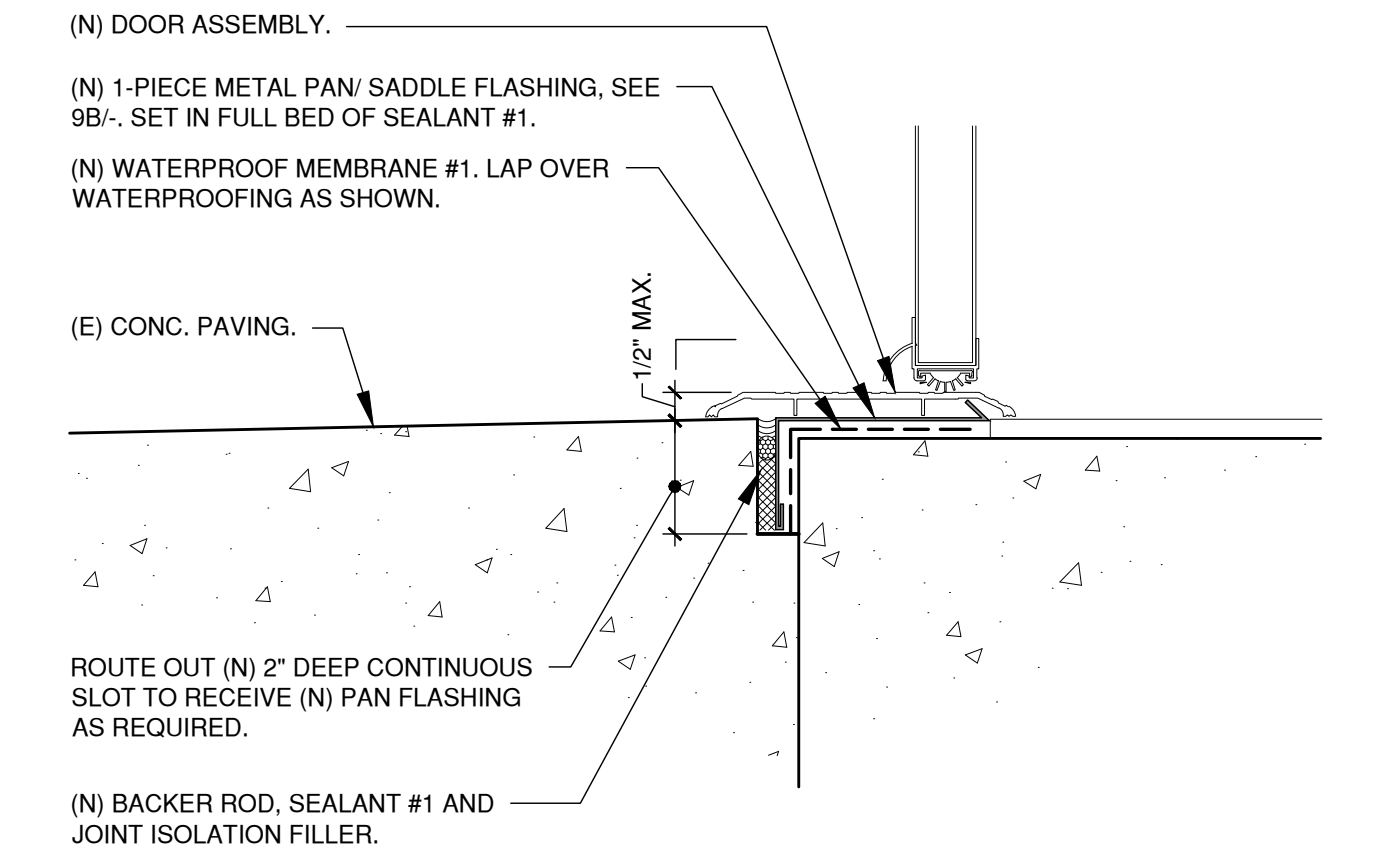
2 TYPICAL STOREFRONT SYSTEM JAMB - CEMENT PLASTER
3" = 1'-0"



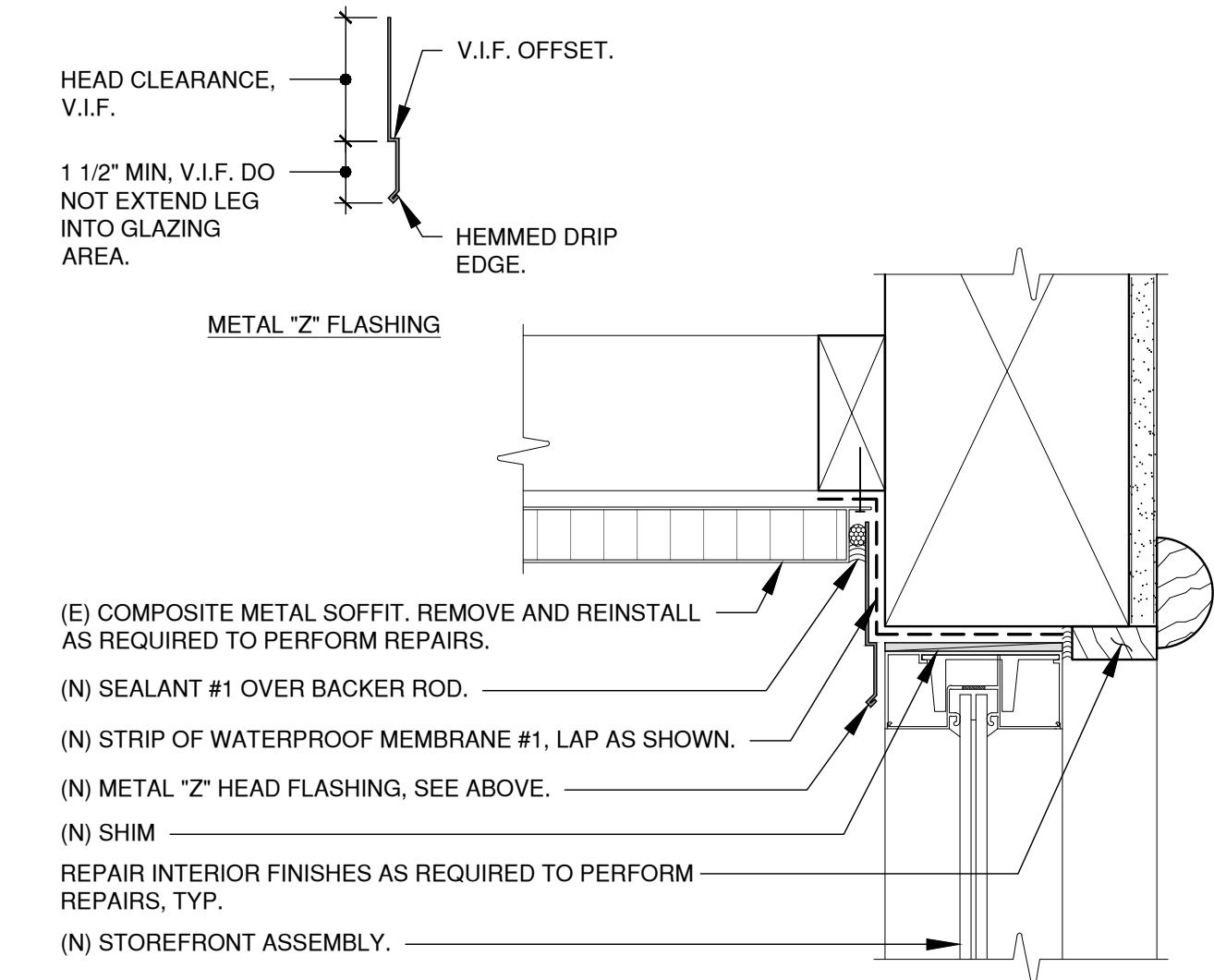
5 TYPICAL STOREFRONT WINDOW JAMB @ CMU WALL
3" = 1'-0"



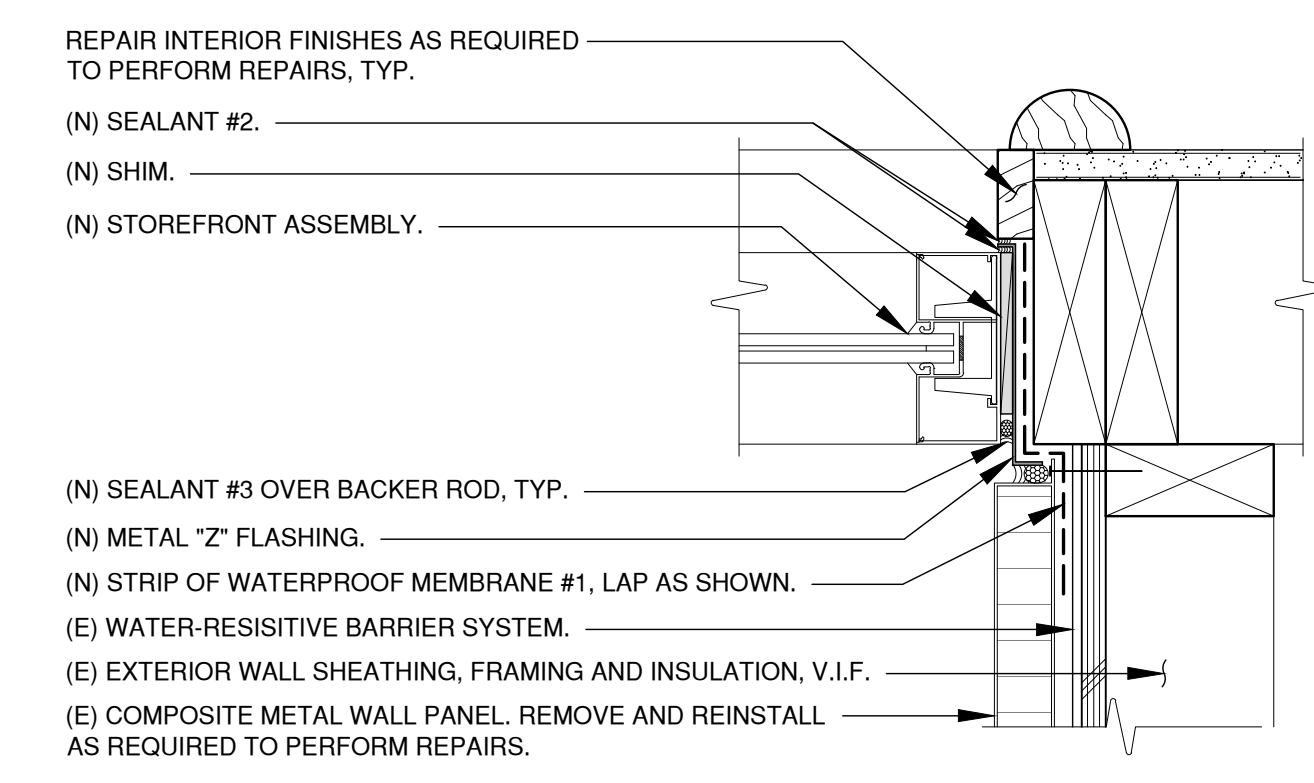
1 TYPICAL STOREFRONT SYSTEM AT BASE
3" = 1'-0"



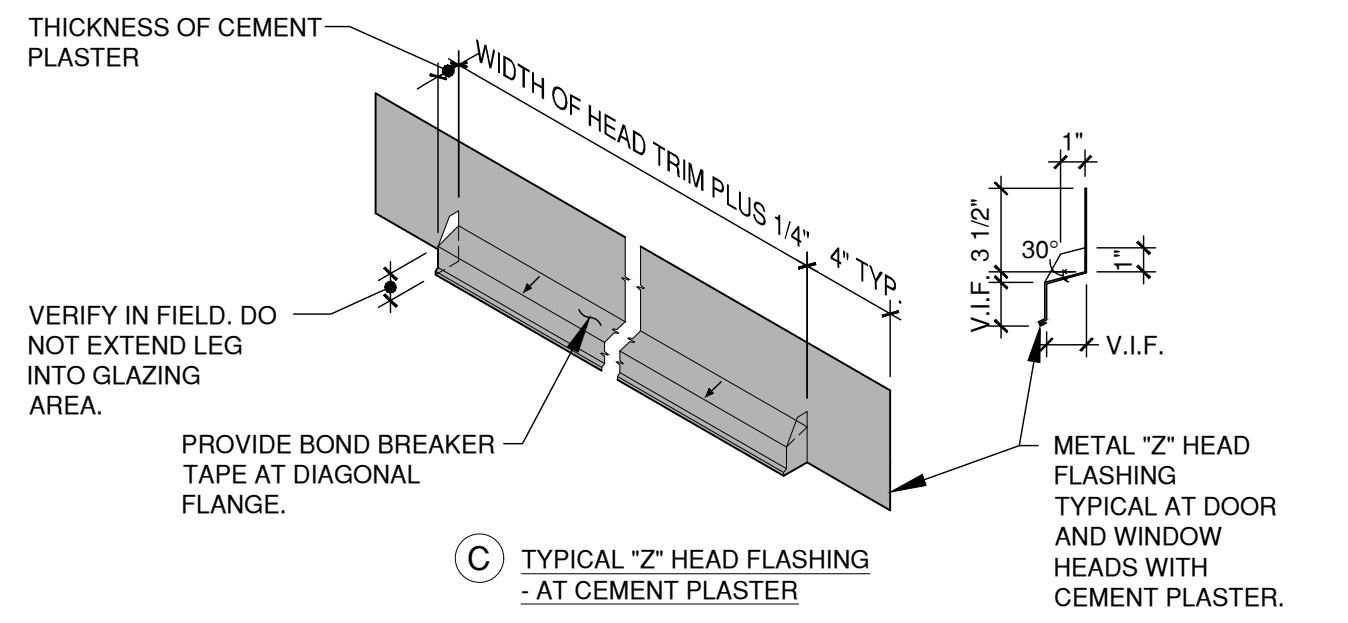
4 ADA DOOR THRESHOLD
3" = 1'-0"



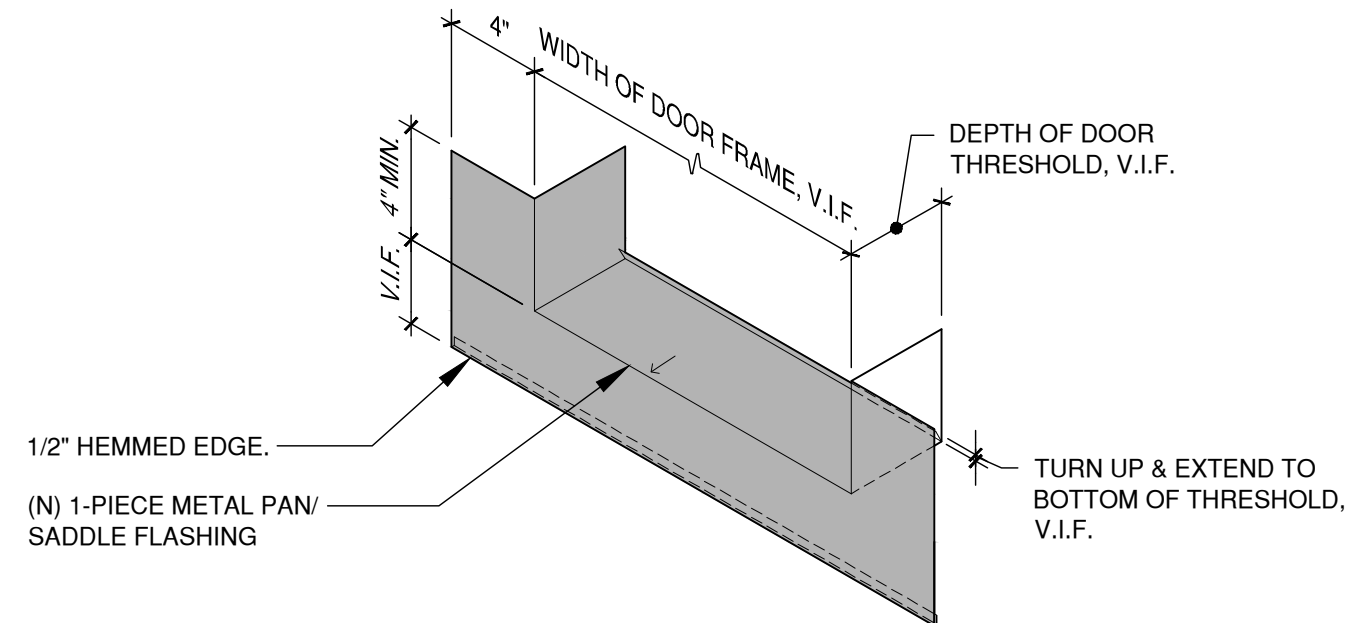
8 TYPICAL STOREFRONT SYSTEM AT RECESSED HEAD - METAL PANEL CLADDING
3" = 1'-0"



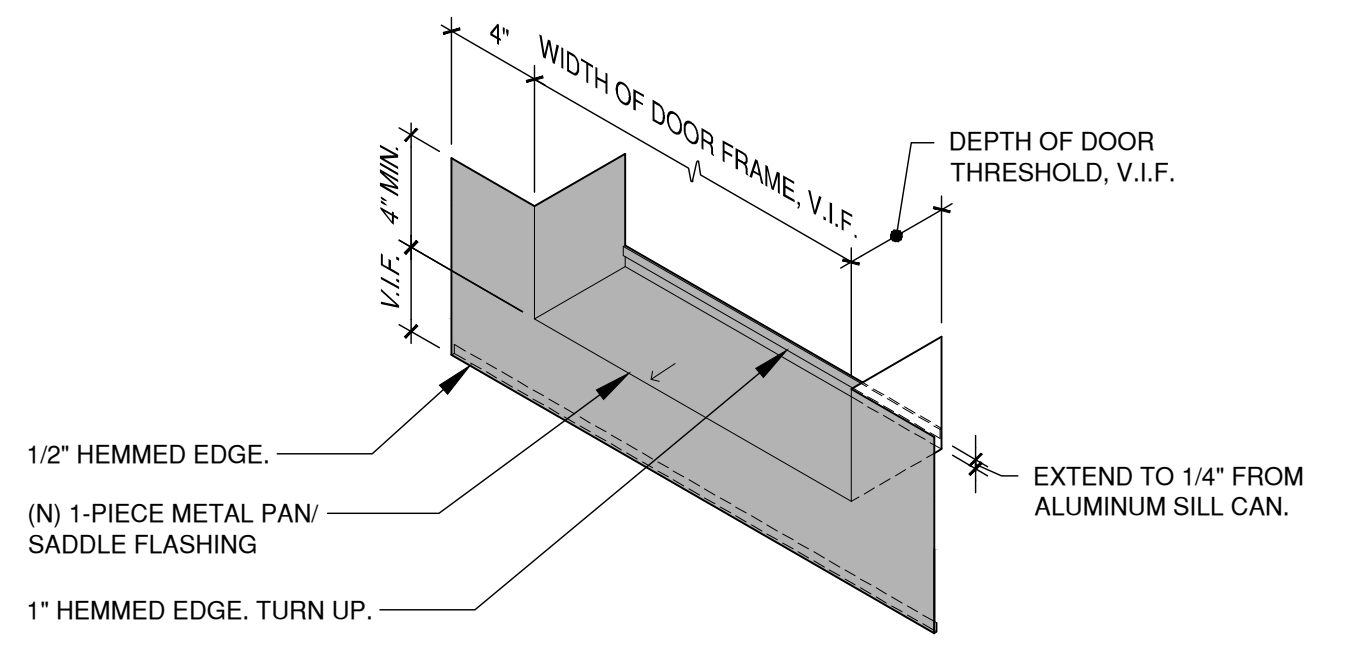
7 TYPICAL STOREFRONT SYSTEM AT RECESSED JAMB - METAL PANEL CLADDING
3" = 1'-0"



C TYPICAL 'Z' HEAD FLASHING - AT CEMENT PLASTER



B STOREFRONT DOOR PAN FLASHING

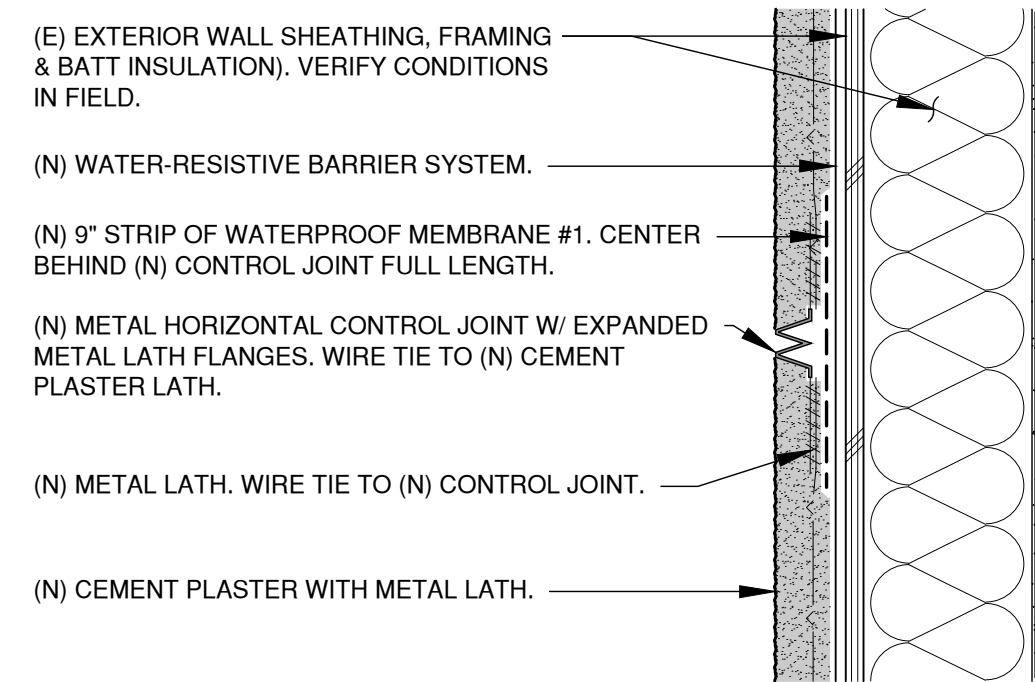


A DOOR PAN FLASHING

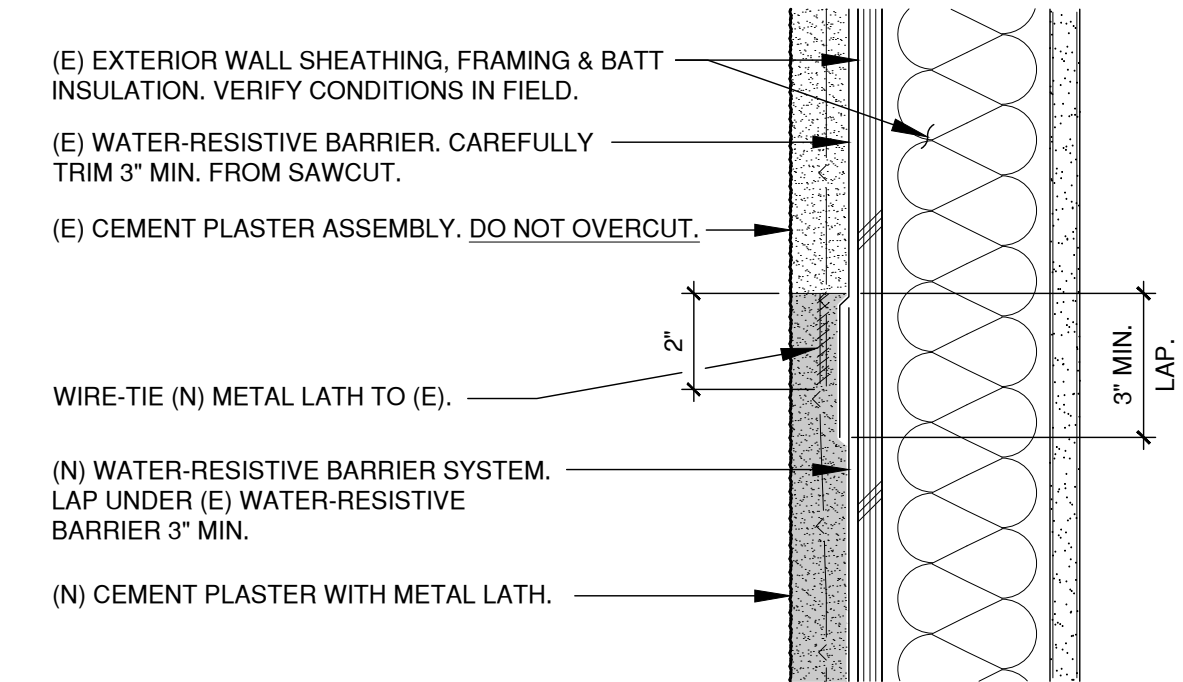
- NOTES:
1. SHOP PRIME ALL COMPONENTS.
2. SOLDER ALL JOINTS WATERTIGHT.
3. FABRICATE ALL COMPONENTS STRAIGHT & SQUARE.
4. REMOVE PRIMER FROM SOLDER LOCATIONS.
5. HEM ALL EXPOSED EDGES.
6. SEAL ALL LAPS WITH 3-BEADS OF SEALANT #1.

9 TYPICAL DOOR FLASHING ASSEMBLIES
NOT TO SCALE

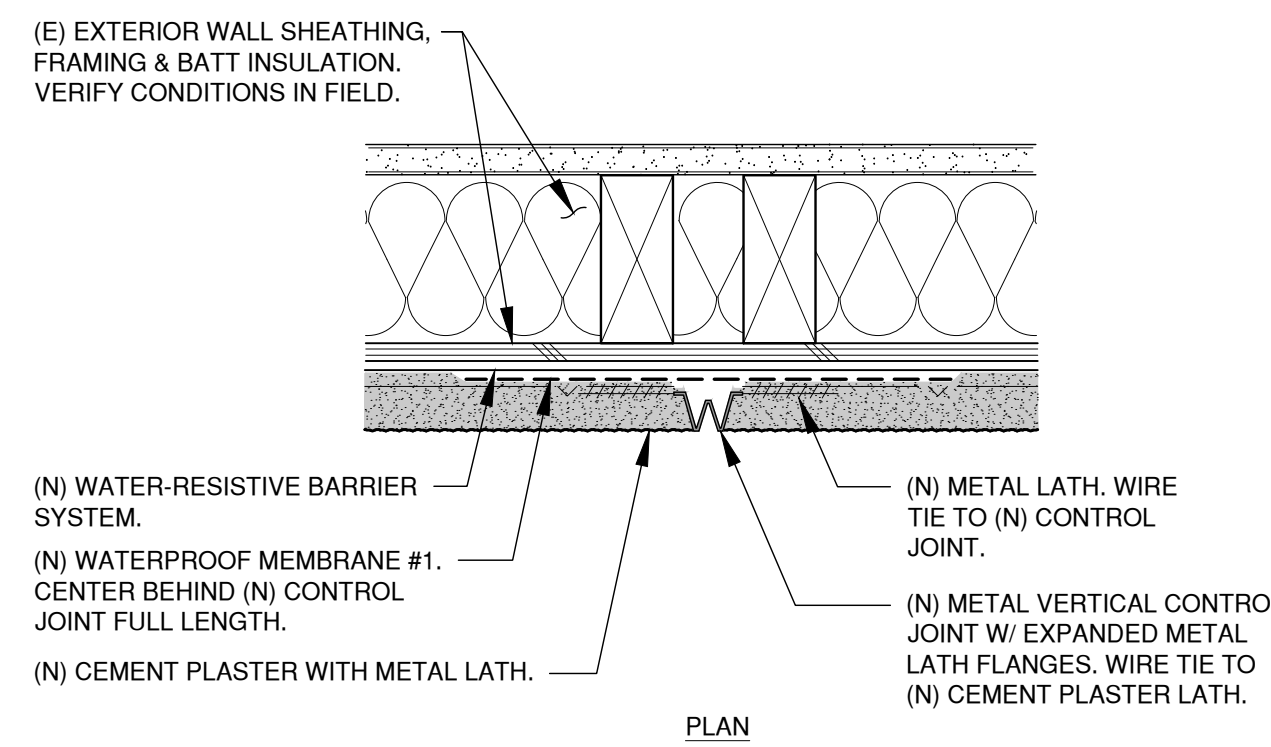
FOR BID PURPOSES ONLY
NOT FOR CONSTRUCTION



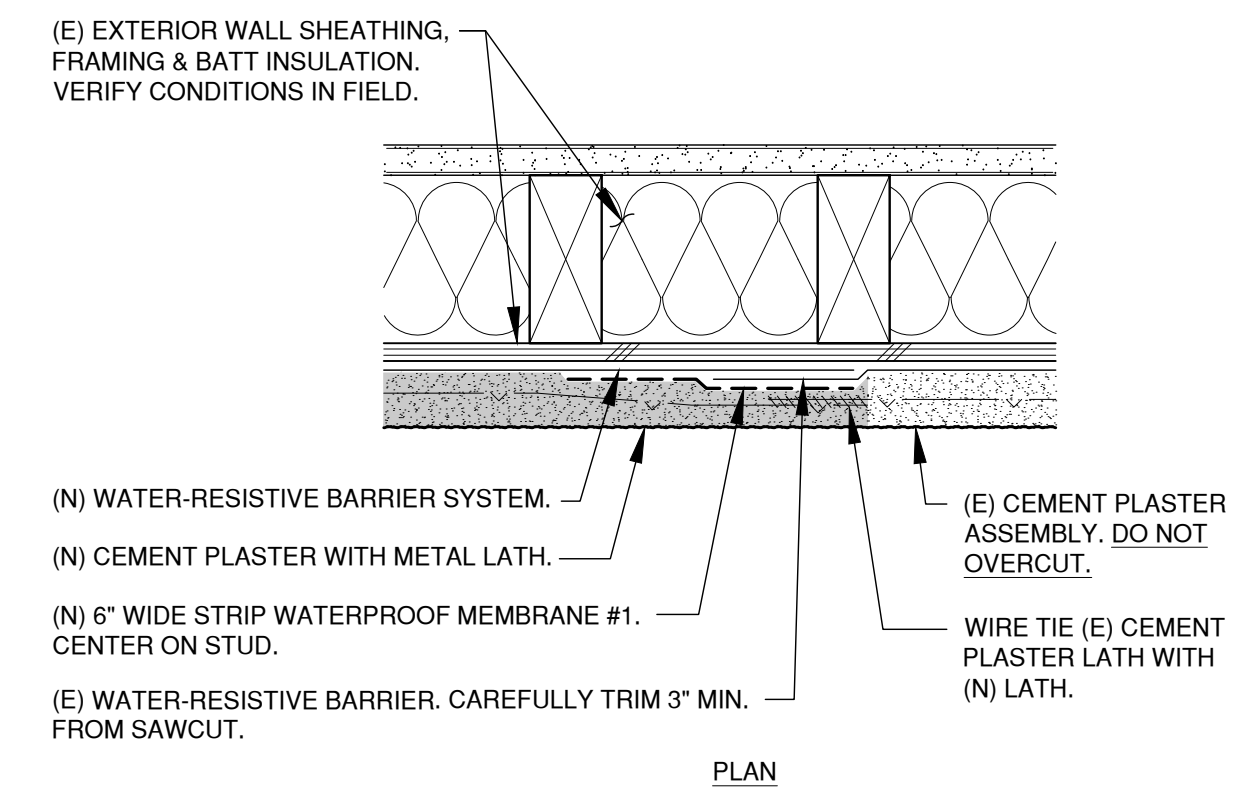
6 TYPICAL HORIZONTAL CONTROL JOINT
3" = 1'-0"



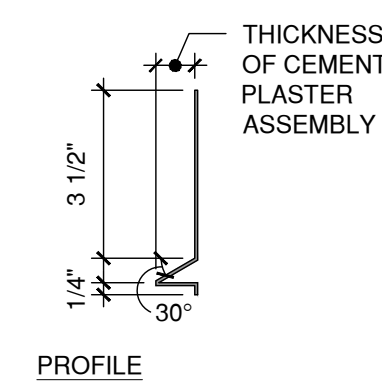
3 HORIZONTAL TRANSITION
3" = 1'-0"



5 TYPICAL VERTICAL CONTROL JOINT
3" = 1'-0"

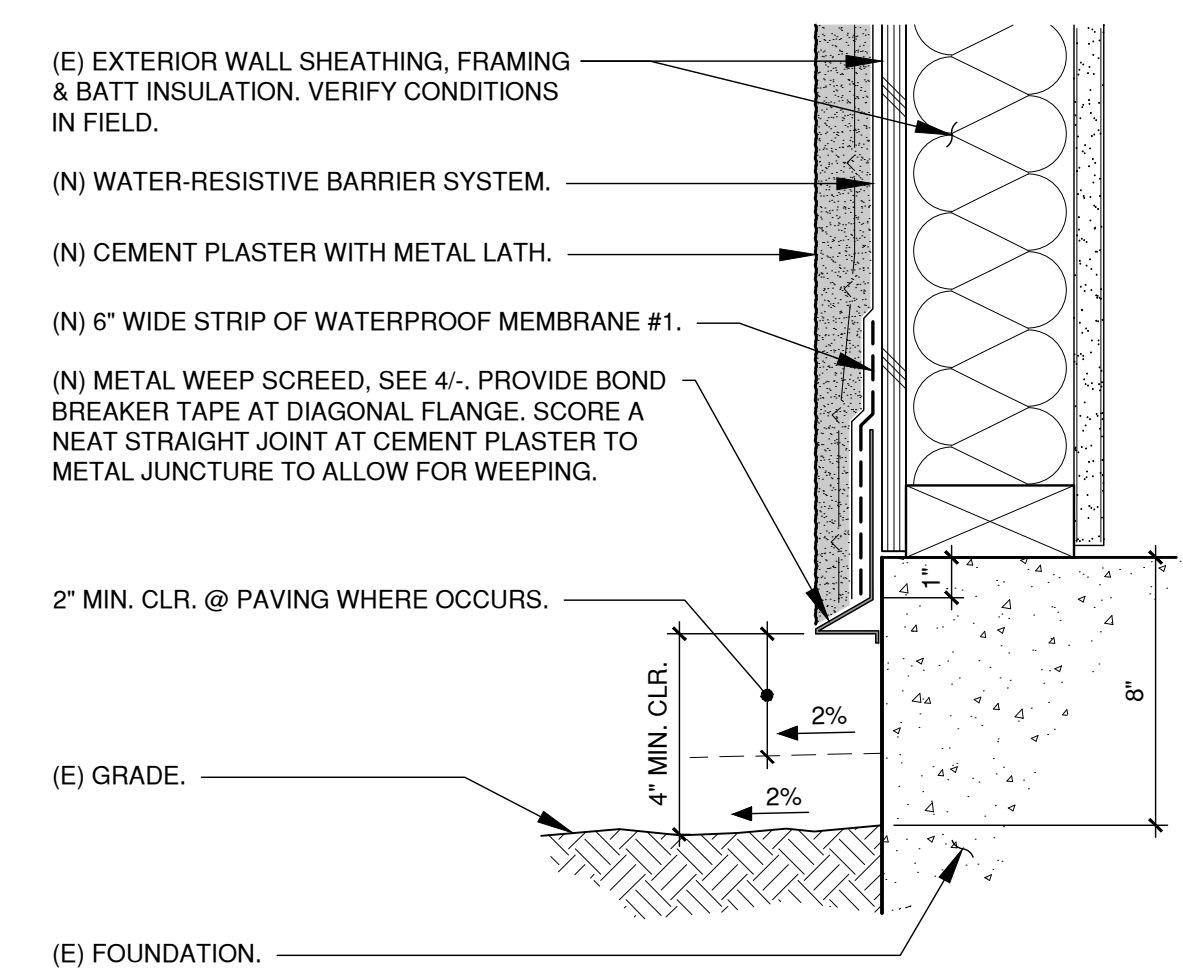


2 VERTICAL TRANSITION
3" = 1'-0"



- NOTES:
1. SHOP PRIME ALL COMPONENTS.
2. SOLDER ALL JOINTS WATERTIGHT.
3. FABRICATE ALL COMPONENTS STRAIGHT & SQUARE.
4. HEM ALL EXPOSED EDGES.
5. SEAL ALL LAPS WITH 3-BEADS OF SEALANT #1.

4 CEMENT PLASTER WEEP SCREED
NOT TO SCALE



1 TYPICAL WALL AT BASE
3" = 1'-0"

FOR BID PURPOSES ONLY
NOT FOR CONSTRUCTION



590 YGNACIO VALLEY RD.
SUITE 200
WALNUT CREEK
CA 94596
(925) 954-4978
RAVELAR.COM

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. ©2023

PETALUMA COMMUNITY CENTER
STOREFRONT REPLACEMENT
320 NORTH MCDOWELL BOULEVARD
PETALUMA, CA 94954

WINDOW SCHEDULE

NUMBER	TYPE	OVERALL DIMENSION		WINDOW			HARDWARE	REMARKS
		WIDTH	HEIGHT	FRAME	GLAZING	OPERATION		
A	2	4'-0"±	9'-2"±	A,PF	T, IC	F	-	-
B	2	4'-0"±	9'-2"±	A,PF	T, IC	F	-	-
C	2	4'-0"±	9'-2"±	A,PF	T, IC	F	-	-
D	1	5'-0"±	9'-2"±	A,PF	T, IC	F	-	-
E	3	16'-0"±	7'-2"±	A,PF	T, IC	F	-	-
F	3	16'-0"±	7'-2"±	A,PF	T, IC	F	-	-
G	3	16'-0"±	7'-2"±	A,PF	T, IC	F	-	-
H	3	16'-0"±	7'-2"±	A,PF	T, IC	F	-	-
J	4	16'-0"±	7'-2"±	A,PF	T, IC	F	-	-

DOOR SCHEDULE

NUMBER	TYPE	OVERALL DIMENSION		WINDOW			HARDWARE	REMARKS
		WIDTH	HEIGHT	FRAME	GLAZING	OPERATION		
1	-	3'-0"±	7'-0"±	A,PF	T, IC	SW	-	-
2	-	3'-0"±	7'-0"±	A,PF	T, IC	SW	-	-

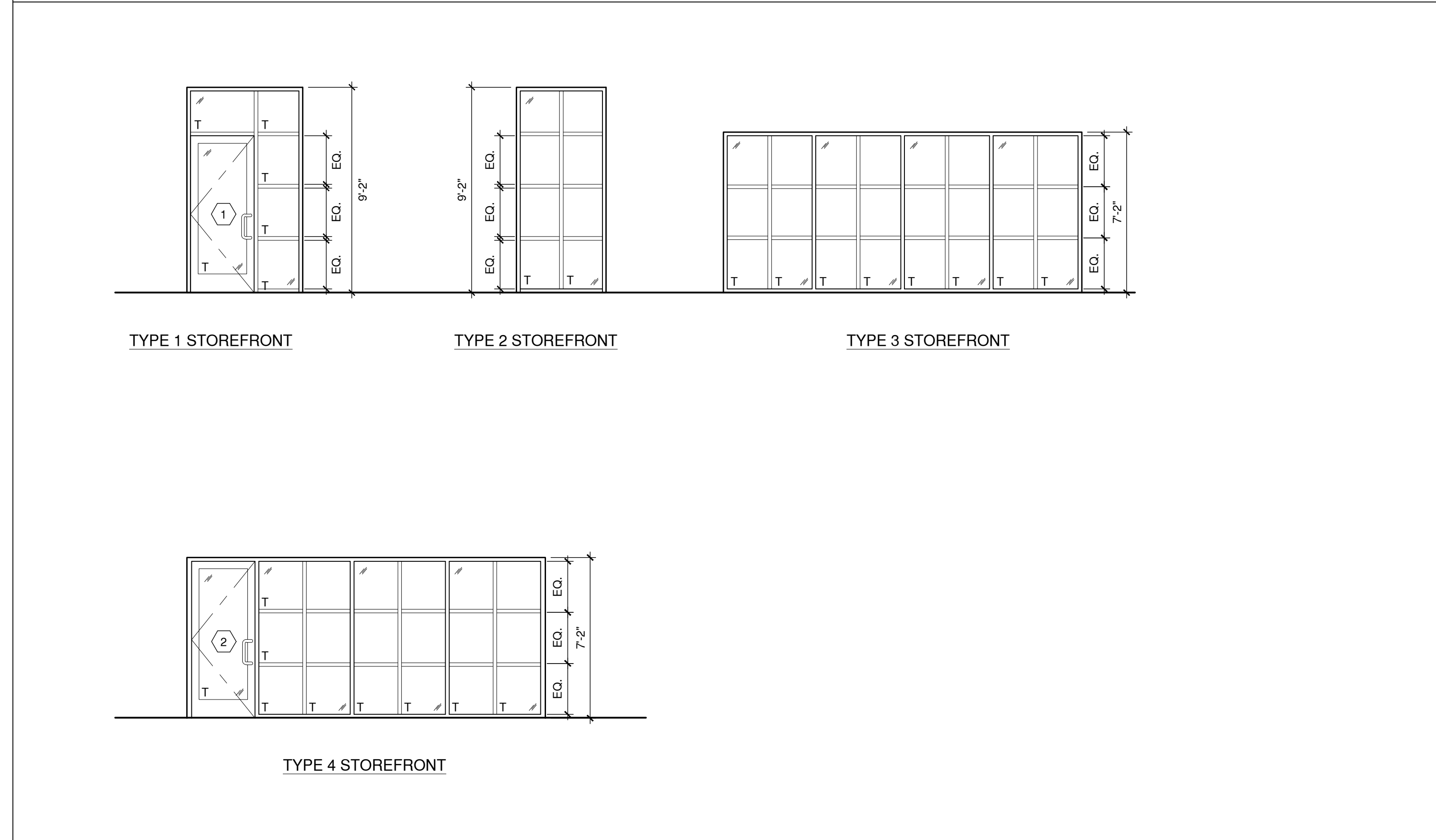
WINDOW / DOOR LEGEND

WINDOW, FRAME, & HARDWARE MATERIAL	FINISHES	OPERATION	GLAZING
A ALUMINUM	PF PRE-FINISHED MATERIAL	F FIXED SW SWING DOOR	IC INSULATED GLAZING T TEMPERED GLAZING (AT LOCATIONS WITHIN 24" FROM DOOR OR WITH SINGLE WINDOW PANE 9 SF OR GREATER)

WINDOW / DOOR NOTES

NOTES:
 1. THE ALTERED/REPLACEMENT FENESTRATION SHALL BE COG (CENTER OF GLASS) CERTIFIED: U-FACTOR (0.30 OR LESS) & SHGC (0.26 OR LESS) (I.E. DUAL PANE WITH A LOWE COATING & A THERMALLY BROKEN, METAL FRAME), & THE MINIMUM VISIBLE LIGHT TRANSMISSION SHALL BE 0.46 OR GREATER.
 2. FIELD VERIFY ALL DOOR DIMENSIONS AFTER REMOVAL OF FINISHES. DIMENSIONS NOTED ARE APPROXIMATE AND FOR REFERENCE PURPOSES ONLY.
 3. INSULATED GLAZING LOCATIONS PER TITLE-24 REPORT RECOMMENDATION.

WINDOW TYPES



NOTES: T = TEMPERED GLAZING

FOR BID PURPOSES ONLY
NOT FOR CONSTRUCTION

DRAWING:
DOOR/WINDOW SCHEDULE

SCALE: AS SHOWN
DATE: 04/25/2023

DRAWN BY: KP
CHECKED BY: DP
PROJECT#: 2017.270.01
SHEET:

A5.1

SECTION VII
CONSTRUCTION AGREEMENT

CONSTRUCTION AGREEMENT

FY ____ Fund ____ Cost Center ____ Object Code ____ Project # ____ Amount \$ ____

For multi-year contracts or contracts with multiple accounts:

FY ____ Fund ____ Cost Center ____ Object Code ____ Project # ____ Amount \$ ____

FY ____ Fund ____ Cost Center ____ Object Code ____ Project # ____ Amount \$ ____

FY ____ Fund ____ Cost Center ____ Object Code ____ Project # ____ Amount \$ ____

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20____, by
(city use only)

and between CITY OF PETALUMA (hereinafter called "CITY") and ____ (hereinafter called "CONTRACTOR").

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete the WORK as specified or indicated in the CITY'S Contract Documents entitled _____.

ARTICLE 2. COMPLETION OF WORK

The WORK shall be completed to the satisfaction of CITY within ____ (____) working days from the commencement date stated in the Notice to Proceed. In no event, however, shall the WORK to be performed under this contract be considered to be complete until all construction items called for on the drawings, and specifications have been completed and the contract price paid in full.

ARTICLE 3. LIQUIDATED DAMAGES

A. CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the CITY will sustain in the event of and by reason of the CONTRACTOR's failure to fully perform the WORK or to fully perform all of its contract obligations that have accrued by the time for completion as specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Special Provisions. It is, therefore, agreed in accordance with California Government Code Section 53069.85 that the CONTRACTOR will forfeit and pay to the CITY liquidated damages in the sum of ____ Dollars (\$____) per day for each and every calendar day that expires after the time for completion specified in Article 2 herein and/or as specified for completion of any scheduled operations or works described in the Special Provisions except as

otherwise provided by extension of time pursuant to Article 12 of the General Conditions. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this contract was made, and that the CITY may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the CONTRACTOR.

- B. Liquidated damages will continue to accrue at the stated rate until final completion of the WORK. Accrued liquidated damages may be deducted by the CITY from amounts due or that become due to the CONTRACTOR for performance of the WORK. Liquidated damages may not be waived or reduced by CITY unless expressly waived or reduced in writing by the ENGINEER.

ARTICLE 4. PREVAILING WAGES

- A. Pursuant to California Labor Code Section 1771, CONTRACTOR and any subcontractor shall pay all workers employed in execution of the WORK in accordance with the general rate of per diem wages specified for each craft, classification, or type of worker needed to execute the WORK. Copies of the prevailing rates of per diem wages are on file at the City Clerk's office and shall be made available to any interested party on request.
- B. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- C. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by California Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section. In addition, CONTRACTOR and any subcontractor shall submit certified payroll records to the Labor Commissioner online: <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>.
- D. CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1777.5, concerning apprentices, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with this section.
- E. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the WORK shall constitute a legal day's work under this Agreement. CONTRACTOR and any subcontractor shall pay workers overtime pay as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit Twenty-Five Dollars (\$25) for each worker employed in the

execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation so the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.

ARTICLE 5. CONTRACT PRICE

- A. CITY shall pay CONTRACTOR for completion of the WORK the sum of _____ Dollars (\$_____), based on the bid price of same and in accordance with the Contract Documents.
- B. Notwithstanding any provisions herein, CONTRACTOR shall not be paid any compensation until such time as CONTRACTOR has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business license pursuant to the Petaluma Municipal Code.
- C. In no case shall the total contract compensation exceed _____ Dollars (\$_____) without the prior written authorization by the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without the prior written authorization of the City Manager.

ARTICLE 6. BONDS

- A. Before entering upon the performance of the WORK, the CONTRACTOR shall furnish Performance and Labor and Materials Bonds, each in the amount of one hundred percent (100%) of the contract price, as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of Completion, except as otherwise provided by Law or Regulation or by the Contract Documents. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions.
- B. The CONTRACTOR shall guarantee the WORK to be free of defects in material and workmanship for a period of one (1) year following the CITY's acceptance of the WORK. The CONTRACTOR shall agree to make, at the CONTRACTOR's own expense, any repairs or replacements made necessary by defects in material or workmanship which become evident within the one-year guarantee period. The CONTRACTOR's guarantee against defects required by this provision shall be secured by a Maintenance Bond, in the amount of ten percent (10%) of the contract price, which shall be delivered by the CONTRACTOR to the CITY prior to acceptance of the WORK. The Maintenance Bond shall remain in force for one (1) year from the date of acceptance of the contracted WORK. The CONTRACTOR shall make all repairs and replacements within the time required during the guarantee period upon receipt of written order from the ENGINEER. If the CONTRACTOR fails to make the repairs and replacements within the required time, the CITY may do the work and the CONTRACTOR and the

CONTRACTOR's surety for the Maintenance Bond shall be liable to the CITY for the cost. The expiration of the Maintenance Bond during the one-year guarantee period does not operate to waive or void the one-year guarantee, as set forth herein.

- C. The form of the Performance, Labor and Materials, and Maintenance Bonds are provided by the CITY as part of the Contract Documents. Only such bond forms provided by the CITY are acceptable and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- D. If the surety on any Bond furnished by the CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and surety, which must be acceptable to the CITY.
- E. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of California to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

ARTICLE 7. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

ARTICLE 8. RETENTION

- A. Pursuant to Section 22300 of the California Public Contract Code, the CONTRACTOR may substitute securities for any money withheld by the CITY to ensure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY or with a state or federally chartered bank in California as to the escrow agent, who shall return such securities to the CONTRACTOR upon satisfactory completion of the Contract.
- B. Alternatively, the CONTRACTOR may request and the CITY shall make payment of retentions earned directly to the escrow agent at the expense of the CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investment of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the CONTRACTOR. The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow account and all expenses of the CITY. These expenses and payment terms shall be determined by the CITY's Finance Director or his/her designee and the escrow agent. Upon satisfactory completion of the Contract, the

CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of this section. The CONTRACTOR shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to ensure the performance of the CONTRACTOR.

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

ARTICLE 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the CITY and the CONTRACTOR concerning the WORK consist of this Agreement and the following attachments to this Agreement:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits
- Labor and Materials Bond
- Performance Bond
- Maintenance Bond
- General Conditions
- Supplementary General Conditions (if any)
- Specifications
- Special Provisions
- Drawings
- Federal Wage Rates dated _____ (if applicable)
- Form FHWA-1273 (if applicable)
- Addenda (if any)
- Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 9. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.5 of the General Conditions.

ARTICLE 10. INSURANCE

The applicable insurance requirements, as approved by the City's Risk Manager, are set forth in **Exhibit B**, attached hereto and incorporated by reference herein. *[City use: check one.]*

ARTICLE 11. INDEMNIFICATION

- A. CONTRACTOR shall indemnify, defend with counsel acceptable to CITY, and hold harmless to the full extent permitted by law, CITY and its officers, officials, employees, agents and volunteers from and against any and all alleged liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR's performance of the WORK or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of the CITY. Such indemnification by the CONTRACTOR shall include, but not be limited to, the following:
1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its subcontractors, employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, or agents;
 2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's, or Supplier's own employees, or agents engaged in the WORK resulting in actions brought by or on behalf of such employees against the CITY and/or the ENGINEER;
 3. Liability or claims arising directly or indirectly from or based on the violation of any Laws or Regulations, whether by the CONTRACTOR, its subcontractors, employees, or agents;
 4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its subcontractors, employees, or agents in the performance of this Agreement of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specified stipulated in this Agreement;
 5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the CITY or any other parties by the CONTRACTOR, its subcontractors, employees, or agents;
 6. Liability or claims arising directly or indirectly from the willful misconduct of the CONTRACTOR, its subcontractors, employees, or agents;
 7. Liability or claims arising directly or indirectly from any breach of the obligations assumed in this Agreement by the CONTRACTOR;
 8. Liability or claims arising directly or indirectly from, relating to, or resulting from a hazardous condition created by the CONTRACTOR, Subcontractors, Suppliers, or any of their employees or agents, and;
 9. Liability or claims arising directly, or indirectly, or consequentially out of any action, legal or equitable, brought against the CITY, the ENGINEER, their consultants, subconsultants, and the officers, directors, employees and agents of each or any of them, to the extent caused by the CONTRACTOR's use of any premises acquired by permits, rights of way, or easements, the Site, or any land or area contiguous thereto or its performance of the WORK thereon.

- B. The CONTRACTOR shall reimburse the CITY for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs of appeal) incurred by said CITY in enforcing the provisions of this Paragraph.
- C. The indemnification obligation under this Article 11 shall be in addition to, and shall not be limited in any way by any limitation on the amount or type of insurance carried by CONTRACTOR or by the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts. The CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- D. Pursuant to California Public Contract Code Section 9201, City shall timely notify Contractor of receipt of any third-party claim relating to this Agreement.

ARTICLE 12. DISCLAIMER AND INDEMNITY
CONCERNING LABOR CODE SECTION 6400

By executing this agreement the CONTRACTOR understands and agrees that with respect to the WORK, and notwithstanding any provision in this contract to the contrary, the CONTRACTOR, and/or its privities, including, without limitation, subcontractors, suppliers and other engaged by the CONTRACTOR in the performance of the WORK shall be "employers" for purposes of California Labor Code Section 6400 and related provisions of law, and that neither CITY nor its officials, officers, employees, agents, volunteers or consultants shall be "employers" pursuant to California Labor Code Section 6400 with respect to the performance of the WORK by the CONTRACTOR and/or its privities.

The CONTRACTOR shall take all responsibility for the WORK, shall bear all losses and damages directly or indirectly resulting to the CONTRACTOR, any subcontractors, the CITY, its officials, officers, employees, agents, volunteers and consultants, on account of the performance or character of the WORK, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the CONTRACTOR or of any subcontractor, including, without limitation, all losses, damages or penalties directly or indirectly resulting from exposure to hazards in performance of the WORK in violation of the California Labor Code. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, its officials, officers, employees, agents, volunteers and consultants from and against any or all losses, liability, expense, claim costs (including costs of defense), suits, damages and penalties (including, without limitation, penalties pursuant to the California Labor Code) directly or indirectly resulting from exposure to hazards in performance of the WORK in violation of the California Labor Code, except such liability or costs caused by the active negligence, sole negligence or willful misconduct of the CITY.

ARTICLE 13. INDEPENDENT CONTRACTOR

It is understood and agreed that in the performance of this Agreement, CONTRACTOR (including its employees and agents) is acting in the capacity of an independent contractor, and not as an agent or employee of the CITY. CONTRACTOR has full control over the means and methods of performing said services and is solely responsible for its acts and omissions, including the acts and omissions of its employees and agents.

ARTICLE 14. SUBCONTRACTORS

CONTRACTOR must obtain the CITY’s prior written consent for subcontracting any WORK pursuant to this Agreement. Any such subcontractor shall comply, to the extent applicable, with the terms and conditions of this Agreement. Any agreement between CONTRACTOR and a subcontractor pursuant to this Agreement shall provide that the subcontractor procure and maintain insurance coverage as required herein and which shall name CITY as an additional insured.

ARTICLE 15. COMPLIANCE WITH LAWS/NON-DISCRIMINATION

CONTRACTOR shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. CONTRACTOR shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

ARTICLE 16. NOTICES

All notices required or permitted by this Agreement, including notice of change of address, shall be in writing and given by personal delivery or sent postage prepaid and addressed to the parties intended to be notified, as set forth herein. Notice shall be deemed given as of the date of delivery in person or as of the date deposited in any post office or post office box regularly maintained by the United States Postal Service, unless otherwise stated herein. Notice shall be given as follows:

CITY: City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Telephone: (707) 778-4360

CONTRACTOR: _____
(Contact Name)

(Business Name)

(Address)

(City, State, Zip)

(Telephone)

(E-mail)

ARTICLE 17. GOVERNING LAW/VENUE

This Agreement shall be construed and its performance enforced under California law. Venue shall be in the Superior Court of the State of California in the County of Sonoma.

ARTICLE 18. NON-WAIVER

The CITY's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

ARTICLE 19. THIRD PARTY BENEFICIARIES

The Parties do not intend, by any provision of this Agreement, to create in any third party any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

ARTICLE 20. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 21. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise enforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY

CONTRACTOR _____

City Manager

By _____
(CORPORATE SEAL)

ATTEST:

Attest: _____

City Clerk

Address for giving notices:

APPROVED AS TO FORM:

City Attorney

Agent for service of process:

License Number

Taxpayer I.D. Number

Petaluma Business Tax Certificate Number

file name:

END OF AGREEMENT

AGREEMENT CERTIFICATE
(if Corporation)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____
_____ a
corporation existing under the laws of the State of _____, held on
_____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____
President of the Corporation, be and is hereby authorized to execute the
Agreement dated _____, 20____, by and between
this Corporation and _____ and that his/her execution
thereof, attested by the Secretary of the Corporation, and with the Corporate Seal
affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the corporation this _____, day of _____, 20____.

Secretary

(SEAL)

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Petaluma, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, WE, the Principal and _____, duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Petaluma, hereinafter called "City," in the penal sum of _____ Dollars (\$____) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these present. The conditions of this obligation are such that if the above-bound Principal, the Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their 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, and shall indemnify and save harmless the City of Petaluma, its officers, agents, employees, and volunteers, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

And the said Surety, for value received, hereby stipulates and agrees that upon termination of the Contract for cause, the Obligee reserves the right to refuse tender of the Principal by the Surety to complete the Contract work.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20_____.

PRINCIPAL

SURETY

By _____

By _____

Name and Title

Name and Title

Address

City State Zip

Phone Number

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

City Manager

City Attorney

END OF FAITHFUL PERFORMANCE BOND

LABOR AND MATERIALS BOND

WHEREAS, the City of Petaluma, State of California, and _____ (hereinafter designated as “Principal”) have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which said agreements, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Petaluma, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, duly authorized to transact business under the laws of the State of California, as corporate surety, are held firmly bound unto the City of Petaluma, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California, in the sum of _____ Dollars (\$_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any

manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _____, 20_____.

PRINCIPAL

SURETY

By _____

By _____

Name and Title

Name and Title

Address

City State Zip

Phone

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk)..

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

City Manager

City Attorney

END OF LABOR AND MATERIALS BOND

MAINTENANCE BOND

WHEREAS, the City Council of the City of Petaluma (“City”) and _____, (hereinafter designated as “Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20_____, and identified as project _____, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a maintenance bond for the correction of any defects due to defective materials or workmanship in the work performed under said agreement.

NOW, THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the City of Petaluma in the penal sum of _____ Dollars (\$_____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance of the contracted work, the Principal upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

As part of this obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20____.

PRINCIPAL

SURETY

By_____

By_____

Name and Title

Name and Title

Address

City State Zip

Phone Number

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent’s power of attorney attached. Also verify that Surety is an “Admitted Surety” (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

City Manager

City Attorney

END OF MAINTENANCE BOND

