

CONTRACT DOCUMENTS FOR

**CITY HALL WEST WING
PERMIT CENTER, AND COUNCIL
CHAMBERS C11202017,**

**CITY PROJECT NUMBER: C11202017,
AND C11202019**

Notice Inviting Bids, Instructions to Bidders, Bid Forms, General Conditions, Special Provisions, Technical Provisions, Construction Agreement and Project Detail Drawing

CITY OF PETALUMA – SONOMA COUNTY – CALIFORNIA



**Department of Public Works and Utilities
202 N McDowell Blvd., Petaluma, CA 94954
Phone: 707.778.4546 Fax: 707.206.6034**

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

City of Petaluma
Attention: Diane Ramirez, Project Manager
11 English Street, Petaluma, CA 94952
(707) 975-5163
dramirez@cityofpetaluma.org

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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 1:15PM (enter time) on July 27, 2023, for the City Hall West Wing Permit Center and Council Chambers. 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 1:15 PM (enter time) on July 27, 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 sixty (60) working days after the commencement date stated in the Notice to Proceed.
4. **DESCRIPTION OF WORK:** The WORK includes The intent of the work is to centralize the City's permit departments into one location within Petaluma's City Hall West Wing, provide adequate and modernized counter workspaces, and a welcoming and refreshed lobby space. The work to be done includes, in general, select removal of portions of walls, ceiling, floors, and cabinetry, and in some cases, removal of only the wall, ceiling and floor finished surface according to the contract specifications. The work also includes, in general, moving plumbing, electrical, and HVAC connections and fixtures. The work includes maintaining a suitable interior environment for continuing City Hall operations and doing other work specified in these special provisions and as shown on the plans. The work in the Council Chambers includes minor modifications to remove defunct boiler equipment, make accessibility upgrades and add new finishes.
5. **SITE OF WORK:** The site of the WORK is located: 11 English Street, Petaluma, CA.
6. **OBTAINING CONTRACT DOCUMENTS:** The Contract Documents are entitled "City Hall West Wing Permit Center and Council Chambers".

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. 707-975-5163, Attention: Diane Ramirez, 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 Digitech Reprographics, 1340 Commerce St, Suite K, Petaluma, CA 94954, 707-769-0410, order@digitechprints.com.

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 or B 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 site notices as required by Labor Code section 1771.4.

13. LABOR COMPLIANCE PURSUANT TO CALIFORNIA LABOR CODE §1771.1: A contractor or 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 9:00AM (*enter time*) on Friday July 7, 2023 at the Building and Planning Department at 11 English Street, Petaluma, CA 94952 . Following the conference 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 working in an occupied facility 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: 11 English Street
Petaluma, CA 94952

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: June 28, 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 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 Bid
Proposal dated _____, 20____, for the _____
_____ project, in the City of Petaluma, 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)

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)

BID PROPOSAL CERTIFICATE
(if Joint Venture)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

_____ a joint venture existing under the laws of the State of _____,
held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as
_____ of the joint venture, 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 Joint Venture.”

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____.

Managing Partner

(SEAL)

BID PROPOSAL CERTIFICATE
(if Proprietorship)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that _____, as owner of
_____ that I am authorized to execute the
Bid Proposal dated _____, 20____, for the _____
_____ project, in the City of Petaluma, and that my execution
thereof shall be the official act and deed of this proprietorship.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the corporation this _____, day of _____, 20_____.

Owner

(SEAL)

SECTION I

BID FORMS
(TO BE SUBMITTED WITH BID)

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

BID PROPOSAL 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 Bid
Proposal dated _____, 20____, for the _____
_____ project, in the City of Petaluma, 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)

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)

BID PROPOSAL CERTIFICATE
(if Joint Venture)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____

a joint venture existing under the laws of the State of _____,
held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as
_____ of the joint venture, 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 Joint Venture.”

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____.

Managing Partner

(SEAL)

BID PROPOSAL CERTIFICATE
(if Proprietorship)

STATE OF CALIFORNIA)
) ss:
COUNTY OF)

I HEREBY CERTIFY that _____, as owner of
_____ that I am authorized to execute the
Bid Proposal dated _____, 20____, for the _____
_____ project, in the City of Petaluma, and that my execution
thereof shall be the official act and deed of this proprietorship.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the corporation this _____, day of _____, 20_____.

Owner

(SEAL)

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 or B 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

**CITY HALL WEST WING PERMIT CENTER, AND COUNCIL CHAMBERS
PROJECT NUMBER C11202017, AND C11902019**

SCHEDULE OF BASE BID PRICES FOR PERMIT CENTER

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization, Demolition and Site Protection	1	LS		
2	Hazardous Materials-Asbestos Abatement	1	LS		
3	Linoleum Tile Flooring (incl. wall base)	1	LS		
4	Carpet Tile Flooring (incl. wall base)	1	LS		
5	Interior Aluminum Storefront	1	LS		
6	Walls (modification, construction, finishing)	1	LS		
7	Paint	1	LS		
8	Ceiling	1	LS		
9	Cabinetry and Counters at Service Area	1	LS		
10	Doors - Single Aluminum Storefront	3	EA		
11	Architectural Glazing and Hardware	1	LS		
12	Display Cases	1	EA		
13	Door Modification Existing	2	EA		
14	Toilet Partitions	1	LS		
15	Ceramic Tile	1	LS		
16	Restroom Fixtures – Lavatory Sink	2	EA		
17	Restroom Fixtures – Lavatory Faucet	2	EA		
18	Restroom Fixtures – Toilet	2	EA		
19	Restroom Fixtures – Flushometer	2	EA		
20	Restroom Accessories	1	LS		
21	Plumbing	1	LS		
22	HVAC Modifications	1	LS		
23	Electrical Modifications	1	LS		
24	Lighting A	6	EA		
25	Lighting B	7	EA		
26	Lighting C	10	EA		
27	Lighting D	3	EA		
28	Signage - Interior	9	EA		
29	Signage - Exterior	4	EA		

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
30	Emergency and Exit Lighting	3	EA		
SCHEDULE OF BASE BID PRICES FOR COUNCIL CHAMBERS					
31	Mobilization, Demobilization, Site Protection	1	LS		
32	Demolish Wall Vents	1	LS		
33	Demolition at Low Wall	1	LS		
34	Demolish Wall Box	1	LS		
35	Metal Grille	1	LS		
36	Handrails	1	LS		
37	Vertical Screen at Dais	1	LS		
38	Vertical Screen at Low Wall	1	LS		
39	New Blind Gate with Hardware	1	LS		
40	New Wood Panels	1	LS		

Base Bid \$ _____

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

<p>Total Amount of Base Bid (written in words) is: _____</p> <p>_____ Dollars and</p> <p>_____ Cents.</p> <p style="text-align: center;">In the event of discrepancy between words and figures, the words shall prevail.</p> <p style="text-align: center;">\$ _____</p> <p style="text-align: center;">Figures</p>

Note: The award of the contract shall be awarded to the lowest price of the total of 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: _____

Addendum No. 4 Signature Acknowledging Receipt: _____ Date: _____

Addendum No. 5 Signature Acknowledging Receipt: _____ Date: _____

Addendum No. 6 Signature Acknowledging Receipt: _____ Date: _____

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

BIDDER QUALIFICATIONS

All Bidders shall submit a completed Qualifications and References form as specified herein as an attachment to the Bid Documents.

- 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 construction work to facilities.
 2. Satisfactory experience on public works projects, with no history of default termination within five years.
 3. Within the past year, completed five construction projects of similar modifications with a contract dollar amount of at least the bid contained herein or more.
 4. 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.
 5. Experience Modification Rate of 1.20 or less for both multi-year average and last year.
 6. Evidence that Bidder and its team, to the extent Bidder performs such Work itself, have the personnel and equipment of sufficient quantity and quality to perform the Work under Contract Documents in a timely and Specification-compliant manner. Evidence that the Bidder's subcontractors, including without limitation, shall be found responsible to perform the Work. (Unless the designated Subcontractors are found responsible, Bidder will be found non-responsible.):
 - a. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project. Provide names and resumes of Project Manager and Superintendent.
 - b. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under Contract Documents. Minimum experience requirements of Key Personnel including the completion of two projects of similar nature and complexity and having five years of experience on projects of similar nature and complexity.
 7. Failure to complete a public works construction project within time allowed:
 - a. Any history within the past five (5) years that Bidder ever failed to complete a public works construction project in Petaluma within the time allowed by the contract, including written agreed upon contract time extensions or liquidated damages will eliminate bidder.
 - b. For any other jurisdictions, Bidder shall provide failure to complete history within last five (5) years. Information to include: jurisdiction name, address, telephone number of the owner of such public works construction project including the name of the agencies' contact person, and further, describe in detail the nature of the improvement work.

8. The Prime contractor (Bidder) shall perform at least 25% of the work. Provide percentage of work (by task) to be performed by subcontractors on List of Subcontractors submitted with bid documents.
- B. City 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.

**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

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
Sink Faucet		
Flushometer		
Soap Dispenser		
Restroom Compartment		
Restroom Compartment Hardware		
Door Push Plate		
Paper Towel Dispenser		
Exterior Directional Sign		
Water Fountain Pedestrian Protection		
Tempered Glass Screens		
Tempered Glass Screen Hardware		
Lineoleum Tile		
Carpet Tile		
Rubber Baseboard		
Ceiling Tiles		

Cabinetry Hardware

Cabinetry Grommets

Aluminum Door

Door Hardware

Display Case

Paint

Light Fixture A

Light Fixture B

Light Fixture C

Light Fixture D

Seat Cover Dispenser

Paper Towel Dispenser

Interior Signage

Ceramic Tile

Toilet Paper Dispenser

Toilet

Sink

Aluminum Storefront

Handrails

Vertical Screen

Wood Panels

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

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

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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 III

SPECIAL PROVISIONS

3-1 DESCRIPTION OF WORK – The intent of the work is to centralize the City’s permit departments into one location within Petaluma’s City Hall West Wing, provide adequate and modernized counter workspaces, and a welcoming and refreshed lobby space. The work to be done includes, in general, select removal of portions of walls, ceiling, floors, and cabinetry, and in some cases, removal of only the wall, ceiling and floor finished surface according to the contract specifications. The work also includes, in general, moving plumbing, electrical, and HVAC connections and fixtures. The work in the Council Chambers includes, in general, select removal of decommissioned radiant heat vents and other features within the space in order to install new wood veneer, visual screens and an alternate passage door and handrails. The work includes maintaining a suitable interior environment for continuing City Hall operations and doing other work specified in these special provisions and as shown on the plans.

3-2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS – 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 clarify 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) Technical Specifications
- 4) Standard Specifications (Building Code)
- 5) Drawings
- 6) Special Provisions
- 7) General Conditions
- 8) Instructions to Bidders
- 9) Contractor’s Bid (Bid Form)
- 10) Notice Inviting Bids
- 11) Permits from other agencies as may be required by law.

3-3 COOPERATION - Attention is directed to Sections 5-1.20, "Coordination with Other Entities", and 5-1.36D, "Non-highway Facilities", of the Standard Specifications and these special provisions.

The Contractor shall be advised that City Hall will be staffed and Building Department and Planning staff will continue to work in the building and respond to community inquiries and applications. The Contractor will provide at all times unobstructed ingress and egress from the building for both personnel and equipment.

The Contractor shall perform all work so as to cause minimum inconvenience to personnel and in no event will the Contractor be permitted to shut off water or power service without Engineer's prior written approval. The Contractor shall notify personnel in writing forty-eight (48) hours in advance of any discontinuance of service due to performance of the work. The City shall first approve the notice and hours of shutdown.

Before any shutdown of water or electrical service for new connections to be made, the Contractor shall secure approval from the Engineer and show that all necessary labor, equipment, and materials (especially pipes, fittings, nuts, bolts, gaskets, etc.) are on the job site and ready for use.

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.

The Contractor shall not adjust gas, electric, television cable, telephone, and Sonoma County structures located in the public right of way. The Contractor will notify each agency at least seven (7) working days prior who will in turn adjust their own structures. Failure to do so shall result in the Contractor being liable for the utility agencies' claims.

3-4 OBSTRUCTIONS - Attention is directed to 5-1.36D, "Non-highway Facilities", and 15, "Existing Facilities", of the Standard Specifications and these special provisions.

The Contractor's attention is directed to the existence of certain facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine and toxic or flammable gases; natural gas in pipelines greater than six (6) inches in diameter or pipelines operating at pressures greater than sixty (60) psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least five (5) working days prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert
Northern California (USA)
Telephone: 811 or (800) 227-2600

If the Contractor's certain operation is delayed, in the opinion of the Engineer, by the discovery of an underground utility not indicated on the plans or not marked by USA, the Contractor shall be paid a fair and reasonable compensation for the actual loss. Actual loss shall be understood to include no items of expense other than idle time of equipment

exclusively used in such operation and necessary payments for idle time of labor exclusively required for such operation only, determined as follows:

1. Compensation for idle equipment shall be applied at the reduced Caltrans' Equipment Rental Rates where the right of way delay factor for each classification of equipment shall be applied to such equipment rental rate. No markup shall be applied for overhead or profit.
2. Compensation for idle time of labor shall be actual wages paid to the workers. No markup shall be added for overhead and profit.
3. The time for which such compensation will be paid will not exceed eight (8) hours for each incident.
4. The Contractor shall be granted an extension of time for the delay.
5. No monetary compensation will be allowed for delays due to utilities indicated on the plans or marked by USA.

3-5 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 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.

3-6 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 City will issue a Notice of Award to order the materials necessary to complete the

project. The contractor shall place the equipment and material orders within five (5) days of the Notice of Award and provide confirmation to the City in writing.

Building Permit: The Contractor shall obtain the City building permit prior to start of work. All fees will be paid by the City.

Site Construction: The Contractor shall propose a construction start date to the City after providing written documentation from the manufacturer regarding the arrival date of the equipment and 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 City departments and maintain safety. The contractor may determine where to start and in what sequence to work. If the City determines the contractor's construction schedule and work plan to be acceptable, the City will issue a Notice to Proceed with Construction.

3-7 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.

- 3-8 TEMPORARY STORAGE FACILITIES AND PARKING – The Contractor shall provide temporary lockable storage units for project materials, tools and equipment as needed. The Contractor may place a lockable storage container on site for the duration of the work. The storage container outside dimensions will not be larger than twenty (20') feet, by forty (40') feet, by ten (10') feet high. The storage container shall contain materials, tools and equipment necessary for only this project. The storage container shall not contain garbage or recycling. The storage container shall be removed from the site before the end of the fifth business day after the substantial completion. Engineer shall approve the location before the Contractor is allowed to place the storage facility on site.

The Contractor may park vehicles on the City property while the Contractor is on site working on the project. It is the Contractor's responsibility to abide by posted parking signs. The City will not reimburse the Contractor for parking tickets

- 3-9 TEMPORARY BATHROOM FACILITIES – The Contractor shall provide a separate portable toilet unit for the Contractor's personnel and subcontractors and Engineer shall approve the operation before the Contractor is allowed to start work on site. The Contractor shall arrange for regular maintenance of the separate portable toilet.

All costs involved for completing all work described in this section shall be considered to be included in the lump sum contract price paid in the Bid Schedule(s) and no additional compensation shall be allowed therefor.

- 3-10 HAZARDOUS MATERIALS ABATEMENT – The Contractor will contract separately with a certified Hazardous Materials Abatement Contractor to remove the asbestos containing flooring and the asbestos containing drywall compound. The Contractor shall coordinate with the City to coordinate staff schedules at the start of work and confirm demolition limits of the flooring and drywall. The Abatement Plans are included for reference in the Appendix of these Contract Documents.

All costs involved for coordinating all work described in this section shall be considered to be included in the lump sum contract price paid in the Bid Schedule(s) and no additional compensation shall be allowed therefor.

3-11 WATERING - Watering shall conform to the provisions in Section 17, "Watering", of the Standard Specifications except that full compensation for developing water supply shall be considered as included in the prices paid for various contract items for work involving the use of water and no separate payment will be made therefore. The application of water for dust control will not be considered as extra work under any circumstances. Water is available from the City at the current rates provided that the Contractor meters the water so used with a City furnished meter (a deposit will be required) and a Contractor furnished valve assembly.

3-12 SCHEDULE - The Contractor shall submit a baseline schedule which includes all major tasks and milestones to the City of Petaluma, Public Works and Utilities Department for review at least ten (10) working days prior to start of work.

The Contractor shall also submit to the Engineer a 2-week look ahead at each weekly meeting. The schedule shall show the order which the Contractor proposes to carry out the next two (2) weeks' work from the date of the weekly meeting. The 2-week schedule shall include, for each calendar day, the contemplated work for all work locations including, but not limited to, the order in which the Contractor proposes to carry out the work, and the dates on which he/she will start, continue, or complete the salient features of the work. Each 2-week schedule submitted to the Engineer shall comply with all requirements of the contract, with all specified intermediate milestone and completion dates, with all constraints, restraints, orders of work or sequences included in the contract, and the monthly update schedule.

The intent of this section is to aid in public relations, evaluate progress, determine controlling items of work, and analyze possible time impacts from contract changes or work delays. The City will retain an amount equal to 25% of the estimated value of work performed during the first estimate period in which the Contractor fails to submit an acceptable baseline or monthly update project schedule. Thereafter, on subsequent successive estimate periods the percentage the City will retain will be increased at the rate of 25% per estimate period in which acceptable baseline or monthly update project schedules have been submitted to the Engineer. Retention's for failure to submit acceptable schedules shall be in addition to all other retention's provided for in the contract. The retention for failure to submit acceptable schedules will be released for payment on the next monthly estimate for partial payment following the date that acceptable schedules are submitted to the Engineer. No progress payments will be processed without accepted updated schedules.

Compensation for preparing, furnishing, and correcting project schedules for the baseline and furnishing a 2-week look-ahead schedule will be included in the various items of work and no additional compensation will be allowed therefore.

3-13 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.

When the Contractor is comprised of two (2) or more persons, firms, partnerships or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.

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 Superintendent shall keep the Engineer informed of the Contractor's schedule. The Engineer shall have at least twenty-four (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.

- 3-14 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.

If any gas lines or electrical power lines are broken or damaged the Contractor shall first call City of Petaluma Emergency Center at 911, from a regular telephone, and (707) 762-2727 or (707) 762-4545 from a cellular phone.

- 3-15 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.

- 3-16 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.
- 3-17 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.
- 3-18 NOTICE TO PROCEED, BEGINNING OF WORK, CONTRACT TIME, TIME OF 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. All contract work shall be diligently prosecuted to completion before the expiration of sixty (60) working days beginning on the date specified in the Notice to Proceed 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 two hundred fifty dollars (\$250.00) per day in liquidated damages, for each and every *calendar days* 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.

A working day is defined as any day, except as follows:

- a. Saturdays, Sundays, and legal holidays

Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefore, shall be made by the Engineer.

3-19 HOURS OF WORK

A. Monday through Friday hours shall be from 8:00 a.m. to 5:00 p.m. except as specified in Section 3-5, "Order of Work", and/or specified elsewhere in the Technical Specifications.

B. "Night Hours" shall not be permitted unless in case of emergency.

A liquidated damage of Five Hundred Dollars (\$500) per day will be assessed against the Contractor if they fail to comply with any of the daily conditions or operations such as maintaining site protection and encapsulation, erosion control facilities, job site/street cleanliness and daily cleanup and traffic control and flagging, as described in the General Conditions, these Special Provisions, or Technical Provisions.

If the Contractor closes a street or sidewalk without prior notice and approval of the Engineer within 24 hours, the associated operation will be shutdown at Contractor's expense.

Holidays - Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, 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. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday. The Contractor shall not work on the legal holidays unless approved in writing by the Engineer.

No additional compensation shall be given to the Contractor for direct or indirect costs during the Holiday Shutdown period: materials, labor escalation, damage or loss of materials on hand, and contractor overhead.

3-20 RECORD OF PROJECT - The Contractor shall furnish a Record of the complete project in a format specified by the City. Drawings shall show approved substitutions, if any, of material including manufacturer's name and catalog number. The record shall be neat and legible. All information noted on the Contractor's job-site print shall be transferred to the Record by Contractor and all indications shall be recorded in a neat, legible and orderly way. The Record shall be signed by the Contractor and turned over to the Engineer before the final acceptance of the project. If the Contractor fails to provide the City with an acceptable Record, the City shall deduct \$5,000 from the amount due Contractor.

3-21 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. The Contractor is directed to Section 17.20 "Resolution of Construction Claims" of the General Conditions.

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.

3-22 PAYMENT FOR MATERIALS ON HAND - At the discretion of the Engineer, partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications. Such delivered costs of stored or stockpile materials may be included in the next partial payment after the following conditions are met:

1. The material has been stored or stockpiled and protected at the sole expense of the Contractor at a location acceptable to the City and in a manner acceptable to the Engineer.
2. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
3. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.

4. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
5. The Contractor has furnished the City evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at anytime prior to use in the work.
6. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

It is understood and agreed that the transfer of title and the City's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications. In no case will the amount of partial payments for materials on hand exceed 70% of the contract price for the contract items in which the material is intended to be used.

3-23 ACCESS TO DRIVEWAYS – All accesses for local businesses and residents shall be maintained at all times. Temporary ramps will be required each night for access to driveways for residences and commercial access. The Contractor shall coordinate with each driveway user as needed.

3-24 ARCHAEOLOGICAL MONITORING – In the event that archaeological materials are found during construction, Contractor shall notify the Engineer immediately and shall temporarily cease work in the area until a determination or investigation of the site can be made by a qualified archaeologist. Archaeologist services shall be provided by the City at no cost to the Contractor.

3-25 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.

3-26 EXISTING WATER VALVES, MONUMENTS AND MANHOLES – The City shall have access at all times to water valves, monuments, and manholes except immediately following a construction operation as noted below.

Prior to placement of paving, all manholes, monuments, and valves covered by paving, shall be clearly marked in white paint before the close of that work day. Throughout the construction process, the City shall have access to manholes, monuments, and valves within 48 hours of any operation affecting the manholes, monuments and valves.

A penalty of Five hundred Dollars (\$500) per each valve, monument, and manhole that is not raised, or that the City is not provided easy access to, will be assessed against the contractor for each calendar day.

3-27 SURVEY MONUMENTATION – In the event that existing survey monumentation is found in the work zone during construction, the Contractor shall notify the Engineer immediately and shall temporarily cease work in the area until a determination or

investigation of the site can be made. Boundary Surveyor services shall be provided by the City at no cost to the Contractor.

3-28 WAGE RATES - Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

3-29 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.”

3-30 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.

3-31 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.

3-32 MEASUREMENT AND PAYMENT –

Petaluma City Hall West Wing Permit Center and Council Chambers shall be paid for at the contract unit prices which shall include full compensation for performing Hazardous Materials Abatement, furnishing all labor, materials, tools, and equipment, and doing all work involved in construction of the **Petaluma City Hall West Wing Permit Center and Council Chambers**, as shown in the plan set, including transportation, insurance, demolition, disposal, furnishing specified equipment, which is shown or implied, installation of new facilities and finishes, plumbing, HVAC, electrical equipment, testing, final cleaning, and all other Work associated with construction of the Project as described in the Contract Documents including those not specifically enumerated and no additional allowance will be made therefore. Payment will be made for the Work completed per the items listed in the bid.

3-33 INSTRUCTIONS TO BIDDERS - Section 17, "Award of Contract" of the Instruction to Bidders is amended to read:

The award of the contract shall be based on the lowest price of the Base Bid Total and whose bid complies with all the requirements prescribed to the satisfaction of the City. The City may decide to choose the bid alternate to be awarded at the discretion of the

City within the budget available. The low bidder will remain the same, regardless of the City's decision on the bid alternate.

The City reserves the right to add to or deduct from the Contract any of the additive or deductive items after the lowest responsible bidder has been determined following the Contract Award.

- 3-34 PROJECT AND CONSTRUCTION AREA SIGNS – Project sign and construction area signs shall be furnished, installed, maintained, and removed as part of the work when no longer required for pedestrian traffic control and or work area signage.

SECTION IV
TECHNICAL PROVISIONS

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END OF DOCUMENT

SECTION 05 50 00
METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Provide stock and custom fabricated metal items complete in respect to function as intended.
 - 1. Interior stainless steel handrails.
 - 2. Miscellaneous metal fabrications includes items made from iron and steel shapes, plates, bars, strips, tubes, pipes and castings which are not a part of a structural steel or metal systems specified elsewhere.

1.2 REFERENCES

- A. American Welding Society (AWS): D1.1, Structural Welding Code.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's literature for products used in metal fabrications, including paint, grout and manufactured items.
- B. Shop Drawings: Submit for fabrication and erection of metal fabrications. Indicate profiles, sizes, connection, reinforcing and anchorage.
 - 1. Provide templates for anchorage installation by others.
- C. Samples: Submit to Architect (2) stainless steel handrail finish samples, each as a 12" long section of tubing with (1) connected welded/finished 90 degree elbow, include the specified sealer over approximately half of each sample as follows:
 - 1. (1) sample with linear brushed surface texture.
 - 2. (1) sample with orbital light sanded surface texture.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Steel Shapes, Plates and Bars: ASTM A36.
- B. Structural Steel Sheet: Hot rolled, ASTM A1011; or cold rolled, ASTM A1008, Class 1; of grade required for design loading.
- C. Steel Pipe: ASTM A53, Type S seamless, grade as selected by fabricator and as required for design loading; minimum standard weight, STD or Schedule 40.
- D. Steel Tubing: Cold formed ASTM A500; or hot rolled, ASTM A501; minimum Grade B; seamless where exposed.
- E. Castings: Gray iron, ASTM A48, Class 30; malleable iron, ASTM A47.
- F. Stainless Steel: ASTM A666, Type 304, corrosion resistant nonmagnetic stainless steel with either mill finish or with No. 4 satin direction polish finish.
- G. Concrete Inserts: Threaded or wedge type; galvanized ferrous castings, either malleable iron ASTM A47, or cast steel ASTM A27. Provide bolts, washers and shims as required, hot-dip galvanized, ASTM A153.
- H. Grout: Non-shrink meeting ASTM C1107, non-metallic, pre-mixed, factory-packaged, non-staining, non-corrosive; type specifically recommended by manufacturer as applicable to job condition.
 - 1. Manufacturers:
 - a. Master Builders/Masterflow 713.
 - b. Five Star Products, Inc./Five Star Grout.
 - c. Bostik Construction Products/Upcon Grout.
 - d. Protex Industries, Inc./Propak.
 - e. Substitutions: Refer to Section 01630.

- I. Fasteners and Rough Hardware: Type required for specific usage.
- J. Welding Materials: AWS D1.1, type required for materials being welded.

2.2 FABRICATION

A. Handrails:

1. Continuous, type 304 stainless steel, 1-1/2" outside diameter seamless tubing.
2. Surface texture: Linear brushed finish or orbital light sanded matte finish, to be selected.
3. Flush welded elbows, flangeless wall returns, snap-on bases/covers, and flush end caps: R.B. Wagner or approved equal. All elbows, wall returns, and similar bends are 1" inside radius.
4. Fabricate items with joints neatly fitted and properly secured.
5. Grind exposed welds continuous, smooth and flush with adjacent finished surfaces, and ease exposed edges to approximate 1/32" uniform radius.
6. Concealed mechanical fasteners.
7. Fit and shop assemble each handrail and support stanchions as a single continuous piece for delivery.
8. Supply components required for proper anchorage of metal fabrications; fabricate anchorage and related components of same material and finish as metal fabrication.
9. Chemically treat handrails with the Passivation Process per ASTM A967 and AMS 2700, to prevent corrosion or rust staining
10. Sealer: Coat with a compatible protective and anti-microbial clear sealer, Everbrite 'ProtectaClear' or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication, where possible; do not delay job progress; allow for trimming and fitting where necessary.

3.2 ERECTION

- A. Obtain Architect's review prior to site cutting or making adjustments which are not part of scheduled work.
 1. Perform necessary cutting and altering for installation and coordination with other work.
- B. Install items square and level, accurately fitted and free from distortion or defects detrimental to appearance or performance.
 1. Supply items required to be cast into or embedded in other materials to appropriate trades.
 2. Ensure alignment with adjacent construction; coordinate with related work to ensure no interruption in installation.
- C. Make provision for erection stresses by temporary bracing; keep work in alignment.
- D. After installation, touch-up scratched and damaged surfaces, as applicable.
- E. Replace items damaged in course of installation and construction.

END OF SECTION

SECTION 06 20 00
FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Provide finish carpentry with accessories as required for complete installation.
 - 1. Provide interior wood trim, including door frames, jambs, and stops.
- B. Related Sections:
 - 1. Section 06 40 00: Architectural Woodwork and Countertops
 - 2. Section 08 70 00: Hardware

1.2 SUBMITTALS

- A. Product Data: Submit literature for manufactured items.
- B. Shop Drawings: Indicate materials and wood species, component profiles, fastening, joining details, finishes, and accessories.
- C. Samples: Furnish samples of each type of wood trim.
- D. Certificates:
 - 1. Quality Standards Certification: Certification shall not be required for finish carpentry trim work however the Architect and Owner's Representative reserves the right to retain Architectural Woodwork or Woodwork Institute representatives for field inspection services if quality of work is of questionable quality or integrity.
 - 2. Wood Product Certification: Furnish certification indicating wood products are from "well-managed" forests.

1.3 QUALITY ASSURANCE

- A. Standards: Perform finish carpentry in accordance with standards of Architectural Woodwork Standards (AWS), 1st Edition.
- B. Certified Wood Products: Wood products to be from forests certified "well-managed" by an agency accredited by Forest Stewardship Council (FSC) including SmartWood Program and Forest Conservation Program.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver materials until site conditions are adequate to receive work; protect items from weather while in transit.
- B. Store materials indoors, in ventilated areas with constant but minimum temperature of 60 degrees F and maximum relative humidity of 25% to 55%.
- C. Do not begin installation of finish carpentry until space is fully enclosed and mechanical systems are fully operational.
 - 1. Maintain interior installation areas at 70 degrees F and 50% to 55% relative humidity.
- D. Immediately remove from site materials with visible mold and materials with mildew.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Interior Wood Trim, Council Chambers Low Wall Cap, Interior Wood Door Jambs:
 - 1. Quality: AWS - Premium Grade.
 - 2. Wood: Solid sawn, square edge, no finger joints. Species, coloration, and Finish matches Section 06 40 10 - Architectural Wood.
 - 3. Cut: tight grain, quarter sawn. See Drawings.
 - 4. Texture: S4S.

- B. Anchors, Nails and Screws: Select the material, type, size and finish required by each substrate for secure anchorage; provide toothed steel or lead expansion bolt screws for drilled-in-place anchors. Fasteners should not be visible on exposed surfaces / finishes. At those locations, pin nails are acceptable.
- C. Wood Filler: Color to match wood being filled, sanded flush and smooth prior to applying finish.

2.2 FABRICATION

- A. Fabricate finish carpentry items in accordance with specified quality standard.
- B. Use exposed fastening devices or nails only when approved and unavoidable; arrange neatly.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication where possible; do not delay job progress, allow for trimming and fitting.
- B. Verify surfaces are ready to receive work and field measurements are as shown on shop drawings.
 - 1. Beginning installation signifies acceptance of conditions.
- C. Ensure mechanical and electrical items affecting work are properly placed, complete, and have been inspected by applicable authorities prior to commencement of installation.
- D. Inspect each piece of finish carpentry and discard damaged and defective pieces.

3.2 INSTALLATION

- A. Install work consistent with specified AWS quality grade, plumb, level, true and straight with no distortions; shim as required, using concealed shims.
 - 1. Prime paint surfaces in contact with cementitious materials prior to installation; comply with requirements of Section 09 91 00 – Paints and Coatings.
- B. Secure work to blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation.
- C. Scribe and cut for accurate fit to other finished work.
- D. Install trim in single, unjointed lengths for openings and runs less than 10'-0".
 - 1. For longer runs, use only one piece less than 10'-0" in any straight run; provide scarf joints between members. Field verify location of all end or butt joints with Architect prior to proceeding with installation.
 - 2. Cope at returns and miter at corners.
- E. Accessories: Install accessories in accordance with manufacturer's recommendations in locations indicated or as directed by Architect.
- F. Acceptable Tolerances:
 - 1. Variation from True Position: Maximum 1/16" at any position and maximum 1/8" in any 10'-0" length.
 - 2. Adjoining Surfaces of Same Material: No variation permitted.
 - 3. Offset with Abutting Materials: Maximum 1/32".
- G. Preparation for Field Finishing:
 - 1. Sand work smooth and set exposed nails and screws.
 - 2. Ease square edges with 1/16" maximum chamfer.
 - 3. Apply wood filler in exposed nail and screw indentations and leave ready to receive site-applied finishes.

4. Seal concealed and semi-concealed surfaces; brush apply only, using primer consistent with finish coats specified under Section 09 91 00 - Paints and Coatings.

END OF SECTION

SECTION 06 40 10
ARCHITECTURAL WOODWORK & COUNTERTOPS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Provide mill fabricated architectural woodwork with accessories as required for complete finished installation including cabinet hardware.
- B. Project shall meet all of the requirements for a Woodwork Institute Certified Compliance Program (CCP).

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's literature for manufactured items.
- B. Shop Drawings: Submit shop drawings of all millwork, countertops, gates, and plywood wall panels in conformance with Architectural Woodwork Standards (AWS) Section 1 – Submittals. Indicate materials and wood species, component profiles, fastening, joining details, finishes, and accessories.
 - 1. Certification: Provide Woodworking Institute (WI) Manual of Millwork Certified Compliance Label on shop drawings.
- C. Samples: Furnish samples of material listed in the Finish Schedule, with stain/finish per this section.

1.3 QUALITY ASSURANCE

- A. Fabricator Qualifications: Member of Architectural Woodworking Institute (AWI) or Woodwork Institute (WI) with minimum five years successful experience fabricating architectural woodwork similar to that required for Project.
- B. Standards: Perform architectural woodwork in accordance with recommendations of the AWS, 1st Edition.
 - 1. Installation Certification Program: Install work in this section as specified in the AWS and provide WI Certified Compliance Certificate for installation at completion of Project installation.
- C. Seismic Anchorage: Provide seismic anchorage for wall cabinets; comply with California Code of Regulations (CCR), Title 24, Part 2, load requirements for essential facilities.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver architectural woodwork until site conditions are adequate to receive work; protect items from weather while in transit.
 - 1. Allow architectural woodwork shop finish to completely dry prior to delivery to site; allow materials to off-gas volatile organic compound (VOC) emissions off site.
- B. Store materials indoors, in ventilated areas with constant but minimum temperature of 60 degrees F and maximum relative humidity of 25% to 55%.
- C. Do not begin installation of architectural woodwork until space is fully enclosed and mechanical systems are fully operational.
 - 1. Maintain interior installation areas at 70 degrees F and 50% to 55% relative humidity.
- D. Immediately remove from site materials with visible mold and materials with mildew.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Casework, Under-Counter Supports, Countertop, Wainscot, and Wall Panels: Columbia Forest Product, PureBond, Formaldehyde-free, Laurentide Birch, ½”.

- B. Anchors, Nails, and Screws: Select material, type, size and finish required by each substrate for secure anchorage; provide toothed steel or lead expansion bolt screws for drilled-in-place anchors.

2.2 FABRICATION

- A. General: Fabricate architectural woodwork in accordance with specified quality standards.
- B. Use exposed fastening devices or nails only when approved and unavoidable; arrange neatly.
- C. Assemble woodwork in shop in sizes easily handled and to ensure passage through building openings.

2.3 FINISHES

- A. Transparent/Stained Finished Woodwork: Finish architectural woodwork in shop unless otherwise indicated.
 - 1. Sand work smooth; seal, stain and varnish concealed and semi-concealed surfaces of transparent finished woodwork; brush apply.
 - 2. Transparent/Clear Finish: No tint, zero VOC premium grade polyurethane or acrylic polyurethane finish producing a dull rubbed effect / no sheen, as approved by Architect. Must be easily reapplied in field for maintenance / touch up.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication where possible; do not delay job progress, allow for trimming and fitting.

3.2 INSTALLATION

- A. Install work consistent with specified quality grade, plumb, level, true and straight with no distortions.
 - 1. Shim as required, using concealed shims.
- B. Ensure mechanical and electrical items affecting architectural woodwork are properly placed, complete, and have been inspected by Architect prior to installation.
- C. Secure work to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation.
- D. Scribe and cut for accurate fit to other finished work.
- E. Attach architectural woodwork securely in place with uniform joints providing for thermal and building movements.
- F. Acceptable Tolerances:
 - 1. Variation from True Position: Maximum 1/16" at any position and maximum 1/8" in any 10'-0" length.
 - 2. Adjoining Surfaces of Same Material: No variation permitted.
 - 3. Offset with Abutting Materials: Maximum 1/32"

END OF SECTION

SECTION 08 41 13

INTERIOR ALUMINUM STOREFRONT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections apply to this section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Prefinished aluminum interior storefront assemblies
 - 2. Pre-finished aluminum interior doors
- B. Comply with the version year adopted by the Authority Having Jurisdiction:
 - 1. AAMA 607.1 – Guide Specification and Inspection Methods for Clear Anodized Finishes for Architectural Aluminum.
 - 2. AAMA 609 & 610-02 – Cleaning and Maintenance Guide for Architecturally Finished Aluminum.
 - 3. NAAMM – Metal Finishes Manual for Architectural and Metal Frame Products.
 - 4. ANSI A117.1 – Accessible and Usable Buildings and Facilities.
 - 5. CBC – California Building Code.

1.3 SUBMITTALS

- A. Submit manufacturer's detailed drawings, including fabrication and installation instructions.
- B. Templates: Supplier shall furnish templates, template reference number and physical hardware in order to prepare the doors and frames to receive the finish hardware items.
- C. Shop Drawings: Submit complete detailed drawings of interior aluminum frames including:
 - 1. Standard installation and rough opening details for each application.
 - 2. Elevations and details of all frames.
 - 3. Details of all corners and joints.
 - 4. Details of Accessories
 - 5. Details of removable stops, and glazing
 - 6. Elevations of each door design
 - 7. Details of doors, including vertical and horizontal edge details, and thickness of metal
 - 8. Locations of door hardware used on door frames.
- D. Samples: Provide two (2) samples of each aluminum frame, not less than 12" long, in the desired finish.
- E. Informational Submittals:
 - 1. Certificates of Compliance: Submit any product test report or information necessary to indicate compliance with this specification section.

1.4 QUALITY ASSURANCE

- A. Obtain storefront and interior doors/frames through one source from a single qualified manufacturer.
- B. Use an experienced installer with a minimum of five (5) years successful in-service performance providing products similar to those indicated for this project, and whose work has resulted in construction with a record of in-service performance.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver in crates or cartons suitable for protection during transit to and storage at the jobsite.
- B. Upon receipt, inspect frames for damage. Replace damaged frames that cannot be repaired satisfactorily to the Architect.
- C. Store frames on site under cover above ground level to protect from moisture. Storage of frames shall be as close to final installation as possible in secure location on site.
- D. Do not use covering material that will cause discoloration, or buildup of moisture on aluminum finish.

1.6 PROJECT CONDITIONS

- A. Verify actual dimensions of openings by field measurements before fabrication and indicate measurements on Shop Drawings submittals.
- B. Do not install until work area has been completely enclosed and surrounding area is protected from the elements.
- C. Maintain temperature and humidity in areas of installation within reasonable limits, as close as possible to final occupancy standards. If necessary, provide artificial heating, cooling and ventilation to maintain required environmental conditions.

1.7 WARRANTY

- A. Provide manufacturer's written and published warranty against defects in material and workmanship upon final completion and acceptance of Work in this section.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. ABS Architectural Components, 'Doormerica' or approved equal.
- B. Frames sized to finish wall thickness.
- C. Interior Aluminum Doors: Flush 'F' frame with 2" Trim, square stiles, 1 3/4" thick, 10" bottom rail, clear anodized finish.
- D. Interior Aluminum Fixed Glazing frames: 2" Trim / Sill Base / Mullions, flush.

2.2 MATERIALS

- A. Extrusion Controlled ASTM B221 alloy billets of 6063-T5 with a minimum wall thickness of .063, and assure compliance with tight dimensional tolerance, maintain color, and uniformity.
- B. Recycled Content consist of Post-Consumer recycle content plus one-half of Pre-Consumer recycle content not less than 50 percent.

2.3 EXTRUDED ALUMINUM FRAMES

- A. Frames include manufacturer's flush snap-on casings to conceal all fasteners. Casings shall be mitered or square cut.

2.4 FABRICATION

- A. Frame construction:
 - 1. Pre-fabricate all aluminum door frames including drilled and tapped hardware reinforcements including 4 1/2 full mortise butt hinges, ASA (ANSI) strikes, Cylindrical "T" strikes, reversible flush bolt strikes and deadbolt strikes. Extended lip strikes are not required on wide stop frame profile. Special hardware reinforcements supplied upon request. Linear glazing components fabricated in the field are not allowed. Face trim shall be precut and mitered to match jamb lengths. Machine jambs and prepare for hardware. Pre-drill mounting holes on jamb material to accept fasteners.
 - 2. Supply neoprene door seal and glazing beads as required.

3. Provide corner alignment clips for precise installation at all butt or mitered corners.
4. Locate hardware as indicated in Drawings.
5. Fabricate all components to allow secure installation without exposed fasteners.
6. Fabricate with removable stops to allow glazing replacement without dismantling.

2.5 FINISHES

- A. Factory finish all extruded door frames and window frames as directed by the architect. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for apply and designated finishes". Exposed surfaces shall be free of scratches.
- B. Factory finish extruded frame components so that any part exposed to view upon completion of installation will be uniform in finish and color.
 1. Class II Clear Anodize: AA-M12C22A31 clear anodized coating, 0.4-0.7 mil thickness minimum.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing jobsite conditions. Check wall thickness, rough openings, and surrounding conditions of assemblies prior to installation.
- B. Verify wall thickness at the thickest point does not exceed standard tolerances allowed by the frame throat size.
- C. General Contractor shall verify the accuracy of dimensions given to frame and door manufacturer for pre-cut openings.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install frames in accordance with manufacturer's printed instructions and detailed drawings.
- B. Install frames plumb and square securing door frame to the wall through the sides into dry wall/stud or other wall construction as specified.
 1. Utilize corner alignment clips to assure correct frame connections.
 2. Use concealed installation clips to produce tightly fitted and aligned splices and connectors.
 3. Secure clips to extruded main-frame components and not to snap-in or mitered trim.
 4. Install snap on casing to conceal all fasteners. No exposed fasteners are visible upon completion of installation.

3.3 ADJUST AND CLEAN

- A. Clean frame upon completion of installation using mild solution of soap and water or other non-toxic general cleaning solution. Frames should be wiped dry immediately after cleaning. Do not use abrasive cleaning agents or solvents deemed harmful to painted finishes in accordance with AMMA 609 & 610.
- B. Touch up marred areas so that touch up is not visible from a distance of 48 inches. Remove and replace frames that cannot be satisfactorily repaired.
- C. Check and readjust operating hardware items immediately before final inspection.
- D. Leave work in complete and proper working condition.

3.4 PROTECTION

- A. Provide appropriate protection as required to assure pre-finished aluminum frames will be without damage or deterioration upon substantial completion of the project.

END OF SECTION

SECTION 08 21 00

WOOD DOORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Provide flush face veneer stain grade solid core wood doors as scheduled.
 - 1. Wood doors to be factory finished; coordinate with Section 09 91 00.
- B. Related Work
 - 1. Section 06 20 00: Finish Carpentry
 - 2. Section 08 70 00: Door hardware.
 - 3. Section 09 91 00: Paints and coatings.

1.2 REFERENCES

- A. Architectural Woodwork Institute: Architectural Woodwork Standards (AWS)
- B. Woodwork Institute (WI): Manual of Millwork.
- C. Window and Door Manufacturer's Association (WDMA): Guide Specifications.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's literature.
- B. Shop Drawings: Indicate general construction, jointing methods, hardware locations, and locations of cut-outs.
- C. Samples: Furnish samples of wood door corner section.
 - 1. Shop finished wood door section where doors are furnished shop finished.
- D. Certificates: Submit manufacturer certification indicating compliance to applicable requirements of AWS, WI, and WDMA

1.4 PROJECT CONDITIONS

- A. Do not deliver or install doors until conditions for temperature and relative humidity have been stabilized in accordance with referenced standards requirements applicable to Project location.

1.5 WARRANTY

- A. Special Warranty: Provide for replacing, rehangng, and refinishing wood doors exhibiting defects in materials or workmanship including warp and delamination.
 - 1. Special Warranty Period: Lifetime of Door Installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Algoma Hardwoods, Inc.
- B. Eggers Industries Architectural Door Division.
- C. Marshfield Door Systems, Inc.
- D. VT Industries.
- E. Substitutions: Refer to Section 01 63 00.

2.2 MATERIALS

- A. Solid Core Flush Wood Doors: WI - Premium Grade, 5 Ply Hot Press, solid wood framed glued block construction or particleboard core five ply construction; 1-3/4" thick for swing doors.
 - 1. WDMA: In addition to WI, conform to requirements of WDMA; where conflicts occur, comply with most restrictive requirement.
 - 2. Face Veneers: WI - Premium Grade wood veneers for transparent/stained finish; nominal 1/40" thick before sanding, not less than 1/50" after sanding.
 - a. Wood: birch, match exact species, color, and grain Section 06 40 1 - Architectural Wood.

- b. Veneer Matching and Splicing: Running Book Match
- 3. Edges: Stile edges to match face veneer, minimum 1-1/8" thick after trim.
- 4. Core: Bond stiles and rails to core and sand prior to assembly of face veneers.
- 5. Bond Type: Type II Bond, interior.

2.3 FABRICATION

- A. Fabricate doors in accordance with requirements of specified standards.
 - 1. Prefit wood doors.
 - 2. Prepare doors to receive hardware in shop, refer to Section 08 70 00 for hardware requirements and templates.
 - 3. Factory machine doors for mortise hardware.
- B. Bevel strike edge of single-acting doors, 1/8" in 2".
- C. Make cut-outs and provide matching wood stops for glass; profiles as indicated, type as selected by Architect where not otherwise indicated.

2.4 FINISH

- A. Per Section 06 40 10 - Architectural Wood.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install wood doors in accordance with manufacturer's recommendations and installation instructions, and reference standards, plumb and square, and with maximum diagonal distortion of 1/16".
 - 1. Coordinate hardware installation with requirements of Section 08 70 00 - Hardware.
- B. Rehang or replace doors which do not swing or operate freely.

3.2 PROTECTION

- A. Protection: Protect doors as recommended by door manufacturer to ensure doors are without damage at time of substantial completion.
 - 1. Shop Finished Doors: Refinish or replace damaged doors.

END OF SECTION

SECTION 08 70 00

HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Provide hardware for solid core wood doors as scheduled on the drawings.
 - 1. Match City of Petaluma Standard unless otherwise required by applicable codes and regulations.
- B. Related Sections:
 - 1. Section 08 11 13: Steel Frames
 - 2. Section 08 12 16: Aluminum Doors and Frames
 - 3. Section 08 21 00: Wood Doors
 - 4. Section 08 80 00: Architectural Glazing and Hardware

1.2 REFERENCES

- A. ANSI A115 and A115W Series: Door and Frame Preparation Standards.
- B. ANSI A156.1 through A156.20: Standards for various hardware items.
- C. California Building Code: 2022 California Code of Regulations, Title 24, Part 2.
- D. Americans with Disabilities Act - 2010 ADA Standards for Accessible Design.

1.3 SYSTEM DESCRIPTION

- A. Products: Provide each type of hardware (hinges, pivots, locksets, latchsets, closers, trim) from single manufacturer unless otherwise indicated in Hardware Schedule.
 - 1. Provide products by manufacturers specified and manufacturers listed in Hardware Schedule, with references to catalog numbers and designations.
- B. Access for Persons with Disabilities: Comply with 2023 California Building Code and Americans with Disabilities Act - 2010 ADA Standards for Accessible Design.

1.4 SUBMITTALS

- A. Product Data: Submit catalog cuts for each type of hardware.
- B. Shop Drawings: Indicate locations and mounting heights of hardware.
 - 1. Supply templates to door and frame manufacturers for proper and accurate sizing and locations of cut-outs for hardware.
- C. Samples: Indicate required style and finish of exposed door hardware.
- D. Keying Schedule: Coordinate directly with Owner's Representative.
- E. Closeout Submittal: Record actual locations of installed cylinders and master key codes on Project Record Documents.

1.5 QUALITY ASSURANCE

- A. Supplier Qualifications: Recognized builder's hardware supplier with minimum five year's successful experience in scheduling and furnishing hardware.
 - 1. Provide services of architectural hardware consultant to supervise hardware supply.
- B. Pre-Installation Meeting: Convene pre-installation meeting prior to commencing work of this section. Include persons involved with installation of doors, frames, and hardware.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hardware in manufacturer's original packages, marked for intended opening.
- B. Pack complete with necessary screws, bolts, keys, instructions, and installation template, if necessary, for spotting mortising tools.
- C. Upon delivery, furnish complete list of hardware for checking, clearly marked to correspond with marking on each package.
 - 1. Review list for completeness and accuracy.

1.7 MAINTENANCE

- A. Provide manufacturer's parts list and maintenance instructions for each type of hardware supplied and necessary wrenches and tools required for proper maintenance of hardware.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Review Drawings for hardware group locations and door types; where not fully covered in Hardware Schedule, comply with following general requirements; inform Architect where conflicts occur.
 1. Provide hardware items with accessories complete to function as intended.
- B. Hinges and Butts: Per door manufacturer. See Section 08 12 16 - Interior Aluminum Storefront.
- C. Locking Devices, Permit Center: Provide metal matching specified finish; interior parts of steel and zinc-dichromate plating, to resist rusting and corrosion; do not supply plastic, die-cast or aluminum mechanisms.
 1. Manufacturers:
 - a. Schlage by Ingersoll Rand (no exceptions allowed).
 2. Type:
 - a. Mortise Locksets: ANSI A156.13, Series 1000, Grade 1, Mortise Type with 6 pin tumbler cylinders, except where otherwise indicated in Hardware Schedule.
 - b. Cylindrical Locksets: ANSI A156.2, Series 4000, Grade 1, Bored Type (cylindrical) with 6 pin tumbler cylinders, except where otherwise indicated in Hardware Schedule.
 3. Lockset and Latchset Design: Schlage AL Series 'Neptune' finish matches existing doors hardware; Solid lever with rose, as selected by Architect.
 - a. Backset: 2-3/4".
 - b. Strikes: Furnish standard strikes with extended lips where required to protect trim from being marred by latch bolt; verify type of cutouts provided in metal frames.
- D. Panic Bar / Exit Device, Council Chambers:
 1. ANSI A156.3, furnish devices of the type and functions as listed.
 2. Manufacturer: Von Duprin 22 Series or approved equal, 22-L-CON-526-3'-LHR-LBR-LBE-17-3.5'-WD-SGL, 3'-6" high door, 230-L-BE blank escutcheon
 3. Device Type: Rim
 4. Trim: Lever Style 17
 5. Color: 526, Powder-Coated Chrome
- E. Cylinders, Keys, and Keying: Hardware manufacturers shall provide for grand master, master key alike or key different keying as directed by Owner.
 1. Manufacturer: Provide cylinders by lockset manufacturer unless otherwise indicated.
 2. Provide cylinders of extruded brass bar material.
 3. Provide construction cylinders for doors requiring locking during construction; construction cylinders shall be removed and replaced just prior to Owner occupancy.
 4. Submit keys for final use to Owner; provide not less than two keys for each lockset, six of each type and level of masterkey, two grand master keys, and 5% extra blanks.
 5. Hardware manufacturers shall key and register lock cylinders.
- F. Closers: ANSI A156.4, furnish products of one manufacturer; full rack and pinion type with steel spring and non-freezing hydraulic fluid.

1. Manufacturers:
 - a. LCN Closers Division Schlage Lock Co./4000 Series.
 - b. Substitutions: Refer to Section 01 63 00.
 2. Provide controls for regulating closing, latching, speeds and back check.
 3. Arm types shall suit individual conditions, as approved; supply parallel-arm closers at reverse bevel doors and where doors swing full 180 degrees.
 4. Mount closers on room side or pull side unless otherwise indicated.
 5. Sizes: Adjustable to following maximum 5 lbs. door operating pressures:
 6. Design: ANSI Modern Type with Cover, unless otherwise indicated.
 7. Install door closers with thru bolts.
 8. Reinforce door frames for soffit shoe.
- G. Thresholds, Stops, Trim, and Miscellaneous Hardware: Provide as indicated, as specified, as included in Hardware Schedule, and as required for complete installation.
1. Manufacturers:
 - a. H.B. Ives.
 - b. National Guard Products.
 - c. Substitutions: Refer to Section 01 63 00.
 2. Weather-Stripping: Provide continuous weather-stripping at top and sides of exterior doors.
 3. East Wing Bathroom Kick Plates: Height indicated by 1" less than door width; minimum 0.050" thick.
 4. East Wing Bathroom Push Plates: Trimco 1001 Series, finish to match existing door hardware.
 5. East Wing Bathroom Pulls: Trimco 1015 Series bar style pull plate, finish to match existing door hardware. Provide with bolts to secure from opposite door face; provide with pull plates unless otherwise indicated.
 6. Grommets: Mockett MM6/Set, 2-1/2", cap and liner, polished chrome.

2.2 ACCESSORIES

- A. General: Provide complete hardware with accessories as required for doors and applications indicated.
- B. Templates: Furnish templates or physical hardware items to manufacturers concerned sufficiently in advance to avoid delay in Work.
- C. Reinforcing Units: Furnished by door manufacturer, coordinated by hardware manufacturer.
- D. Fasteners: Furnish as recommended by manufacturer and as required to install secure hardware.
 1. Finish: Match hardware.
 2. Furnish screws for items applied on gypsum board sufficiently long to provide solid connection to framing or backing
- E. Through Bolts: Through bolts and grommet nuts shall be avoided on door faces in highly visible areas, unless no alternative is possible, as directed and approved, and shall not be used for solid wood core doors.
- F. Electrical and Mechanical: Make provisions and coordinate requirements for mechanical and electrical devices in connection with hardware.

2.3 FINISHES

- A. As called for on Hardware Schedule or on Drawings.
- B. Match existing where required.
- C. Other Items: Provide manufacturer's standard finishes matching similar hardware types on same door, and maintain acceptable finish considering anticipated use.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install finish hardware specified under this section; coordinate with manufacturer and installation of doors and frames.
- B. Fit hardware prior to painting. Remove for painting of doors and frames before final installation of hardware.
- C. Install hardware in accordance with manufacturer's instructions.
- D. No extra cost will be allowed because of changes or corrections necessary to facilitate installation of hardware.

3.2 MOUNTING POSITIONS

- A. Typical: Match existing unless otherwise required to comply with applicable codes and regulations.
 - 1. Dead Bolt: Not more than 44" from floor to operating lever.
- B. Comply with recommendations of Builders Hardware Manufacturers Association, subject to approval, for heights of items not indicated.

3.3 ADJUSTING

- A. Qualified hardware supplier's or manufacturer's representatives shall inspect installation and make adjustments.
 - 1. Adjust closers, locks, and critical operational hardware.
 - 2. Deliver instructions for maintenance and future adjustments to Owner's Representative.

3.4 HARDWARE SCHEDULE

- A. The Hardware Schedule establishes a type and standard of quality.
- B. Examine Drawings and Specifications and furnish proper hardware for door openings, whether listed or not.
- C. Bring omissions to attention of Architect prior to bid opening for instructions; otherwise, list will be considered complete; no extras will be allowed.
- D. Hardware Groups: Refer to Hardware Groups and Schedules on Drawings.

END OF SECTION

SECTION 08 80 00

ARCHITECTURAL GLAZING AND HARDWARE

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections apply to this section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Laminated Flat Glass.
 - 2. Architectural Resin Panels
 - 3. Tempered Safety Glass for Storefront Assemblies.
 - 4. Glazing Hardware.
- B. Quality Assurance:
 - 1. American National Standards Institute (ANSI): ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test.
 - 2. ASTM International (ASTM): ASTM C1036 - Standard Specification for Flat Glass, ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass.
 - 3. California Building Code (CBC).

1.3 SUBMITTALS

- A. Product Data:
 - 1. Submit manufacturer's cut sheets of all specified hardware.
 - 2. Submit manufacturer's cut sheets of an anti-finger-print / smudge-proof coating per Part 2 of this Specification.
- B. Samples:
 - 1. Submit a 6"x6" minimum size sample of all glass and resin panels, in the specified thickness, with edge treatments to be used.
- C. Shop Drawings:
 - 1. Include complete Shop Drawings showing elevations, dimensions of all panels, details of materials and construction, drilling, and blow-up detail of edge profile. Include relationship with adjacent construction and hardware specified herein.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with a minimum five years documented experience.
- B. Installer Qualifications: Company specializing in performing Work of this section with minimum two years documented experience with projects of similar scope and complexity.
- C. Source Limitations: Provide each type of product from a single manufacturing source to ensure uniformity.
- D. Mock-Up: Construct a mock-up of one typical Permit Center workstation glazed assembly, including sliding screen, with actual materials and glass hardware listed herein, in sufficient time for the City of Petaluma's review and to not delay construction progress. Locate mock-up as acceptable to the City of Petaluma and provide temporary support.
 - 1. Intent of mock-up is to demonstrate quality of workmanship and visual appearance.
 - 2. If mock-up is not acceptable, rebuild mock-up until satisfactory results are achieved.

3. Retain mock-up during construction as a standard to compare with completed work.
 4. Do not alter or remove mock-up until final glazing work is completed or removal is authorized by the City of Petaluma.
- 1.5 DELIVERY, STORAGE, AND HANDLING
- A. Store and handle in per manufacturer's written instructions and recommendations.
 - B. Protect from damage due to weather, excessive temperature, and construction operations.
- 1.6 PROJECT CONDITIONS
- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

PART 2 PRODUCTS

2.1 GENERAL

- A. For all glass, provide the type and thickness recommended by the manufacturer, shown in the drawings and specified herein.
- B. The Contractor is responsible for verifying all dimensions on job prior to fabrication.

2.2 TEMPERED GLASS

- A. Provide tempered safety glass where called for in the Drawings, and where heat-strengthening or tempering would be called for in the California Building Code.
- B. Comply with ANSI Z97.1 and 16 CFR 1201.
- C. Glazing Type: Clear glass.
 1. Transparent / clear with a subtle green tint typical of normal iron glass.
 2. Thickness:
 - a. Permit Center, frameless partitions above counters: 1/2" or as otherwise noted in the Drawing.
 - b. Permit Center, storefront doors and assemblies: 1/4" or as recommended by manufacturer for size and location of panes.
 - c. Council Chambers, glass screens: 3/8"
 3. Edges: flat polished edges, 1/16" maximum chamfers at frameless partitions.
 4. Anti-finger-print / smudge-proof coating: a suitable, environmentally-friendly, durable, and invisible coating, either factory-applied or installer-applied. The coating must withstand regular cleaning.
- D. Architectural Resin Panels: 3Form, 'Varia, Rice Grass, Patina FO2'.
 1. Thickness: 3/8"
 2. Edges: Polish and seal per manufacturer's instructions.
- E. Hardware locations, brands, models, lengths, and quantities as shown in the Drawings and as follows:
 1. Permit Center:
 - a. 90° glass to glass clamp at L-shaped fixed panel corners: C.R. Lawrence 'SGC90CH,' polished chrome.
 - b. 90° glass to glass glass clamp at T-shaped fixed panel corners: C.R. Lawrence 'SGC90TCH,' polished chrome.
 - c. 90° glass to wall clamp at perpendicular walls: C.R. Lawrence 'SGCU1CH,' polished chrome.
 - d. Aluminum glazing channel: C.R. Lawrence 'SDCD12BA', bright anodized.
 - e. Sliding glass screen hardware system: C.R. Lawrence 'ESS3CH,' polished chrome, 'Essence' Series basic sliding shower door kit with 'ESS3-SR4CH,' squared corner rollers, polished chrome, 'SVE301CH' bottom track with mounting strip, polished chrome, and 'TG4CH' top guide, polished chrome.
 2. Council Chambers:

- a. Privacy screen panel brackets: Mockett 'PGRP1B-94', satin aluminum

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly constructed and prepared.
- B. If substrate preparation is the responsibility of another installer, notify the City of Petaluma in writing of unsatisfactory preparation before proceeding.

3.2 PREPARATION

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

3.3 INSTALLATION

- A. Install in strict accordance with manufacturer's instructions, approved submittals, and in proper relationship with adjacent construction.

3.4 CLEANING AND PROTECTION

- A. Clean products in accordance with the manufacturers recommendations.
- B. Repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 09 29 00
GYPSON BOARD ASSEMBLIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Provide gypsum board systems including gypsum board, joint treatment, acoustical accessories, resilient channels, ceiling suspension system for gypsum board, and general accessories for complete installation.
 - 1. Includes gypsum board installations on both interior walls and ceilings.
 - 2. Includes mold and moisture resistant gypsum board at all wet areas.
- B. Related Sections:
 - 1. Section 09 30 13: Tile
 - 2. Section 09 50 00: Acoustical Ceilings

1.2 REFERENCES

- A. ASTM C840: Application and Finishing of Gypsum Board.

1.3 SYSTEM DESCRIPTION

- A. Systems Responsibility: Provide products manufactured by or recommended by manufacturer of gypsum board to maintain single-source responsibility for system.
- B. Openings: Obtain dimensions and locations from other trades and provide openings and enclosures for accessories, specialties, equipment, and ductwork.

1.4 SUBMITTALS

- A. Product Data: Furnish manufacturer's literature for gypsum board and acoustical accessories.
- B. Manufacturer's Certification: Furnish manufacturer's certification indicating products comply with Contract Documents and applicable codes.

1.5 PROJECT CONDITIONS

- A. Do not begin installation of interior gypsum board until space is enclosed, space is not exposed to other sources of water, and space is free of standing water.
- B. Maintain areas to receive gypsum board at minimum 50 degree F for 48 hours prior to application and continuously after application until drying of joint compound is complete; comply with ASTM C840.
- C. Immediately remove from site gypsum board for interior use exposed to water, including gypsum board with water stains, with signs of mold, and gypsum board with mildew.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. National Gypsum Co.
- B. Georgia-Pacific Corp.
- C. United States Gypsum Co., USG Corp.
- D. Substitutions: Refer to Section 01 25 10.

2.2 MATERIALS

- A. Gypsum Board: Comply with ASTM C840; maximum permissible lengths; ends square cut, tapered edges on boards to be finished.
 - 1. Typical: ASTM C1396, Type X, fire rated gypsum board, 5/8", unless otherwise indicated.
 - 2. Tile Substrates: Cementitious backer units specified in Section 09 30 13 - Tile.
- B. Mold and Moisture Resistant Gypsum Board: Comply with ASTM C1396; maximum permissible lengths; ends square cut, tapered edges on boards to be finished

1. Surface paper: 100 percent recycled content moisture/mold/mildew resistant paper on front, back, and long edges
- C. Gypsum Board Accessories: Comply with ASTM C840.
 1. Provide protective coated steel corner beads and edge trim; type designed to be concealed in finished construction by tape and joint compound; Trimtex "Pullaway" or approved equal .
 2. Corner Beads: Manufacturer's standard metal beads.
 3. Edge Trim: "J", "L", "LK", or "LC" casing beads.
 4. Reinforcing Tape, Joint Compound, Adhesive, Water, Fasteners: Types recommended by system manufacturer and conforming to ASTM C475.
 - a. Typical Joint Compound: Chemical hardening type for bedding and filling, ready-mixed or powder vinyl type for topping.
 5. Control Joints: Back to back casing beads.
 - a. Back control joints with 4 mil thick polyethylene air seal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Gypsum Board Installation: Install in accordance with ASTM C840, ASTM C1396 and manufacturer's recommendations.
 1. Use screws when fastening gypsum board to furring and to framing.
 2. Erect gypsum board with ends and edges occurring over firm bearing.
 - a. Ensure joints of second layer do not occur over joints of first layer in double layer applications.
 3. Place control joints to be consistent with lines of building spaces and as directed by Architect.
 - a. Provide where system abuts structural elements.
 - b. Provide at dissimilar materials.
 - c. Lengths exceeding 30'-0" in partitions.
 - d. Ceiling areas exceeding 50'-0" or 2500 square feet.
 - e. Wings of "L", "U" and "T" shaped ceilings.
 4. Place corner beads at external corners; use longest practical lengths.
 5. No gypsum wall board splices permitted within 12" of any corner of a door opening, window opening, or other opening. Cut "L"-shaped or "T"-shaped pieces around corners as required.
 6. Place edge trim where gypsum board abuts dissimilar materials.
 7. Tape, fill, and sand exposed joints, edges, corners and openings to produce surface ready to receive finishes; feather coats onto adjoining surfaces.
 8. Finishing: Comply with Gypsum Association (GA) "Levels of Gypsum Board Finish".
 - a. GA Level 5, smooth finish, three coat finishing and sanding is required for all wall and ceiling surfaces indicated to be painted; provide flush, smooth joints and surfaces ready for applied paint finishes.
 9. Remove and replace defective work.

END OF SECTION

SECTION 09 30 13

CERAMIC TILE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections apply to this section.

1.2 SUMMARY

- A. This Section includes:
 - 1. Ceramic tile.

1.3 REFERENCE STANDARDS

- A. American National Standards Institute (ANSI), ANSI A108/A118/A136.1/A137.1 – American National Standard Specifications for the Installation of Ceramic Tile.
- B. American Society for Testing and Materials (ASTM).
- C. Tile Council of North America (TCNA) Handbook for Ceramic Tile Installation.
- D. International Standards Organization, Classification for Grout and Adhesives.

1.4 SUBMITTALS

- A. Product data. Unless otherwise indicated, submit the following for each type of product provided under work of this Section:
 - 1. Submit samples of actual tile, bullnoses or other accessories as applicable.
 - 2. Submit a grout color chain, for selection by the City of Petaluma.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Ceramic Tile:
 - 1. Match existing size, profile, sheen/gloss, color, finish, grout width, and grout color.
 - 2. Provide the City of Petaluma with three square feet of extra tile at the completion of the work.
- B. Grout:
 - 1. Mount tile with epoxy grout. Use flexible grout where appropriate.
 - 2. Hydroment, Custom, Garland, or approved equal.
 - 3. Provide the City of Petaluma with a 1 lb/ bag at the completion of the work.
- C. Tile and Grout Sealers:
 - 1. Use appropriate sealers that match the existing tile and grout sheen, by Aqua Mix or approved equal.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Do not begin installation until substrates have been properly prepared. Substrate surfaces shall be firm, dry, clean, and free from defects or irregularities that may impair bond or jeopardize the quality of the work, and no tile work shall be performed over affected areas until suitable corrections have been made.
- B. Verify that work of other trades, in or behind the tile, is installed before proceeding with tilework such as: installation of rough plumbing, wall anchors for bath accessories, and similar items located in or behind tile has been completed.

3.2 PREPARATION

- A. Protect surrounding work from damage.
- B. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with adhesives or thin-set mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
- C. Install backer board if required in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.
- D. For new drywall construction, a coat of wallcovering primer shall be applied to the surface before application of wallcovering. Use a primer that dries to a solid color to conceal drywall joints.

3.3 INSTALLATION

- A. Lay tile within the existing grid pattern.
- B. Provide uniform joint widths that match existing.
- C. All tile must be set flush with existing, level, and plumb.
- D. Align joints where adjoining tiles on base, walls, or trim.
- E. Remove grout residue from tile as soon as possible.
- F. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation.

3.4 PROTECTION

- A. Protect installed tile work with Kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.
- B. Remove and replace any items which are broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

END OF SECTION

SECTION 09 50 00
ACOUSTICAL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Acoustical Ceiling Tile
- B. Related Sections:
 - 1. Section 09 29 00 - Gypsum Board
 - 2. Section 23 00 00 - HVAC
 - 3. Section 26 27 00 - Basic Electrical Materials

1.2 REFERENCES

- A. ASTM D 3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
- B. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials.
- C. ASTM E 119 Standard Test Methods for Fire Tests of Building Construction and Material.

1.3 SYSTEM DESCRIPTION

- A. Products: Provide continuous direct-applied Acoustical Ceiling Tiles in accordance with this Section and the Drawings.

1.4 SUBMITTALS

- A. Samples: Provide (3) 12"x12" tiles.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: minimum five year's successful experience in installing similar products.
- B. Pre-Installation Meeting: Convene pre-installation meeting prior to commencing work of this section with layout temporarily marked on ceiling for review with all light fixtures and HVAC grilles in place or marked out, on module with tile pattern as shown in the Drawings.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical ceiling units carefully to avoid chipping edges or damaged units in any way.

1.7 PROJECT CONDITIONS

- A. Do not install interior ceilings until space is enclosed and weatherproof; wet work in place is completed and nominally dry; HVAC and all other ceiling work is complete; and ambient conditions of temperature and humidity are continuously maintained at values near those intended for final occupancy. Building areas to receive ceilings shall be free of construction dust and debris.

1.8 WARRANTY

- A. Acoustical Panel: Submit a written warranty executed by the manufacturer, agreeing to repair or replace panels that fail within the warranty period. Failures include, but are not limited to the following:
 - 1. Sagging and warping.
 - 2. Loss of surface adhesion or loose tiles.
- B. Warranty Period:
 - 1. One (1) year from date of Substantial Ccompletion.
- C. The Warranty shall not deprive the Owner of other rights the Owner may have under

other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under the requirements of the Contract Documents.

1.9 MAINTENANCE

- A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.
 - 1. Acoustical Ceiling Units: Furnish quality of full-size units equal to 5.0 percent of amount installed.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Manufacturers:
 - 1. Ceiling Panels: Armstrong World Industries, Inc.
- B. Acoustical Ceiling Units:
 - 1. Armstrong 741
 - a. Surface Texture: Medium
 - b. Composition: Mineral Fiber
 - c. Color: White
 - d. Size: 12" x 12"
 - e. Edge Profile: Beveled Tongue & Groove
 - f. Noise Reduction Coefficient(NRC): ASTM C 423; Classified with UL label on product carton

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not proceed with installation until all wet work such as gypsum board or painting has been completed and thoroughly dried out, unless expressly permitted by manufacturer's printed recommendations.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical units per the Drawings. Use full tiles only. No trimming is allowed. Coordinate panel layout with mechanical and electrical fixtures.
- B. Coordination: Furnish layouts for preset inserts, clips, and other ceiling anchors whose installation is specified in other sections.
 - 1. Furnish concrete inserts and similar devices to other trades for installation well in advance of time needed for coordination of other work.

3.3 INSTALLATION

- A. Follow manufacturer installation instructions.
- B. Install to gypsum board substrate with adhesive in accordance with the manufacturer's instructions, and in compliance with ASTM C 636 and with the authorities having jurisdiction.

3.4 ADJUSTING AND CLEANING

- A. Replace damaged and broken panels.
- B. Clean exposed surfaces of acoustical ceilings. Comply with manufacturer's instructions for cleaning and touch up of minor finish damage. Remove any ceiling products that cannot be successfully cleaned and or repaired. Replace with attic stock or new product to eliminate evidence of damage.
- C. Before disposing of ceilings, contact the Armstrong Recycling Center at 877-276-7876, select option #1 then #8 to review with a consultant the condition and location of building where the ceilings will be removed. The consultant will verify the condition of the material and that it meets the Armstrong requirements for recycling.

The Armstrong consultant with provide assistance to facilitate the recycle of the ceiling.

END OF SECTION

SECTION 09 65 19

RESILIENT TILE FLOORING AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections apply to this section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Linoleum tile, Adhesive, Installation

1.3 REFERENCES

- A. Comply with the version year adopted by the Authority Having Jurisdiction:
 - 1. ASTM F 1861 Standard Specification for Resilient Wall Base.
 - 2. ASTM F 1869 Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
 - 3. ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.
 - 4. ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
 - 5. ASTM F 1482 Standard Practice for Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring.
 - 6. CBC – California Building Code.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for specified products.
- B. Samples: Submit selection and verification samples for finishes, colors, and textures.
- C. Closeout Submittals: Submit the following:
 - 1. Operation and Maintenance Data: Operation and maintenance data for installed products. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
 - 2. Warranty: Warranty documents specified herein.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.
 - 1. Installer must be certified by the resilient flooring tile manufacturer, with a minimum of five (5) years successful in-service performance providing products similar to those indicated for this project, and whose work has resulted in construction with a record of in-service performance.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by the manufacturer.

1.7 PROJECT CONDITIONS

- A. Environmental Requirements/Conditions: In accordance with manufacturer's recommendations, areas to receive flooring should be clean, fully enclosed and weathertight. The permanent HVAC must be fully operational, controlled and set at a

minimum of 68 degrees F for a minimum of seven days prior to, during, and seven days after the installation. The flooring material should be conditioned in the same manner for at least 48 hours prior to the installation. Areas to receive flooring shall be adequately lighted to allow for proper inspection of the substrate, installation and seaming of the flooring, and for final inspection.

- B. Maintain temperature and humidity in areas of installation within reasonable limits, as close as possible to final occupancy standards. If necessary, provide artificial heating, cooling and ventilation to maintain required environmental conditions.

1.8 SEQUENCING AND SCHEDULING

- A. Finishing Operations: Install flooring after finishing operations, including painting and ceiling operations, have been completed.

1.9 WARRANTY

- A. Submit to the City of Petaluma the manufacturer's standard warranty document executed by an authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights the City of Petaluma may have under Contract Documents.

1.10 MAINTENANCE

- A. Extra Materials: Deliver to Owner extra uncut materials from same production run as products installed. Package products with protective covering and identify with descriptive labels.
 - 1. Quantity: Furnish quantity of flooring units equal to 5% of amount installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Floor Tiles per Finish Schedule: Forbo Flooring, Inc., Marmoleum T5237, Color 'Black Sheep,' 39.4" x 9.8" tiles
- B. Baseboards per Finish Schedule:
 - 1. At painted gypsum board walls: Tarkett, TA4, Gateway WG, 4" high, at locations indicated in Drawings.
 - 2. At wood walls: See Section 06 20 00.
 - 3. No baseboards at casework.
- C. Adhesives: As recommended by the manufacturer for the specific product being adhered.

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions, and product carton instructions for installation.

3.2 EXAMINATION

- A. Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions (bond testing, pH testing, calcium chloride testing, relative humidity testing, etc.).
- B. In accordance with manufacturer's installation requirements, visually inspect materials prior to installation. Material with visual defects shall not be installed and shall not be considered as a legitimate claim.

3.3 PREPARATION

- A. Protect adjacent work areas and finish surfaces from damage during product installation.

- B. Surface Preparation:
 - 1. General: Prepare floor substrate in accordance with manufacturer's instructions.
 - 2. Floor Substrate: Floors shall be sound, smooth, flat, permanently dry, clean, and free of all foreign materials including, but not limited to, dust, paint, grease, oils, solvents, curing and hardening compounds, sealers, asphalt and old adhesive residue.
 - 3. Concrete Floor Substrate: Concrete floor substrate shall have a minimum compressive strength of 3,000 psi. Comply with the latest version of ASTM F 710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- C. Concrete Moisture Testing: Conduct moisture tests on all concrete floors regardless of the age, grade level or the presence of existing flooring. Conduct calcium chloride tests in accordance with the latest version of ASTM F 1869. Measure the internal relative humidity of the concrete slab in accordance with the latest version of ASTM F 2170. One test of each type should be conducted for every 1,000 square feet of flooring (minimum of 3). The tests should be conducted around the perimeter of the room, at columns, and anywhere moisture may be evident. Concrete moisture vapor emissions must not exceed 5.0 lbs. per 1,000 square feet in 24 hours when using Forbo 660 adhesive. Concrete internal relative humidity must not exceed 75% when using Forbo 660 adhesive. A diagram of the area showing the location and results of each test should be submitted to the Architect, General Contractor or End User. If the test results exceed these limitations, the installation must not proceed until the problem has been corrected.
- D. Concrete pH Test: Perform pH tests on concrete floors regardless of the age or grade level. The surface pH of concrete slabs must not exceed a pH of 9. Concrete substrates with pH readings less than 7.0 or above 9.0 will require remediation prior to installation.
- E. Wood Subfloors: Wood floors should be double construction with a minimum total thickness of 1 inch. Wood floors must be rigid, free from movement and have at least 18" of well-ventilated air space below. Forbo floor coverings should not be installed over wooden subfloors built on sleepers over on or below grade concrete floors without first making sure that adequate precautions have been taken to ensure the structural integrity of the system, and to prevent moisture migration from the concrete slab. Comply with the latest version of ASTM F 1482 Standard Practice for Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring

3.4 INSTALLATION

- A. Finish Flooring Patterns: Review with the Architect during construction, prior to installation.
- B. Material Installation: Dry fit all of the flooring tiles and baseboards, prior to adhering.
- C. Adhesive Installation: Use trowels as recommended by flooring and baseboard manufacturers for specific adhesive.
- D. Installation Techniques:
 - 1. Where demountable partitions, casework, and other items are indicated for installation on top of finished flooring, install flooring tiles before these items are installed.
 - 2. Scribe, cut, fit flooring tiles to butt tightly to vertical surfaces, permanent fixtures and built-in furniture, including pipes, outlets, edgings, thresholds, nosings, and cabinets.
 - 3. Extend flooring tiles into toe spaces, door reveals, closets, and similar openings.
 - 4. Install flooring tiles on covers for telephone and electrical ducts, and similar items occurring within finish floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers.

5. Do not install resilient flooring tiles over expansion joints. Use expansion joint covers manufactured for use with resilient flooring.
6. Adhere resilient flooring tiles and baseboards to substrate without producing open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections in completed installation.
7. Use adhesive applied to substrate in compliance with manufacturer's recommendations, including those for mixing, trowel notch, and adhesive open and working times.
8. Roll resilient flooring tiles if and as required by the resilient flooring manufacturer.

3.5 CLEANING

- A. Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.
 1. Remove visible adhesive and other surface blemishes using cleaning methods recommended by floor manufacturer.
 2. Vacuum floor after installation.

3.6 PROTECTION

- A. Protect installed product and finish surfaces from damage during construction. Remove and legally dispose of protective covering at time of Substantial Completion.

END OF SECTION

SECTION 09 68 13

CARPET TILE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections apply to this section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Carpet tile, Adhesive, Installation

1.3 REFERENCES

- A. Comply with the version year adopted by the Authority Having Jurisdiction:
 - 1. The Carpet and Rug Institute "The Carpet Specifiers' Handbook."
 - 2. The Carpet and Rug Institute "CRI 104 Commercial Carpet Installation Standard."
 - 3. CBC – California Building Code.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for specified products.
- B. Samples: Submit the following:
 - 1. Full-sized carpet tile sample including exact tile type, color, and dye lot.
 - 2. Exposed Edge Stripping and Accessories: 12 inch-long samples in exact type and finish
- C. Closeout Submittals: Submit the following:
 - 1. Operation and Maintenance Data: Operation and maintenance data for installed products. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
 - 2. Warranty: Warranty documents specified herein.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project, with a minimum of five (5) years successful in-service performance providing products similar to those indicated for this project, and whose work has resulted in construction with a record of in-service performance.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver carpeting in original mill protective wrapping with mill register numbers and tags attached.
- B. Deliver other materials in manufacturers unopened containers identified with name, brand, type, grade, class, and other qualifying information.
- C. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by the manufacturer.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install carpet tile until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Do not install carpet tile over concrete slabs until slabs have been verified to have the pH and vapor ranges recommended by carpet tile manufacturer. See Section 09 65 19 for testing requirements.

- C. Maintain temperature and humidity in areas of installation within reasonable limits, as close as possible to final occupancy standards. If necessary, provide artificial heating, cooling and ventilation to maintain required environmental conditions.

1.8 SEQUENCING AND SCHEDULING

- A. Finishing Operations: Install carpet tile after finishing operations, including painting and ceiling operations, have been completed.

1.9 WARRANTY

- A. Provide carpet tile manufacturer's written warranty for a period of 10 years minimum.

1.10 MAINTENANCE

- A. Extra Materials: Deliver to Owner extra uncut materials from same production run as products installed. Package products with protective covering and identify with descriptive labels.
 - 1. Quantity: Furnish quantity of flooring units equal to 5% of amount installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Carpet Tile: Provide manufacturers commercial grade carpet tile for a 100% glue down installation.
 - 1. Mohawk Nutoxia Urban Fringe II, Color 'Archway,' 12" x 36" tiles
- B. Baseboards: Tarkett, TA4, Gateway WG, 4" high, at locations indicated in Drawings. No baseboards at casework.
- C. Adhesives: As recommended by the manufacturer for the specific product being adhered.

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Portland cement-based formulation provided by or recommended by carpet tile manufacturer. Do not use gypsum based compounds.
- B. Carpet Adhesives: Water-resistant, mildew resistant, and nonstaining, high solids, low VOC emitting formulations that are specifically recommended by the carpet manufacturer, as verified through compatibility and adhesion testing for the intended substrate and application, and that comply with flammability requirements for installed carpet.
- C. Carpet Edging: Provide rubber composition carpet edging in single lengths wherever possible, keeping the number of joints or splices to a minimum. Provide in quantities and locations as job required based upon the recommended good practice of the industry; include in every location where carpet terminates and other flooring continues. Color to match adjacent carpet types.
- D. Floor Sealer: Type as recommended and manufactured by the carpet tile manufacturer for the applications indicated.

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions, and product carton instructions for installation.

3.2 EXAMINATION

- A. Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions (bond testing, pH testing, calcium chloride testing, relative humidity testing, etc.).

- B. In accordance with manufacturer's installation requirements, visually inspect materials prior to installation. Material with visual defects shall not be installed and shall not be considered as a legitimate claim.

3.3 PREPARATION

- A. Coordinate the installation of carpet so as not to delay the occupancy of the site or interfere with the completion of construction.
- B. Examine the substrates, adjoining construction and the conditions under which the Work is to be installed. Verify recommended limits for moisture content and alkalinity of concrete substrates with carpet manufacturer.
 - 1. Moisture Content: Verify moisture content using a standard calcium chloride crystal test or a 1 square yard (0.84 sq.m) clear plastic test. Perform testing at a frequency as recommended by the carpet manufacturer. Perform testing at a frequency of not less than once every 1,000 square feet (93 sq.m).
 - 2. Alkalinity Test: Verify alkalinity of concrete substrates by drilling a 3/8 inch (9.5 mm) diameter hole approximately 1/4 inch (6.35 mm) deep, remove all residue; fill with distilled water, allow water to stand 3 minutes and test with a calibrated electronic meter or Ph paper. Perform testing at a frequency of not less than once every 1,000 square feet (93 sq.m).
 - 3. Alternative test procedures for moisture content and alkalinity may be acceptable subject to the carpet manufacturer's review and written acceptance.
- C. Concrete Subfloors: Verify that concrete slabs comply with the following:
 - 1. Remove coatings, including curing compounds, existing floor covering adhesive residues, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by the carpet manufacturer.
 - 2. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by the carpet manufacturer.
 - 3. Use leveling and patching compounds recommended by flooring manufacturer for filling cracks, holes and depressions in the substrate. Surface shall be smooth, level and at proper elevation. Remove ridges, roughness and protrusions from concrete surfaces by grinding.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet.
- E. Carpet installation shall not commence until painting and finishing work are complete and ceiling and overhead work is tested, approved, and completed.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.4 INSTALLATION

- A. Finish Flooring Patterns: Review with the Architect during construction, prior to installation.
- B. Material Installation: Dry fit all of the carpet tiles and baseboards, prior to adhering.
- C. General: Comply with the manufacturer's instructions, specified industry standards and recommendations. Apply adhesive in accordance with adhesive manufacturer's directions.
- D. Adhere all full size, perimeter tiles, and cut tiles, with a full spread of adhesive. Dry fit cut tiles and apply adhesive to tile back after tile has been cut. Use full uncut tiles down the center of corridors and, where necessary, cut perimeter tiles to butt walls.
 - 1. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.

2. Cut openings in carpet for electrical outlets, piping and other penetrations. Maintain close tolerances so that edges of carpet will be covered by plates and escutcheons.
 3. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- E. Butt carpet tile tightly together to form seams without gaps or entrapped pile yarns and aligned with adjoining tiles.
- F. Edge Strip Installation: Install edge strip at every location where edge of carpet is exposed to traffic, unless otherwise indicated. Unless otherwise directed by the Architect of Record, install in single lengths and secure in accordance with manufacturer's directions.
- G. Traffic over adhesive installations shall be restricted until adhesive has properly cured in accordance with the adhesive manufacturers recommendations.

3.5 CLEANING

- A. Cleaning: As the carpeting is installed, remove and dispose of all trimmings, excess pieces of carpeting and laying materials from each area as it is completed. Vacuum carpeting with a commercial vacuum, having a cylindrical brush or beater bar and high suction. Remove adhesives, stains, and soil spots in accordance with the carpet manufacturer's recommendations.

3.6 PROTECTION

- A. Protection: Protect carpeting against damage of every kind as damaged carpeting shall be rejected. Use non-staining cover material for protection. Tape joints of protective covering.
1. Plastic and polyethylene sheet protective coverings shall not be permitted.
 2. Remove and replace rejected carpeting with new carpeting. At the completion of the work, remove covering, vacuum clean carpeting and remove soiling and stains (if any) to the satisfaction of the City of Petaluma.

END OF SECTION

SECTION 09 72 00

WALL COVERINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections apply to this section.

1.2 SUMMARY

- A. Contractor shall furnish, install and finish environmentally friendly wallcovering as specified in the contract documents.

1.2 SAMPLE

- B. Contractor shall submit for the Architect's approval – a sample of each texture, type or color to be installed.

1.3 COMPLIANCE

- A. Submit certification that the manufacturer's wallcovering meets the Architect's specifications. Submit documentation that the manufacturer's wallcovering is fire rated Class "A".

1.4 WARRANTY

- A. Contractor will supply the manufacturer's written warranty against defects in workmanship for 5 years from the date of installation. Submit manufacturer's written warranty.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. All necessary materials for installation including wallcovering, primer and adhesives must be delivered to the job site undamaged. All containers are to be clearly marked with the manufacturers identification label. Store wallcovering rolls and materials horizontally in a clean, dry area where temperature and humidity remain constant and within the manufacturers specifications.

1.6 PROJECT CONDITIONS

- A. Environmental conditions must remain constant and over 65 degrees Fahrenheit for at least four days before and throughout the installation and four days thereafter. Walls shall be finished to the Architect's specification and be free of surface defects and dirt. The Contractor for the installation process must provide sufficient lighting and access.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All PVC-free wallcoverings specified and installed shall meet the latest physical requirements as detailed in Federal Specification CCC-W-408-D for Type II Wallcovering.
- B. All wallcoverings specified shall be permeable and breathable and tested according to the Wet Cup test (ASTM E96) scoring a minimum of 60 perms for mold and mildew resistance.
- C. Wallcovering shall be low VOC emitting and meet California Section IAQ 1350 for air quality.
- D. Wallcovering must be recyclable and eligible for LEED credits 4.1, 4.2 (+30% post consumer recycled material) and/or LEED v4 credits.

2.2 FLAME AND SMOKE CHARACTERISTICS

- A. The manufacturer shall certify that the PVC-free wallcovering supplied meets Federally specified limits for flame, smoke development and flash over according to the required ASTM-E84 and meet NFPA-101 criteria.

2.3 ENVIRONMENTAL

- A. Manufactured without the use of Brominated Flame retardants.
- B. Indoor Air Quality
 1. Meets California CDPH Standard for Schools and Offices.
 2. Tested per CA-1350.
 3. Certified NSF/ANSI 342 Sustainability Standard.
- C. Phthalate-free formulation.
- D. Compliant with CA Prop 65.
- E. PVC and lead-free.

2.4 TEST ACCREDITATION

- A. All product testing for compliance with Federal Specifications shall be performed and evaluated by one or more of the following independent and accredited testing companies:
 1. Intertek Testing Services NA, Inc.
 2. Underwriters Laboratories.
 3. Vartest Laboratories.
 4. American Flamecoat Testing.
 5. Omega Point Laboratories, Inc.

2.5 WALL COVERING

- A. Permit Center: Adhered photo-printed wall mural on south wall of Permit Center, Lobby 1.
 1. Full-length of wall surface per Drawings.
 2. Mural is approximately 44'-8" +/- long x 6'-2" +/- high and wraps around doors and other openings as shown in the drawings.
 3. The exact graphic/image and placement will be determined by Architect during construction. The Architect will provide an updated interior elevation showing exact wall covering placement.
- B. Product: 13 ounce Dreamscape 'Terralon' or approved equal.

2.6 ADHESIVES AND PRIMERS

- A. It is recommended to use Adhesives and Primers designed for permeable wallcoverings. Adhesives and Primers must contain mildew inhibitors. See manufacturer's recommendations for commercially available products.

PART 3 - EXECUTION

3.1 INSPECTION

- A. The Contractor shall provide a complete copy of the manufacturer's current Hanging Instructions to the installer pertaining to the installation of the wallcovering. All installations must conform to manufacturers current installation instructions and product technical information.
- B. All labels shall be checked for accuracy by the installer to ensure that the shipment is received as ordered.
- C. If no defect is evident before installation, the material should be inspected after three (3) panels are installed. If any defect is evident at this time (or any point of the installation) no further material should be applied and the Contractor should be contacted immediately.

- D. No horizontal seams allowed. If vertical seams are required, locate centered over a door opening.

3.2 SURFACE PREPARATION

- A. All hanging surfaces must be clean, smooth, dry, undamaged, free of mold, mildew, grease or stains, and structurally intact. All loose paint and other wallcoverings must be removed. If moisture is present, immediately identify and eliminate the source(s) of the moisture and verify that all wall surfaces are completely dry before proceeding.
- B. Any mold or mildew must be removed from walls and hanging surfaces prior to installation. Walls should not contain in excess of 4% residual moisture content. A moisture meter should be used to determine moisture content. Moisture infiltration and accumulation can lead to mold or mildew growth and must be corrected prior to the installation of the wallcovering. This product is intended for use in buildings that are properly designed and maintained to avoid moisture infiltration, condensation and or accumulation at wall cavities and wall surfaces, particularly in warm, humid climates. Old walls shall also be treated with bleach, Lysol and/or other approved, mildew-inhibiting products in order to inhibit further mildew growth.
- C. Proper surface preparation is key to getting great results. To prepare the surface properly, we recommend that you prime all surfaces with a universal, white-pigmented, mold inhibiting wallcovering primer.
- D. For new drywall construction, a coat of wallcovering primer shall be applied to the surface before application of wallcovering. Use a primer that dries to a solid color to conceal drywall joints.

END OF SECTION

SECTION 09 91 00
PAINTS AND COATINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Provide painting and finishing of exposed items and surfaces.
 - a. Specified surface preparation, priming and coats of paint are in addition to shop-priming and surface treatment specified under other sections of work.
 - b. Painting and finishing includes field finishing of exterior and interior items not listed as "Surfaces not to be Painted" unless clearly indicated otherwise.
 - c. Painting and finishing includes field finishing of select shop finished items where indicated as required to match adjacent surfaces, such as mechanical grilles and registers.
 - d. Field paint exposed bare and covered pipes, ducts, and hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work in occupied spaces.

B. Related Sections:

1. Section 06 20 00: Finish Carpentry
2. Section 06 40 10: Architectural Wood
3. Section 08 21 00: Wood Doors
4. Section 09 29 00: Gypsum Board

C. Surfaces Not To Be Painted:

1. Finished items including finished metal surfaces.
2. Walls and ceilings in concealed areas and generally inaccessible areas.
3. Moving parts of operating mechanical and electrical units.
4. Labels: Keep equipment identification and fire rating labels free of paint.
5. Plastic smoke stops and weather-stripping at doors.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information, including paint label analysis and application instructions for each material.
- B. Samples: Submit samples for review of color and texture; provide list of material and application for each coat of each finish sample.
1. Brush-Outs: Submit samples of each color and material with texture to simulate actual conditions, on hardboard.
 - a. Submit 8" by 10" samples of wood finishes on actual wood surfaces; label and identify each as to location and application.
 2. Field Samples: Duplicate painted finishes of approved samples on actual wall surfaces and components for approval prior to commencing work.
 - a. Size: Minimum 100 sf located where approved.
 - b. Components: One full component as directed.
 - c. Simulate finished lighting conditions for review.
- C. Certificates: Furnish certificates from each manufacturer stating materials are top quality lines and suitable for intended use on this Project.

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements: Furnish materials approved for use by applicable air quality management district for limitations of volatile organic compounds for architectural or special coatings as applicable.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, with:
 - 1. Name of material, color and sheen.
 - 2. Manufacturer's name, stock number and date of manufacture.
 - 3. Contents by volume, for major pigment and vehicle constituents.
 - 4. Thinning and application instructions.

1.5 SITE CONDITIONS

- A. Apply water-base paints when temperature of surfaces and surrounding air are between 50 and 90 degrees F.
- B. Do not apply paint in rain, fog or mist; or when relative humidity exceeds 85 percent; or to damp or wet surfaces.
- C. Painting may be continued during inclement weather if areas to be painted are enclosed and heated within temperature limits specified.
- D. Provide additional temporary ventilation during interior application of paints to eliminate volatile organic compound (VOC) emissions from interior spaces as quickly as possible.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Kelly Moore Paint Company
- B. Benjamin Moore & Co.
- C. Dunn-Edwards Corp.
- D. P.P.G. Industries, Inc., Coatings and Resins Division.
- E. Devoe & Reynolds Co.
- F. Substitutions: Refer to Section 01 63 00.

2.2 MATERIALS

- A. Definition: "Paint" as used herein means coating systems including primers, emulsions, enamels, stains, sealers and fillers, whether used as prime, intermediate or finish coats.
- B. Material Quality: Provide top line quality commercial grade (professional painter) paints; materials not bearing manufacturer's identification as a best-grade product shall not be acceptable.
 - 1. Primers: Provide premium grade primers recommended by paint manufacturer for substrates indicated and for finish systems specified.
 - 2. Undercoats and Barrier Coats: Provide undercoat paints produced by same manufacturer as finish coats; use only thinners approved by paint manufacturer, and use only within recommended limits.
 - 3. Finish Coats: Provide finish coats capable of being washed with mild detergent without loss of color, sheen, or pigments.
 - a. Color pigments: Pure, non-fading, applicable types to suit substrates and service indicated; no lead content permitted.
 - 4. Finish Coat Coordination: Provide finish coats which are compatible with prime paints, undercoats, and barrier coats used.
 - a. Review other Specification sections in which prime paints are provided; ensure compatibility of total coatings systems.
 - b. Upon request from other trades furnish information on characteristics of finish materials proposed for use.
 - c. Provide barrier coats over incompatible primers or remove and prime as required.

- d. Notify Architect in writing of any anticipated problems in use of specified coating systems with substrates primed by others.
- C. Colors and Finishes: Prior to commencement of painting work, Architect will furnish color chips for surfaces to be painted.
 1. Use of proprietary names in color selection is not intended to imply exclusion of equivalent products of other manufacturers.
 2. Final acceptance of colors will be from samples applied on site.
- D. Volatile Organic Compound (VOC) Emissions: Select materials that generate least amount of pollution; consider pollution and volatile organic compound (VOC) emissions generated during manufacturing, transport, installation, use, and disposal.
 1. Avoid materials that contain ozone depleting chemicals and that emit potentially harmful volatile organic compound (VOC) emissions.
 2. Avoid materials that can leach harmful chemicals into ground water; do not allow potentially harmful chemicals to enter sewers nor storm drains.
 3. Select materials that can be reused or recycled and materials with significant percentage of recycled content; set specific recycled content percentages for individual materials; avoid materials difficult to recycle.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Inspection: Examine areas and conditions under which painting work is to be applied.
 1. Start of painting work indicates acceptance of surfaces and conditions of surfaces and conditions within any particular area.
 2. Where exposed items or surfaces are not specifically mentioned in Schedules, paint same as adjacent similar materials or areas.
 3. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to a durable paint film.
- B. Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as specified for substrate condition.
 1. Existing Painted Finishes:
 - a. Clean existing painted surfaces and remove oil, grease, dust, stains, scale, efflorescence, mildew, mold, algae, blisters, and non-adhering paint.
 - b. Measure adhesion of existing paints using ASTM D3359 tape test; remove existing coatings where poor adhesion is indicated.
 - c. Feather edges of severely deteriorated paint where several coats are removed as part of cleaning, to provide smooth transition for new paint.
 - d. Fill holes, cracks, and defects and fill and sand smooth, ready for new paint finish.
- C. Remove hardware, accessories, and items in place and not to be painted, or provide protection prior to surface preparation and painting; after painting reinstall removed items.
- D. Clean surfaces before applying paint; remove oil and grease prior to mechanical cleaning; program cleaning so contaminants from cleaning process do not fall onto wet, newly painted surfaces.
- E. Cementitious Materials: Prepare by removing efflorescence, chalk, dirt, grease, oils, and by roughening as required to remove glaze.
 1. Determine alkalinity and moisture content of surfaces to be painted.
 2. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, neutralize before application of paint.

3. Do not paint over surfaces where moisture content exceeds manufacturer's printed directions.
- F. Wood: Clean wood surfaces of dirt, oil, and other foreign substances; sandpaper smooth surfaces exposed to view, and dust off.
 1. Scrape and clean seasoned knots and apply thin coat of recommended knot sealer, before application of priming coat.
 2. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job; prime edges, ends, faces, undersides, and backsides of wood.
 3. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler; sandpaper smooth when dry.
- G. Ferrous Metals: Touch up shop-applied prime coats wherever damaged using same type of primer as applied in shop or barrier coat compatible with finish paint.
 1. Bare Surfaces: Clean surfaces that are not galvanized or shop-coated, of oil, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.
 2. Galvanized Surfaces: Clean free of oil and surface contaminants, using non-petroleum based solvent; primer and touch-up primer to be zinc-rich primer.
- H. Mix painting materials in accordance with manufacturer's directions.
- I. Store materials in tightly covered containers; maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
- J. Stir materials before application to produce mixture of uniform density, and stir as required during application; do not stir surface film into material, if necessary, strain material before using.

3.2 APPLICATION

- A. Apply paint in accordance with manufacturer's directions; use applicators and techniques best suited for substrate and type of material being applied.
 1. Apply additional coats when stains or blemishes show through final coat, until paint is a uniform finish, color and appearance.
 2. Provide extra attention to assure dry film thickness at corners and crevices is equivalent to that of flat surfaces.
 3. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces; paint surfaces behind permanently-fixed equipment and furniture with prime coat only.
 4. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.
 5. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 6. Finish doors on tops, bottoms and side edges same as faces.
 7. Sand lightly between each succeeding enamel coat and each varnish coat.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated or prepared for painting as soon as practicable after preparation.
 1. Allow time between successive coatings to permit proper drying.
 2. Do not recoat until paint feels firm and does not deform or feel sticky under moderate thumb pressure.
- C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as recommended by coating manufacturer.

- D. Prime Coats: Apply to items not previously primed; recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat.
- E. Finish Coats: Provide even texture; leave no laps, irregularity in texture, skid marks, or other surface imperfections.
 - 1. Opaque Finishes: Provide opaque, uniform finish, color and coverage; cloudiness, spotting, holidays, brush marks, runs, sags, ropiness, and other surface imperfections are not acceptable.
 - 2. Transparent and Stained Finishes: Produce glass smooth surface film of even luster; provide with no cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, and other surface imperfections.
- F. Completed Work: Match approved samples for color, texture and coverage; remove, refinish or repaint work not accepted.

3.3 PAINTING SCHEDULE

- A. Interior Work: Provide following paint systems.
 - 1. Gypsum Board Systems: Eggshell sheen at walls, Eggshell sheen at ceilings.
 - a. 1st Coat: Universal primer.
 - b. 2nd and 3rd Coat: Interior latex or acrylic latex emulsion.
 - 2. Gypsum Board Systems at Wet Areas: Satin sheen at walls, Satin sheen at ceilings.
 - a. 1st Coat: Universal primer.
 - b. 2nd and 3rd Coat: Interior latex or acrylic latex emulsion.
 - 3. Metal: Semigloss sheen.
 - a. 1st Coat: Touch-up primer, prime if none.
 - b. 2nd and 3rd Coat: Alkyd or 100% acrylic enamel.
 - 4. Opaque Finished Wood: Semigloss sheen.
 - a. 1st Coat: Primer undercoat.
 - b. 2nd and 3rd Coat: Alkyd or 100% acrylic enamel.
 - 5. Transparent Finished Wood: See Section 06 20 00 - Finish Carpentry, Section 06 40 10 - Architectural Wood, and Section 08 21 00 - Wood Doors.
- B. Sheens: Comply with ASTM D523, reflectance of paint.
 - 1. Flat: 1-10.
 - 2. Satin: 15-30.
 - 3. Eggshell: 30-45.
 - 4. Semigloss: 45-75.
 - 5. Gloss: 75-100.

3.4 CLEAN-UP, PROTECTION, AND REPAIR

- A. Clean-Up: During progress of work, remove discarded paint materials, rubbish, cans and rags from site at end of each work day.
 - 1. Clean glass and paint-spattered surfaces immediately by proper methods of washing and scraping, using care not to scratch or damage finished surfaces.
- B. Protection: Protect work of other trades, whether to be painted or not; correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
 - 1. Provide "Wet Paint" signs to protect newly-painted finishes.
 - 2. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- C. Repair: At completion of work of other trades, touch-up and restore damaged surfaces or defaced painted surfaces.

END OF SECTION

SECTION 10 12 00

DISPLAY CASES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections apply to this section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Wall-mounted, pre-fabricated display cases.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for specified products, as described in this section. Include data substantiating that products to be furnished comply completely with requirements of the contract documents and specifications. Include installed weight, load criteria, furnished specialties, and accessories.
- B. Closeout Submittals: Submit the following:
 - 1. Operation and Maintenance Data: Operation and maintenance data for installed products. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
 - 2. Warranty: Warranty documents specified herein.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver display cases in original protective wrapping and tags attached.
- B. Deliver other materials in manufacturers unopened containers identified with name, brand, type, grade, class, and other qualifying information.
- C. Storage and Protection: Store materials protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by the manufacturer.

1.5 PROJECT CONDITIONS

- A. Verify that there are adequate wall studs, posts, and/or blocking in the walls where display cases are to be mounted, as required by the manufacturer for the weight of the display case.
- B. Verify that walls are plumb and straight where wall cases will be mounted, as required by the manufacturer.

1.6 SEQUENCING AND SCHEDULING

- A. Finishing Operations: Install display cases after wall finishing has been completed.

1.7 WARRANTY

- A. Provide manufacturer's standard written warranty.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Display Case, Permit Center: (1) United Visual Products / MyWhiteBoards UV-90-12, 36" high x 96" long, satin anodized aluminum frame, tempered clear glass, tan cork interior surface, concealed nylon rollers, finger pulls, and tamper-proof locking mechanism.
 - 1. If additional case(s) are added by Change Order during construction, all display cases shall be keyed alike.

2.2 INSTALLATION ACCESSORIES

- A. Fasteners, adhesives, and seismic wall anchors as provided or recommended by the manufacturer.

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions, and product carton instructions for installation.

3.2 EXAMINATION

- A. Proceed with installation only after unsatisfactory conditions have been corrected..
- B. In accordance with manufacturer's installation requirements, visually inspect materials prior to installation. Material with visual defects shall not be installed and shall not be considered as a legitimate claim.

3.3 INSTALLATION

- A. Locations: Review with the Architect during construction, prior to installation.
- B. General: Comply with the manufacturer's instructions, specified industry standards and recommendations.
- C. Install fully in conformance with the manufacturer's installation directions, including all recommended adhesives, fasteners, and wall anchors.

3.5 PROTECTION

- A. Protection: Protect display cases against damage of every kind as damaged display cases shall be rejected.

3.6 CLEANING AND PRESENTATION

- A. Cleaning: Immediately upon completion of installation, clean components and surfaces of all smudges and dust, to the satisfaction of the City of Petaluma.
- B. Provide the City of Petaluma with two sets of keys.

END OF SECTION

SECTION 10 21 13

TOILET PARTITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections apply to this section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Solid Color Reinforced Composite Toilet partitions.

1.3 SUBMITTALS

- A. Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Shop Drawings: Submit manufacturer's shop drawings for each product specified, including the following:
 - 1. Plans, elevations, details of construction and attachment to adjacent construction.
 - 2. Show anchorage locations and accessory items.
 - 3. Show all latches, hinges, anchors, connectors, and other hardware required for a complete installation.
 - 4. Verify dimensions with field measurements prior to final production of toilet compartments.
- C. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- D. Verification Samples: For each finish product specified, two samples, minimum size 6 inches square representing actual product, color, and patterns.
- E. Closeout Submittals: Submit the following:
 - 1. Operation and Maintenance Data: Operation and maintenance data for installed products. Include methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
 - 2. Warranty: Warranty documents specified herein.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum 2 year experience installing similar products.
- B. Single Source Requirements: Provide products from a single manufacturer.
- C. Accessibility Requirements: Comply with requirements applicable in the jurisdiction of the project, including but not limited to California Building Code Chapter 11B, ADA, and ICC/ANSI A117.1 requirements as applicable.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
- B. Handling: Handle materials to avoid damage.

1.6 PROJECT CONDITIONS

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

1.7 SEQUENCING AND SCHEDULING

- A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.8 WARRANTY

- A. Provide manufacturer's standard 25 year limited warranty for panels, doors, and stiles against breakage, corrosion, delamination, and defects in factory workmanship. Manufacturer's standard 1 year guarantee against defects in material and workmanship for stainless steel door hardware and mounting brackets.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Bobrick Washroom Equipment, Inc. or approved equal.

2.2 Solid Color Reinforced Composite (SCRC) Toilet Partitions: Bobrick Sierra Series 1090 color-through panel system.

- A. Color to be selected by Architect.
- B. Design Type: Standard Height Door/Panel Height 58 inches, Floor Clearance 12 inches.
- C. Mounting: Floor-mounted. Manufacturer's stile standard height: 69 inches.
- D. Finished Thickness:
 - 1. Stiles and Doors: 3/4 inch.
 - 2. Panels and Screens: 1/2 inch.
- E. Stiles: Floor-anchored stiles furnished with expansion shields and threaded rods.
 - 1. Leveling Devices: 7 gauge, 3/16 inches thick, corrosion-resistant, chromate-treated, double zinc-plated steel angle leveling bar bolted to stile; furnished with 3/8 inch diameter threaded rods, hex nuts, lock washers, flat washers, spacer sleeves, expansion anchors, and shoe retainers.
 - 2. Stile Shoes: One-piece, 22 gauge, 18-8, Type 304 stainless steel, 4 inch height; tops with 90 degree return to stile. One-piece shoe capable of adapting to 3/4 inch or 1 inch stile thickness and capable of being fastened (by clip) to stiles starting at wall line.
- F. Wall Posts: Pre-drilled for door hardware, 18-8, Type 304, 16 gauge stainless steel with satin finish; 1 inch x 1-1/2 inches x 58 inches high.
- G. Anchors: Expansion shields and threaded rods at floor connections as applicable.
- H. Hardware: Chrome-plated "Zamak", aluminum, extruded plastic hardware not acceptable.
 - 1. Compliance: Operating force of less than 5 lbs.
 - 2. Emergency Access: Hinges, door latch allow door to be lifted over keeper from outside compartment on inswing doors.
 - 3. Materials: 18-8, Type 304, heavy-gauge stainless steel with satin finish.
 - 4. Doorstops: Prevents inswinging doors from swinging out beyond stile; on outswing doors, doorstop prevents door from swinging in beyond stile.
 - 5. Fastening: Hardware secured to door and stile by through-bolted, theft-resistant, pin-in-head Torx stainless steel machine screws into factory-installed, threaded brass inserts. Fasteners secured directly into core not acceptable. Threaded Brass Inserts: Factory-installed; withstand direct pull force exceeding 1500 lbs. per insert.
 - 6. Door Latch: Track of door latch prevents inswing doors from swinging out beyond stile; on outswing doors, door keeper prevents door from swinging in beyond stile; 16 gauge sliding door latch, 14 gauge keeper.
 - 7. Locking: Door locked from inside by sliding door latch into keeper.
 - 8. Hinge Type: Standard. Balanced, with field-adjustable cam to permit door to be fully closed or partially open when compartment is unoccupied.

9. Mounting Brackets: Standard Concealed. Mounted inside compartment; exposed brackets on exterior of compartment not acceptable with the exception of outswing doors.

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions, and product carton instructions for installation.

3.2 PREPARATION

- A. Prepare substrates including but not limited to blocking and supports in walls and ceilings at points of attachment using methods recommended by the manufacturer for achieving the best result for the substrates under the project conditions.
 1. Inspect areas scheduled to receive compartments for correct dimensions, plumbness of walls, and soundness of surfaces that would affect installation of mounting brackets.
 2. Verify spacing of plumbing fixtures to assure compatibility with installation of compartments.
- B. If preparation is the responsibility of another installer, notify the City of Petaluma in writing of deviations from manufacturer's recommended installation tolerances and conditions.
- C. Do not proceed with installation until substrates have been properly prepared with blocking and supports in walls and ceilings at points of attachment and deviations from manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.

3.3 INSTALLATION

- A. Locations: Review with the Architect during construction, prior to installation.
- B. Install products in strict compliance with manufacturer's written instructions and recommendations, including the following:
 1. Verify blocking and supports in walls and ceilings has been installed properly at points of attachment.
 2. Verify location does not interfere with door swings or use of fixtures.
 3. Use fasteners and anchors suitable for substrate and project conditions
 4. Install units rigid, straight, plumb, and level.
 5. Conceal evidence of drilling, cutting, and fitting to room finish.
 6. Test for proper operation.

3.5 ADJUSTING, CLEANING AND PROTECTION

- A. Adjust hardware for proper operation after installation. Set hinge cam on in-swinging doors to hold doors open when unlatched. Set hinge cam on out-swinging doors to hold unlatched doors in closed position.
- B. Touch-up, repair or replace damaged products.
- C. Clean exposed surfaces of compartments, hardware, and fittings.

END OF SECTION

SECTION 10 28 00
RESTROOM ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Provide toilet accessories with attachment hardware and rough-in frames as required for complete, operational installation.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data illustrating each accessory at large scale.

1.3 QUALITY ASSURANCE

- A. Access for Persons with Disabilities: Comply with California Building Code and Americans with Disabilities Act Accessibility Guidelines (ADAAG).

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver inserts and rough-in frames to jobsite at appropriate time for building in.
B. Do not deliver accessories to site until rooms in which they are to be installed are ready to receive them.
C. Pack accessories individually, protect each item and its finish.

1.5 PROJECT CONDITIONS

- A. Protect adjacent or adjoining finished surfaces from damage during installation of work of this section.
B. Before starting work notify Architect in writing of conditions detrimental to installation or operation of units.
C. Verify with Architect exact location of accessories.

1.6 WARRANTY

- A. Special Warranty: Replace mirrors which exhibit signs of desilvering or distortion.
1. Special Warranty Period: Two years.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Bobrick Washroom Equipment, Inc.
B. Substitutions: Refer to Section 01 63 00.

2.2 RESTROOM ACCESSORIES

- A. Products
1. Touchless / automatic soap dispenser: Bobrick B-2013, surface mounted.
 2. Touchless / automatic paper towel dispenser and waste: Bobrick B-3979, surface mounted.
 3. Seat tissue cover dispenser: Bobrick B-3013, recessed.
 4. Toilet paper dispenser: Bobrick B-3888, recessed.
 5. Sanitary Napkin Disposal: Bobrick B-35303, recessed.
 6. Drinking Fountain Grab Bars / Pedestrian Protection: Bobrick 819298, or Bradley 8120-056000, or approved equal.
- B. Materials
1. General: Provide manufacturer's standard materials and finishes for accessories listed; where more than one material or finish is available and not otherwise indicated provide as selected by Architect from manufacturer's standard materials and finishes.

2. Stainless Steel Sheet: ASTM A666, commercial grade, Type 304, gages as standard with manufacturer of specified items.
3. Stainless Steel Tubing: ASTM A269, commercial grade, seamless welded.
4. Sheet Steel: ASTM A1008, cold rolled stretcher leveled; minimum G90 galvanized coating, ASTM A924 and A653.
5. Adhesive: Epoxy type contact cement as recommended by accessory manufacturer.
6. Fasteners, Screws, and Bolts: Hot dip galvanized; as recommended by accessory manufacturer for component and substrate.
7. Keys: Provide universal keys for access to toilet accessory units requiring internal access for servicing and supply.
 - a. Provide minimum six keys to Owner representative.
8. Metal Framed Mirror Glass: ASTM C1036, q1 mirror select clear float glass with full silver coating, copper coating and organic coating; minimum 1/4" thick.

C. Fabrication

1. Weld and grind smooth joints of fabricated components.
2. Form exposed surfaces from one sheet of stock, free of joints.
3. Fabricate units with tight seams and joints, exposed edges rolled; hang doors and access panels with continuous piano hinges; provide concealed anchorage where possible.
4. Provide steel anchor plates and anchor components for installation on building finishes.
5. Form surfaces flat without distortion; maintain flat surfaces without scratches and without dents; finish exposed edges eased, free of sharp edges where potential exists for physical contact.
6. Hot dip galvanize ferrous metal anchors and fastening devices.
7. Assemble components in shop; package complete with anchors and fittings.

D. Finishes

1. Exposed Finishes: Stainless steel, number 4, satin finish; satin chrome finish acceptable where stainless steel not available for accessory item listed or scheduled.
2. Concealed Surfaces: Treat and clean, spray-apply one coat primer and baked enamel finish.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Provide templates and rough-in measurements.

3.2 INSTALLATION

- A. Install accessories in accordance with manufacturer's printed instructions using fasteners appropriate to substrate.
- B. Install true, plumb and level, securely and rigidly anchored to substrate.
- C. Use tamper-proof, security type fasteners.
- D. Adjust accessories for proper operation and verify mechanisms function smoothly.
- E. Replace damaged and defective items.
- F. Clean and polish exposed surfaces after removing temporary labels.

3.3 ACCESSORIES SCHEDULE

- A. Refer to schedules and symbol references on the Drawings.

END OF SECTION

SECTION 22 00 00

PLUMBING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work Included: Work under this Section includes, but is not necessarily limited to:
1. All labor materials, tools, appliances and equipment that are required to furnish and install the complete installation shown on the Drawings for this Section of the work and/or specified in the following Specifications, including that which is reasonable inferred.
 2. Furnishing and installing plumbing fixtures.
 3. Cutting, patching, sawcutting, and core-drilling for installation of plumbing pipe and accessories.
 4. Testing and adjusting of piping and equipment.
 5. Repair of all damage done to premises as a result of this installation and removal of all debris left by those engaged in this installation.
 6. Responsibility for all damage to any part of the premises caused by leaks or breaks in pipe or equipment furnished or installed under this Section of the Work for a period of one (1) year after date of acceptance of the Work.
 7. Cleanliness of all exposed materials and equipment at time building is turned over to the Owner.
 8. All insurance, fees and taxes required and applicable shall be included.
 9. All rigging, hoisting, transportation and associated work necessary for placement of all equipment in the final location shown.
 10. Provide submittal data for all material being installed. See Section 01300 for submittal requirements. Also see paragraph 2.1.B.2 below.
 11. Compliance with current "no-lead" requirements.
- B. Related Work in Other Sections:
1. Electrical material and connections to equipment.
 2. Interior and exterior painting: Prime and finish painting.

1.2 GENERAL REQUIREMENTS

- A. Visit the site of the work, compare it with the Drawings and Specifications as to the conditions under which Work is to be performed, ascertain and check all conditions and elevations and take all measurements which may affect the Work. Where revisions or changes to the Work are required to permit the installation of new work, they shall be made by this contract without extra cost. No allowance shall subsequently be made for any expense due to failure or neglect under this Section to make such an examination, or to observe areas of difficult working conditions which may affect the contract cost.
- B. Pay all fees and obtain all permits and licenses necessary for the completion of the Work and notify all interested authorities when this Work is ready for any necessary or required inspections. Deliver to the Owner a certificate of all inspections and acceptances issued by the jurisdictional authorities, approving the complete plumbing installation.
- C. All work shall be in strict accordance with the latest rules of any local or State ordinances and codes, UPC, building codes, and the NFPA. No extra charge will be paid for furnishing items required by the regulations but not specified herein or shown on the Drawings. Rulings and interpretations of the agencies shall be

considered as part of the regulations if commonly known to the trade prior to the submittal of bids.

- D. Follow manufacturers' directions in all cases where manufacturers of equipment used in this Contract furnish directions covering points not shown on the Drawings or specified herein.
- E. Quiet and vibration-free operation of all equipment is a requirement of this installation. Properly adjust, repair, balance or replace any equipment producing objectionable noise or vibration in any of the occupied areas of the building, including providing additional brackets, bracing, etc., to prevent objectionable noise or vibration.
- F. The general arrangement and location of piping, apparatus, etc., is shown on the Drawings or specified herein. Changes may be necessary to accommodate other work and existing building conditions. Should it be necessary to deviate from arrangement or location indicated in order to meet new and/or existing building conditions, mechanical or electrical work, or due to interference with work of other trades, such deviations as offsets, rises and drops in piping that may be necessary, whether shown or not, shall be made by this Contractor without extra expense to the Owner. Extreme accuracy of data given herein and on Drawings is not guaranteed. The Contractor shall verify locations of existing utilities before making any new connections. The Drawings and Specifications are for the assistance and guidance of this Contractor, and exact locations, distances and elevations will be governed by actual site conditions.
- G. Coordination and Clearance: It is the essence of this Contract that all work be completely coordinated with all other trades and Sections and that all lines, grades, slopes and vertical and horizontal location of pipes be exactly determined in the field and cleared with all other Divisions and Sections before the installation of these items is begun. No extra compensation shall be made for Contractor's failure to observe this clause. Carefully coordinate all work in and around mechanical equipment enclosures with Mechanical Division prior to installation.
- H. The Drawings and Specifications do not undertake to list every item that will be installed. When an item is necessary for the satisfactory operation of the equipment or is required by the equipment manufacturer, law, ordinance or rule, furnish without change in Contract cost. Work called for in the Specifications, but not on the Drawings, or vice versa, shall be done as though required by both. Lack of specific mention of any work necessary for proper completion of the work in the Specifications and/or Drawings shall not lessen the Contractor's responsibility or entail any change in Contract cost.
- I. All saw cutting and patching necessary for the installation of the work and repair of all damage to work under other trades shall be included in the work. No cutting shall be done except with the Architect's approval.
- J. Do not permit or cause any Work to be covered or enclosed until it has been inspected, tested and approved. Should any of the Work be enclosed or covered before inspection and test, the Contractor shall, at his own expense, uncover the Work; and, after it has been inspected, tested and approved, make all repairs with such materials as may be required to restore his Work and that of the other Work to its original and proper condition.
- K. Be responsible for damage to any of this work before acceptance. Securely cover all openings, apparatus, fixtures, and appliances, both before and after setting into place, to prevent obstructions in the pipes and breakage or disfigurement of equipment. Should the equipment become damaged, restore it

to its original condition and finish before final acceptance without change in Contract cost.

PART 2 - MATERIALS

2.1 MATERIALS

- A. Equipment and Materials: Shall be new.
- B. Substitutions of Materials and Equipment:
 - 1. Specific names used in connection with materials are mentioned as standard, but this implies no right on the part of this Section to substitute other materials or methods without written permission of the Architect. The decision of the Architect shall govern as to what material may be substituted, but the burden of proof as to the quality of any proposed substitution shall be upon the Contractor.
 - 2. Within fifteen (15) days after awarding of the Contract, submit to the Architect for approval, five (5) copies of a list of all materials to be used. This list shall include the manufacturer's name, the model, type, number and size of equipment and the capacity of the equipment. All equipment shall be submitted at one time. If the material is not definitely specified, use the product of any manufacturer as listed under the specific material or equipment, or approved equal, if approved in writing. Any material or equipment installed without the approval of the Architect shall be subject to immediate removal if found unsatisfactory.
- C. Pipe and Fittings:
 - 1. Cast Iron Soil Pipe and Fittings: ASTM A74 standard weight hubless cast iron soil pipe and fittings with standard grade and heavy grade stainless steel couplings with neoprene gaskets, as hereinafter indicated.
 - 2. Heavy-Duty Pipe Couplings for Cast Iron Piping: Mission Heavyweight Blue Shield, Clamp-All Hi-Torq 80, Husky SD4000 Orange Shield, or approved equal. Coupling shall be constructed from 304 stainless steel with high torque clamps and neoprene gaskets.
 - 3. Copper Tubing: ANSI H23, Type "K," "L," or "M" hard drawn water service tubing, as hereinafter indicated.
 - 4. Fittings for Copper Tubing: ANSI B16.22, wrought copper sweat type.
 - 5. Polyethylene Piping: ASTM D-2513 medium density 2306 Phillips "Driscopipe 6500", or approved equal. Piping shall be installed, backfilled, and tested in accordance with the pipe manufacturer's instructions.
 - 6. Steel Pipe: ANSI B36.10, Schedule 40 black or galvanized steel.
 - 7. Malleable Iron fittings: ANSI B16.3, black or galvanized, 150 PSI.
 - 8. Unions: For steel pipe shall be malleable iron or steel ground joint pattern, 150 PSI. For copper pipe shall be 150 PSI ground joint cast bronze unions with sweat connections.
 - 9. Nipples: Cut from same pipe as specified for the system in which the nipple is used.
 - 10. Solder for Copper Tubing Joints: Shall be 95/5. Solder shall comply with current State "no-lead" requirement. Charred and collapsed pipe and fittings due to excessive heating will not be permitted and shall be removed from the job site.
 - 11. Dielectric Insulating Unions: EPCO, or approved equal, dielectric nut-type or flange-type unions with gasket material suitable for service and temperature in which they are required.

12. Threaded-to-Solder Adapter: As specified for solder-type fittings.
- D. Valves:
1. Ball Valves: Nibco model T-580, or approved equal, bronze valve with teflon seats and rated at 400 PSI WOG.
 2. Check Valve: Shall be Nibco model 433, or approved equal, 300 PSI WOG bronze check valve with horizontal swing and renewable seats.
 3. Double Check Valve: Febco model 805Y, or equal, double check valve assembly with two in-line spring-loaded check valves, two gate valves, and four test cocks. Unit shall be an all bronze assembly.
 4. Balancing Valves: Armstrong series CB circuit balancing valves, Bell and Gosset, or Illinois, complete with brass trim, flow measurement, flow balancing, positive shut-off with no drip seat and disc, drain connection, and 360 degree dial setting scale with hand wheel.
 5. Gas Cocks: DeZurik Series 400, or approved equal, eccentric plug valve complete with 125 PSI cast iron body, flanged connection, and wrench. Valve should be AGA approved for gas service.
- E. Trap Primers: Shall be Precision Plumbing Products, or approved equal, brass trap primer with vacuum breaker and union connections. Furnish and install as directed by local authorities and as indicated on the Drawings. Trap primers shall be installed in accessible locations behind a chromium-plated steel access panel. Provide factory distributor for multiple traps supplied from one primer valve.
- F. Pipe Hangers and Supports:
1. Superstrut, or approved equal.
 2. Piping Supported from Above: M-750 side beam brackets bolted through wood structural members and U-577 swing connector bolted to wood decks, all with C711 hangers.
 3. Continuous Span (Parallel Piping) Hangers: Superstrut, 12-gauge, steel channels with nuts, pipe clamps, pipe straps, driven-in end caps, and all supporting devices and accessories.
 4. Pipes Supported from Wall or Floor: Superstrut A-1200, 12-gauge channel complete with pipe clamp and all nuts and bolts and end caps. Bolt channel to wall or floor.
 5. Hanger Rods: Shall be sized in accordance with the manufacturer's directions.
 6. Provide 26 gauge x 6" long galvanized steel shields around insulation at pipe hangers.
 7. All components exposed in the natatorium shall be fabricated from 316 stainless steel.
- G. Drains and Cleanouts: Zurn, Josam, or approved equal. Model numbers given are for Zurn.
1. Wall Cleanouts: Z-1440, polished stainless steel access cover and frame. Install flush with finished wall.
 2. Floor Cleanouts: Z-1400-2 cast iron cleanout with adjustable round heavy-duty scoriated nickel-bronze top, and gasketed cover.
 3. Cleanouts: Z-1400-2 cast iron no hub cleanout with neoprene seal, threaded bronze plug, and scoriated nickel-bronze cover.

4. Cleanouts to Grade: Z-1420-25, dura-coated cast iron body, neoprene seal with bronze threaded plug and heavy duty tractor top. Set cleanout in 12" x 12" x 6" deep concrete pad.
 5. Floor Drains: ZN-415, 3" size, dura-coated cast iron body with 5" diameter nickel bronze strainer, membrane flashing collar, and provide trap primer connection.
 6. Shower Drains: ZN-415, 2" size, dura coated cast-iron body with 5" diameter nickel-bronze strainer, and membrane flashing collar.
 7. Cleanouts shall be the same size as the connecting pipe unless otherwise stated.
 8. Furnish suitable wrought iron or steel wrenches for each type of cleanout or plug cap.
- H. Plumbing Fixtures
1. Fixture:
 - a. Lavatory sinks: Kohler Pinoir wall-mount bathroom sink, K-2035-4, 0 white
 - b. Lavatory faucets: Sloan Sensor Faucet, SF-2350-BAT-BDM-CP-0.35GPM-MLM-IR-FCT, Polished Chrome
 - c. Toilets: Kohler Highcliff Ultra, Top Spud Flushometer Bowl, K-96057-L, 0 White
 - d. Flushometer: Sloan Royal Sensor Flushometer, Royal 111 SFSM-1.28, Polished Chrome
 2. Point up joints between fixtures and wall or floor with white mastic. Mastic shall have sufficient resiliency to prevent cracking or pulling away from the wall or floor due to fixture movement.
 3. Select plumbing fixtures for battery installation and for uniformity of lines.
 4. Provide tubing supplies, traps, pipe escutcheons, and wastes to wall of not less than #17 "B&S" gauge polished brass, chromium-plated. Cast ironware shall be white acid-resisting enameled. Chinawork shall be twice-fired white vitreous china.
- I. Flexible Pipe Connectors: Flexonic PCB series, or approved equal, with bronze or steel construction (to match connecting piping), flexible braided hose, and threaded ends. Unit shall be rated at 180 psi at 250°F. minimum..
- J. Access Panel: Karp, or approved equal, with 14 gauge steel door, 16 gauge steel frame. Door shall have key operated cylinder lock. Door shall be minimum 12" x 12" size, or as noted on Drawings, or as required to provide proper access to valves and equipment and shall be flush with finished surfaces. Paint access door to match wall or ceiling.
- K. Escutcheon Plates: Chromium-plated steel floor, wall, and ceiling plates with set-screw to hold firmly in place.
- L. Fire Stopping: Fire stop all pipe penetrations through fire rated walls with 3M or approved equal U.L. listed fire stopping systems.
- M. Flashing and Counterflashing: For all pipe penetrations exposed to weather areas shall be furnished and installed by this Section shall be Glenco, or approved equal, 4-lb. sheet lead with 12" skirt.
- N. Pipe Sleeves: Adjust-O-Crete, 24 gauge, electro-galvanized sheet metal adjustable sleeve. Provide at all concrete penetrations. Refer to post tension slab restrictions.

- O. Water Hammer Arrestors: Zurn, Jay R. Smith, Josam, or Watts, conforming to ASME A112.26 1M, ASSE 1010, or PDI WH-201, bellows or piston type with pressurized cushioning chamber. Sizes shall be based on water supply fixture units, ASME A112.26 sizes "A" through "F" and PDI WH-201 sizes "A" through "F". The Contractor shall install air chambers where specified hereinafter or water hammer arrestors at each bathroom and where recommended by the manufacturer.

PART 3 - EXECUTION

3.1 PIPING

A. General:

1. Carry all horizontal lines of pipe on specified hangers properly spaced and set to allow the pipe to adjust for expansion and contraction.
2. Conceal all piping above ceilings, in furred walls and partitions and pipe spaces when possible. Check all piping runs beforehand with all other trades. Run piping to maintain proper clearance for maintenance and access. Run piping in strict coordination with mechanical ducts and equipment, all electrical conduit and equipment, structural, and architectural conditions. Where work of other trades prevents installation of the piping as shown on the Drawings, reroute piping at no extra cost.
Verify all inverts and pitches of lines before starting work.
3. All piping shall be installed free from traps and air pockets.
4. Support all pipe from the building structure so that there is no apparent deflection in pipe runs. Fit piping with steel sway braces and anchors to prevent vibration and/or horizontal displacement under load when required. Do not support piping from, or brace to, ducts, other pipes, conduit, or any materials except building structure. Piping or equipment shall be rigid and immobile and shall not be supported or hung by wire rope, plumber's tape or blocking of any kind. Double wrap copper pipe with heavy vinyl tape where pipe comes in contact with ferrous materials.
5. Support Piping From Structure By Hangers Spaced As Follows:
Horizontal piping shall be supported by pipe hangers as hereinbefore specified. Hangers shall be spaced as indicated in the Uniform Plumbing Code. Each branch over 4 feet long shall have at least one hanger. Vertical piping shall be supported at each floor level with approved pipe clamps. Vertical piping shall have not less than one intermediate support to resist horizontal loads. Provide pipe anchors and sway braces to basic building structure where shown and where required for rigidity. Provide 26 gauge full sheet metal sleeves around outside of insulation at each hanger and support. Provide insulation saddle and sheet metal sleeve at all pipes over 1 1/2" size. Hangers shall be sized to fit outside of pipe and insulation.
6. Furnish and install dielectric insulating unions or insulating flanges as hereinbefore specified at all connections of ferrous and nonferrous piping.
7. Install unions adjacent to threaded equipment and at other points where required for disassembly.
8. No valve and no piece of equipment or trim shall support the weight of any pipe. Install all valves, vents, traps, cleanouts and other trim in accessible locations.
9. Whenever changes in sizes of piping occur, make such changes with reducing fittings, as the use of face bushings will not, in general, be

permitted. Install eccentric reducing fittings where necessary to provide free drainage of lines.

10. Where exposed pipes pass through walls, ceilings, or floors, fit pipes in all finished rooms and conspicuous locations with escutcheon plates. Escutcheon plates must be securely held in position allowing enough clearance to care for expansion and shall be sufficient size to cover the opening around the pipe.

B. Hot and Cold Water Piping:

1. Piping above grade shall be "L" copper tubing with wrought copper sweat type fittings.
2. Cold water piping below grade shall be type "K" copper tubing and wrought copper sweat type fittings.
3. Threaded Valves: Shall be installed with threaded-to-solder adapters.
4. Each connection to, faucet, or plumbing fixture shall have an air changer 18" long placed in a vertical position and shall be one (1) pipe size larger than pipe served.

3.3 CLEANING

- A. Clean fixtures with soap and water. Remove marks and labels. Clean and polish chrome. Remove paint, concrete, plaster and other foreign materials.
- B. Clean all drains of dirt and debris. Remove shipping paper from cleanout covers and drain strainers and polish.
- C. The intent of this specification is that all equipment and material furnished shall be completely dust and paint free, clean and rust free and freshly painted or polished when the final acceptance inspection is made.
- D. Thoroughly clean and flush all systems of all pipe contaminants such as cuttings, filings, lubricant, rust, scale, grease, solder, flux, welding residue, debris, etc., and thoroughly flush out with clear clean water until clean in the opinion of the inspector. Any piece of equipment or part of any system which malfunctions or is damaged due to failure or neglect to observe this paragraph shall be repaired or replaced to the satisfaction of the Owner, without extra expense.

3.4 ADJUSTMENTS

- A. Adjust all outlets and faucets to their normal working conditions.

3.5 TESTING

- A. Soil, Waste, Vent and Rainwater Leader Piping: Test and prove tight in accordance with the Plumbing Code.
- B. Hot Water and Cold Water Piping: Hydrostatically test and prove tight under a pressure of 125 PSI at the highest point.
- C. Gas Piping: Test and prove tight in accordance with Plumbing Code.
- D. Condensate Drain Piping: Test and prove tight at 50 PSI.
- E. All tests shall be maintained for 2 hours or until complete and acceptable in the opinion of the inspector.
- F. After completion, the different systems and pieces of apparatus shall be tested under their normal working conditions and shall be operated for a period as directed by the Owner for the purpose of adjusting and providing the performance of the apparatus.
- G. Furnish all labor, materials, and water for making the tests.

3.6 STERILIZATION OF HOT AND COLD WATER SYSTEMS

- A. At completion of testing and adjusting and before hot and cold water systems are put into use, they shall be sterilized in strict accordance with AWWA, U.S. Department of Public Health, and local and State requirements.
- B. Until sterilization of the water system has been made, all water outlets shall have signs posted at their location stating the water system has not been sterilized and shall not be used for human consumption.
- C. Prior to final acceptance, submit a certificate of sterilization together with bacteriological reports to the Architect stating that the work has been done in accordance with the Specifications. At the same time, submit a copy of the final report to the Department of Public Health prior to placing the systems in use.

3.7 OPERATING INSTRUCTIONS

- A. Furnish to the Owner three (3) complete copies, separately bound, of operating instructions including manufacturer's literature of all equipment controls covering all items of instruction, operation and maintenance. Final inspection will not be made until these instructions are received.
- B. Bind these instructions together into Operating Manuals with Index and durable cover 3-ring binder.

3.8 GUARANTEE

- A. At completion, furnish the Owner a written guarantee, in triplicate, that work has been performed in accordance with Plans and Specifications and guarantee to replace or repair, to the satisfaction of the Owner any portion of the new work that fails within a period of one (1) year after final acceptance provided such failure is due to defects in material or workmanship. Also agree to replace or repair, with like workmanship and materials any part of the building system or equipment installed by other trades but damaged by him in installing his work.

END OF SECTION

SECTION 23 00 00
HEATING, VENTILATING, AND AIR CONDITIONING

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included:
1. All labor, materials, tools, appliances and equipment that are required to furnish and install the complete installation shown on the Drawings for this Division of the work and/or specified in the following Specification, including that which is reasonably inferred.
 2. All work involved in making stands and supports for all equipment requiring them.
 3. Cooperation with other crafts in putting the installation in place at a time when space required is accessible.
 4. Repair of all damage done to premises as a result of this installation and removal of all debris left by those engaged in this installation.
 5. Cleanliness of all exposed materials and equipment at time building is turned over to the Owner.
 6. All insurance, fees and taxes required and applicable are included.
 7. Supervision of painting of materials and equipment installed by this Division.
 8. Adjusting and testing of air flow controls, and equipment.
 9. Provide submittal data for all material being installed.
- B. Related Sections:
1. Section 09 50 00: Acoustical Ceilings
 2. Section 26 27 00: Basic Electrical Materials

1.2 REQUIREMENTS

- A. Examination of Premises: Examination of premises shall be made to make a comparison with the Drawings and Specifications and to examine the conditions under which work is to be performed. Ascertain and check all conditions which may affect this work. No allowance shall subsequently be made for any extra expense which may be required due to failure or neglect to make such examination.
- B. Drawings:
1. In any case where there appears to be a discrepancy in the Drawings and Specifications, the Contractor shall figure the most expensive alternative and after award of the Contract shall secure directions from the Architect.
- C. Manufacturer's Directions: Manufacturer's directions shall be followed in all cases where manufacturers of articles used in this Contract furnish directions covering points not shown on the Drawings and specified herein.
- D. Regulations: All work and materials shall be in full accordance with the latest rules of the National Board of Fire Underwriters, any local or state ordinances, the State of California Industrial Accident Commissions Safety Orders, and the regulations of the State Fire Marshal, and with any prevailing rules and regulations pertaining to adequate protection and/or guarding of any moving parts or otherwise hazardous locations. Regulations included in building codes, plumbing codes and all other codes having jurisdiction shall also be followed. Whenever the Drawings and Specifications require larger sizes or higher standards than are required by the regulations, the Drawings, and Specifications shall govern; wherever the Drawings and Specifications shall violate the Regulations, the Regulations shall govern.

- E. Permits, Fees, and Inspections: All permits, fees, and inspections required by local authorities shall be arranged and paid for by this Division. Insofar as they conflict with these requirements, the General Conditions do not apply to this installation. Properly signed certificates of all final inspections required by local authorities must be furnished to the Owner before the work will be accepted.
- F. Quietness of Operation: Quietness of operation of all mechanical equipment is a requirement of this installation. Properly adjust, repair or replace any equipment producing objectionable noise in any of the occupied areas of the building.
- G. Cutting and Patching: Perform all cutting required by this installation only, including all holes in wall, floors and ceiling. Cutting of structural members and patching shall be done under another Division of the work.
- H. Equipment and materials shall be of the make specified elsewhere in these Specifications. All materials and equipment shall be full weight, new, standard in every way (unless otherwise stated) and the best of their respective kinds.

1.3 DRAWINGS AND COORDINATION WITH OTHER WORK

- A. Drawings:
 - 1. Permit Center: See Drawings and Section 09 50 00 Acoustical Ceilings, and locate ceiling registers on module with ceiling tile and Electrical Fixtures as shown in the Drawings.
 - 3. Dimensions, location of doors, partitions, similar physical features shall be taken from Architectural Drawings, verified at Site under this Division. Consult Architectural Drawings for exact location of outlets to center with Architectural features, panel, and other items at the approximate location shown on Mechanical Drawings. Coordinate location of all ceiling mounted items.
- B. Coordination:
 - 1. Work out all "tight" conditions involving Work under this Division and Work in other Divisions in advance of installation. If necessary, and before Work proceeds in these areas, prepare supplementary Drawings under this Division for review showing all Work in "tight" area. Provide supplementary Drawings, additional Work necessary to overcome "tight" conditions, at no increase in Contract Sum.
 - 2. Differences or disputes concerning coordination, interference or extent of Work between Sections shall be decided by Contractor if consistent with Contract Documents requirements, shall be final. The Contractor's decision shall then be approved by the Architect.
 - 3. Provide templates, information and instructions to other Division to properly locate holes and openings to be cut or provided for Acoustical Ceiling Tile and Electrical Work.

PART 2 – PRODUCTS

2.1 SHEET METAL

- A. Hot-dipped galvanized sheet metal.
- B. Replace or repair any and all existing ductwork that is found to be damaged or rusted in the area of work.

2.2 AIR DIFFUSERS AND REGISTERS

- A. Permit Center: Re-use existing ceiling registers, located in ceiling per 1.3 of this Section
- B. Council Chambers: Remove existing registers at wood box plenums and relocate to floor duct/opening directly below per Drawings. Review with Architect if grilles

are damaged, do not fit floor openings, are not rated for foot traffic, or have openings greater than ¼" (not ADA-compliant).

PART 3 - EXECUTION

3.1 CLEANING

- A. Thoroughly clean equipment and material of all scale and foreign matter before the insulating work is done or the systems are put into operation. Remove all debris after completion of work. Leave work in a complete, clean and undamaged condition.

3.2 ADJUSTING AND TESTING

- A. Before the test run is started, the Contractor shall thoroughly clean all ducts and equipment, adjust the fresh air and return air dampers and duct system air outlets and inlets for air quantities shown on the Drawings, using the dampers provided in the ducts as far as possible. Adjust the air conditioning units and controls. Test controls under normal operating conditions. After the system and controls are tested and adjusted for a normal operating condition, notify the Architect and shall operate the system for one (1) eight-hour day to demonstrate acceptability. Furnish all necessary labor and materials to operate the systems. Electric current will be furnished by the Owner. The final test shall be made at a time acceptable to the Owner. The final and acceptance test shall be made at time acceptable to the Architect and shall be paid for by the Owner as a portion of the Contract price. Should any part of the system or any material or workmanship fail in this test, it shall be rectified and the system made ready for a new test and inspection. The Architect shall then be notified that a new inspection will be called for. The cost of the rectifying of the defective work and/or materials and of the second test and inspection shall be borne by the Contractor, as shall the costs of any further tests and inspection, if required.

1. Condensate drain piping shall be tested and proven tight with a water or air pressure of 50 psi.
2. Final pressures at the end of test period shall be no more nor less than that caused by expansion or contraction of the test medium due to temperature changes.
3. Tests shall be applied for a minimum period of four (4) hours, or until tests are complete.
4. Check of system during application of test pressure shall include visual check for water leakage.
5. Adjust all temperature controls to normal operating limits.
6. Adjust all belt drives for proper tension.
7. Test and prove operation of all safety devices, controls and alarms.

3.3 TEMPERATURE CONTROL SYSTEM

- A. Re-use existing system.

3.4 FINAL INSPECTION

- A. Notify the Architect after systems and controls are tested and adjusted to specified operating conditions. When directed, operate systems for one (1) eight-hour day to demonstrate acceptability. Furnish necessary labor and material to operate the system and to instruct Owner's personnel in the proper operation and maintenance of all equipment.
- B. No work shall be covered up or enclosed until it has been inspected, tested and approved by the public authorities having jurisdiction over the work.

- C. Final inspection of the building will not be made until certified air balance reports are submitted and the entire installation checked with Specifications and Drawings to ensure that all details are complied with.

3.5 GUARANTEE

- A. At completion of the work, furnish the Owner a written guarantee, in triplicate, that work has been performed in accordance with Plans and Specifications and guarantee to replace or repair, to the satisfaction of the Owner, any portion of the new work that fails within a period of one (1) year after final acceptance, provided such failure is due to the defects in material or workmanship. Also agree to replace or repair, with like workmanship and materials, any part of the building or equipment installed by other trades but damaged in installing this work.

END OF SECTION

SECTION 26 27 00
BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

- A. Work included in this Section: All materials, labor, equipment, services, and incidentals necessary to install the electrical work as shown on the drawings and as specified hereinafter, including but not limited to the work listed below:
 - 1. Raceways, feeders, branch circuit wiring, wiring devices, safety switches and connections to all equipment requiring electric service.
- A. Related Sections:
 - 1. Section 09 50 00: Acoustical Ceilings
 - 2. Section 26 05 00: Basic Electrical
- B. Any other electrical work as might reasonably be implied as required, even though not specifically mentioned herein or shown on the drawings.
- C. All work shall comply with Section 26 05 00.

1.2 SUBMITTALS

- A. Comply with the provisions of Section 26 05 00.

PART 2 - PRODUCTS

2.1 LIGHT FIXTURES

- A. Fixture A: Gotham, 'Incito', ICO 40/15 2WR FL _ 45D 120 UGZ
- B. Fixture B: Lithonia, 'SPX', SPX 2X4 4000LM 80CRI 40K BFR LUGR MIN10 120 MW 2x4SMKSH PAF
- C. Fixture C: Juno Lighting, 'Slimform LED', 1C1JB JSF 11IN 13LM 40K 90CRI FRPC WH JSFMTGPLT, no emergency battery
- D. Fixture D: Peerless Lighting, 'Square LED Suspended', SQMS LSL 8' MSL8 80CRI 40K 800LMF DARK ZT 120 SCT 1EC F2/24A C100 MCS

2.2 ACCEPTABLE MANUFACTURERS

- A. Refer to Section 26 05 00, Basic Electrical Requirements, Part 2 – Products
- B. List of Equipment Manufacturers:
 - Conduit and Conduit Fittings
Allied Tube and Conduit, Wester Tube and Conduit, LTV Steel Tubular, National Electric Products, AFC, Republic Steel Corporation, Rome Cable Corporation, United States Steel Corporation, Killark Electric Manufacturing Company, Raco, VAW Aluminum Company, Bridgeport, Steel City, Thomas & Betts, Carlon, O.Z. Gedney, Appleton, Regal.
 - Wire and Cable (600V)
American Wire Company, General Wire and Cable Corporation, Okonite Company, Rome Cable Corporation, Cerrowire, American Insulated Wire, AFC Cable Systems Essex, Simplex Wire and Cable Company, Southwire.
 - Solderless Lugs and Grounding Connections
Burdny Engineering Company Inc, O.Z. Gedney Company Inc, Penn Union Electric Corporation, Thomas and Betts Company Inc.
 - Pull Boxes, Gutters, Special Cabinets
Square D Company, Columbia Electric Manufacturing Company, General Electric Company, Westinghouse Electric Corporation, Circle Awalt.
 - Outlet Boxes

Appleton Electric Company, Killark Electric Manufacturing Company, Lew Electric Fittings Company, National Electric Products Corporation, Raco, Steel City Electric Company, Carlon, Bowers.

Wiring Devices

Leviton, Arrow-Hart, Cooper, Hubbell, Lutron, Bryant.

Conduit Racks, Hangers

General Electric Company, Killark Electric Manufacturing Company, Caddy, National Electric Products Corporation, Republic Steel Corporation, Rome Cable Corporation, United States Steel Corporation, VAW Aluminum Company, Superstrut, B-Line.

Safety Switches (Disconnect and Fusible)

Square D Company, Cutler Hammer Inc, General Electric Company, Westinghouse Electric Corporation.

Fuses

Bussman Manufacturing Company, Chase-Shawmut Company.

Firestopping

3M, Nelson.

2.3 MATERIALS

A. Panelboards:

1. Surface or flush mounted, with branch circuits as shown on drawings.
2. Enclosures: code gauge galvanized sheet steel with welded full flange end pieces, stretcher- leveled steel trim, backpan and door.
3. Bussing of copper with silver-plated contact surfaces.
4. Trims on surface-mounted cabinets secured with nickel-plated screws with cup washers, bottom of all trims to have lugs for resting on cabinet flange.
5. Panels shall be 20 inches minimum in width, provided with approved gutter space, barriers and adjustable supports. Doors mounted with concealed hinges provided with combination spring latch and lock. Doors and trims and surface mounted cabinets primed and finished with one coat baked on gray enamel. All visible panel enclosures and covers in finished (occupied) areas shall be painted to match adjacent wall finish.
6. Breakers on same phase to be aligned horizontally. Each panel provided with 5-handle locks.
7. Each branch circuit of panelboards to have a permanently fixed number with one word directory, mounted under celluloid on inside of cabinet door, showing circuit numbers and typewritten description of outlets controlled by breakers. Color code mains and each breaker terminal, same as conductor insulation.
8. Each panel shall be equipped with a copper ground bus.
9. All panels shall be fully bussed to accept future circuit breakers.
10. Panel board submittals shall include diagrams of the circuit breaker arrangements in the panels. Arrange circuit breakers in panels exactly as shown on the panel schedules in the construction documents.

B. Circuit Breakers:

1. General: Circuit breakers shall be molded case rated for 480 or 240 volts, multiple or single pole and amperage rating as shown on the drawings, bolt on, manually operated with "de-ion" arc chutes.
2. Distribution circuit breakers shall be rated for the amps interrupting capacity noted on the drawings or U.L. series rated with the main circuit breaker.

3. Branch circuit breakers shall be rated for the amps interrupting capacity or U.L. series rated with the distribution and main circuit breakers, General Electric type THQB or equal, minimum 10,000 A.I.C for 120/208 volt; type TEY or equal, minimum 14,000 A.I.C for 277/480 volt.
4. Where mechanical equipment is U.L. listed for overcurrent protection with fuses or HACR type circuit breakers, provide fuses where a fused switch is shown. Where the overcurrent protection is a circuit breaker provide HACR, (HACR means Heating, Air-Conditioning and Refrigeration) type.
5. Provide switch rated type "SWD" circuit breakers where the circuit breaker is going to be used as a switching device in a panelboard.

C. Grounding:

1. Provide and install grounding system as required.
2. Grounding electrode conductor: bare stranded copper type, #4/0 minimum.
3. Install ground wires in rigid conduit.
4. All grounding electrode conductor connections "thermite" or "cad-weld" welded.
5. Use approved pressure type solderless connector or use fusion welding for all connections to and bonding of grounding electrode system. All connections shall be visible, readily accessible for testing purposes. Grounding electrode conductor between the grounding electrode and service equipment: Minimum #4/0.
6. Furnish and install solid copper 3/4" x 10'-0" ground rod(s). Where multiple ground rods are shown, install a minimum of 20'-0" apart. Install ground rods in accessible boxes with covers. Furnish and install 2-#4/0 bare copper cables between multiple ground rods and main switchboard ground bus.
7. Terminate grounding conduits at equipment with ground bushing, with ground wire connected through bushing.
8. Provide No. 12 stranded (green) THHN conductor from outlet box to ground screw of every receptacle.
9. Ground all isolated sections of metallic raceways.
10. Provide #12 minimum stranded (green) THHN conductor sized per NEC, or as noted, connected continuously throughout branch circuit for all circuits, bonded to panel ground bus, and to all electrical devices and equipment enclosures.

D. Raceways: Only the raceways specified below shall be utilized on this project. Substitutions shall be pre-approved in writing. All bare conduit ends (stub-ups or stub-outs) shall be provided with bushed ends or manufactured insulated throat connectors:

1. Rigid Type - hot dip galvanized or sherardized steel, use on all exterior locations, below grade or in concrete slab, and to 18" on either side of structural expansion joints in floor slabs, with completely watertight, threaded fittings throughout. Compression fittings are not acceptable.
 - a. All rigid steel conduit couplings and elbows in soil or concrete or under membrane to be 1/2 lap wrapped with Scotch #50 tape and threaded ends coated with T&B #S.C.40 rust inhibitor prior to installation of couplings.
 - b. 1/2 lap wrap all rigid steel conduit stub-ups from slab or grade to 6" above finished grade level with Scotch #50 tape.
2. In lieu of rigid steel conduit for power and control raceways and branch circuit conduits in soil or concrete slabs, "Schedule 40" PVC with Schedule 80 PVC conduit elbows and stub-ups may be used with code size (minimum No. 12) ground wire. A "stub-up" is considered to terminate 6" above the finished surface.

- a. Schedule 80 PVC conduit shall be used in all concrete footings or foundations and to 18" of either side of footings or foundation walls.
 - b. Schedule 80 PVC conduit shall be used in all concrete masonry unit (CMU) walls or columns.
 - c. All conduit runs in concrete floor slabs (where allowed) shall be installed to comply with all applicable CBC and structural codes to maintain the structural integrity of the floor slab. Where conflicts occur, alternate routing shall be provided at no additional cost to the Owner.
 - d. Where schedule 80 PVC is coupled to schedule 40 or other raceways with differing interior dimensions, each end shall be reamed with a reaming tool to reduce the edge profile for protection of the passing conductors during the pull.
3. Electrical metallic tubing shall be used exposed in interior electrical and mechanical rooms, in interior unfinished spaces, and in interior concealed and furred spaces, made up with steel watertight or steel set screw type fittings and couplings. EMT shall not be used in under-building crawl spaces or other areas subject to moisture. Set screws shall have hardened points. Cast fittings are unacceptable.
 4. Surface mounted rectangular non-metallic dual service raceways; Wiremold #5400 (Ivory) or equal with all required compatible activation covers, bezels, inserts, and blank plates for a complete installation. Refer to drawings for outlet quantities in raceway and feed points. All raceway fed flush from rear with horizontal j-boxes, unless otherwise noted.
 5. Use flexible conduit for all motor, transformer and recessed fixture connections, minimum ½"; "Sealtite" type used outdoors and in all wet locations, provide with code size (minimum No. 12) bare ground wire in all flexible conduit.
 6. All conduit cuts (factory or field cut) shall be perfectly square to the length of the conduit and cut ends shall be reamed with a reaming tool to provide a smooth edge to the passing conductors and to remove all burrs and scrapes. Use of a hand file is not acceptable.
 7. All electrical raceways shall be installed concealed, unless otherwise noted. Cut and patch to facilitate such installation to match adjacent and original finish. All exposed conduits, where required, shall be installed parallel to building members.
 8. All emergency source circuits shall be installed in separate raceways (from normal power), per 2014 NEC 700.10(B), or the applicable code at the time of permitting.
 9. Where existing conditions preclude the installation of EMT in existing walls to remain, provide and install cut-in type boxes and "fish" flexible MC or flex conduit and wire through existing walls to remain, unless shown otherwise on plans.
 10. Fasten conduits securely to boxes with locknuts and bushings to provide good electrical continuity.
 11. Provide chrome escutcheon plates at all exposed wall, ceiling and floor conduit penetrations.
 12. Support individual suspended conduits with heavy malleable strap or rod hangers; supports for ½ inch or ¾ inch conduit placed on maximum 7-foot centers; maximum 10-foot centers on conduits 1 inch or larger.
 13. Support multiple conduit runs from Kindorf B907 channels with C-105 and C-106 straps.
 14. Conduit bends - long radius.
 15. Flash conduits through roof, using approved roof jack; coordinate with General Contractor.

16. To facilitate pulling of feeder conductors, install junction boxes as shown or required.
 17. All empty conduits on the project shall be provided with a nylon pull rope to allow pulling of future conductors intended for the specific raceway. Provide plastic wire-tie style nameplate tags on each end of pull rope with printed identification of conduit use and the location of the opposite end of the rope. Pull ropes for telephone and cable tv service conduits shall meet the respective utility company requirements.
 18. Where conduits pass through structural expansion joints in floor slab, rigid galvanized conduit shall be used 18" on either side of joint, complete with Appleton expansion couplings and bonding jumpers, or equal. All above grade expansion joint crossings shall also utilize expansion joint couplings or flex conduit transitions as required for each particular installation. Installed condition shall allow for a minimum deflection of raceway and wire (in any direction) equal to the structural expansion joint dimension (building to building). No solid conduits shall be allowed to cross expansion joints without proper provisions for building and seismic movement.
- E. Outlet Boxes and Junction Boxes. Verify all backbox requirements with devices to be installed prior to rough-in.
1. One piece steel knockout type drawn boxes, unless otherwise noted, sized as required for conditions at each outlet or as noted.
 2. Flush-mounted boxes equipped with galvanized steel raised covers for device mounting flush with finished surface. Provide extension rings as required on all acoustical or additional wall treatment areas to bring top of cover flush with finished surface (coordinate with architectural drawings). Devices shall be capable of being tightly mounted to boxes without distorting or bending device or mounting hardware.
 3. Boxes for fixture outlets: 4-inch octagon or larger as required, or as noted.
 4. Switch and receptacle outlets - not smaller than 4-inch-square in furred walls, with raised cover for single device; ganged where required.
 5. Outlet and switch boxes for wet locations, cast aluminum FS or FD type with cast aluminum gasketed spring lid cover. Weatherproof "Bell" type boxes are not acceptable.
 6. All connectors from conduit to junction or outlet boxes shall have insulated throats. Connectors shall be manufactured with insulated throats as integral part. Insertable insulated throats are unacceptable.
 7. Outlet boxes for cable TV, telephone, 4" square or larger as required or noted, multi-ganged for telephone, data, and other services where indicated on the drawings.
 8. Conduit Bodies: Malleable iron type, with lubricated spring steel clips over edge of conduit body, O-Z/Gedney type EW, or equal.
 9. Pull boxes: All site pull boxes shall be flush in-ground concrete, with engraved covers identifying service use (i.e. electrical, communications, etc.). Boxes shall be Nema 250, Type 6, outside flanged, with recessed cover for flush mounting, by Christy or equal, with required depth to provide box and conduit depths shown or required.
 - a. Provide concrete covers for all boxes in planted or paved areas (up to available concrete cover size).
 - b. Provide galvanized steel covers for all larger boxes (when concrete is not available), or in traffic areas. No cast iron covers.

- c. Provide bolted covers and slab bottoms (with grouted perimeter) or vault type boxes for all electrical distribution and signal system pull boxes used for site distribution, to prevent rodent entry. No colar type boxes with dirt or gravel bottoms
 - d. Provide drain hole at bottom of all vault type boxes, with loose aggregate base below, for proper drainage.
 - e. All covers to be completely flush with finished adjacent surfaces.
 - f. Provide galvanized steel H20 rated covers and installation of box rated for H20 in all traffic areas.
 - g. Provide pullboxes per utility company specifications for all electrical primary and secondary services and for cable TV and telephone service runs. Verify exact size and type prior to order with each utility company.
- F. Wire and Cable (line voltage and signal systems):
1. 600-volt class where used for or run with line voltage power wiring, insulation color coded, minimum No. 12 awg for power branch circuits, No. 14 for power control circuits, and wiring size and type as directed by signal system manufacturer for each signal system.
 2. All conductors shall be copper.
 3. Size and insulation type:
 - a. Standard locations: #12 to #1 AWG: THWN for wet locations and THHN for dry locations. #1/0 through #4/0 AWG: XHHW (55 Mils). 250MCM and larger: XHHW (65 Mils). All wire sizes used shall be based on a 75 degree insulation rating, unless specifically used with 90 degree rated breakers and devices.
 - b. All wiring (power and signal) installed underground between buildings, or in wet or damp locations, shall be outside listed and rated for wet locations.
 - c. High temperature and non-standard locations: Provide wire type and insulation category suitable for area of use as defined in NEC table 310-13.
 4. Conductors No. 8 and larger and as otherwise noted on drawings shall be stranded. Conductors No. 10 and smaller shall be solid.
 5. Provide signal system wiring for each system to meet the system manufacturers requirements and recommendations for each device or equipment type. Signal wiring systems shall be provided with shielding and/or insulation type and cable quantities as directed by the manufacturer, and meet all NEC requirements for locations used.
 6. Install all wiring branch circuits and feeders (low voltage and line voltage) in conduit unless noted otherwise in the drawings. Contractor shall mandrel all feeders and pass a "sock" (or utilize other suitable means) through each raceway prior to pull to remove all water and construction debris. All raceways shall be completely clear of any obstructions or debris and all cut ends shall be reamed, prior to pull. Utilize pulling compound on all runs to insure minimum friction and pulling tension.
 7. Megger test all feeders prior to energizing. See section 26 08 00 for additional information
 8. Approximately balance branch circuits about the neutral conductors in panels.
 9. Connections to devices from "thru-feed" branch circuit conductors to be made with pigtails, with no interruption of the branch circuit conductors.
 10. Neutral conductor identified by white outer braid, with different tracers of "EZ" numbering tags used where more than one neutral conductor is contained in a single raceway.

11. Neatly arrange and "marlin" wires in panels and distribution panelboards with "T and B Ty-rap" or approved equal plastic type strapping.
 12. All wire and cable shall bear the Underwriters' Label, brought to the job in unbroken packages; wire color-coded as follows:

Voltage	Phasing	A	B	C	N
120/208	3PH4W	Black	Red	Blue	White
2083PH	3W	Black	Red	Blue	-
277/480	3PH4W	Brown	Orange	Yellow	White
4803PH	3W	Brown	Orange	Yellow	
 13. The equipment grounding conductor shall be insulated copper; where it is insulated, the insulation shall be colored green
 14. Label each wire of each electrical system in each pull box, junction box, outlet box, terminal cabinet, and panelboard in which it appears with "EZ" numbering tags indicating the connected circuit numbers.
 15. Provide permanently affixed adhesive labels with machine printed lettering (min. 1/8" high) at junction boxes serving fixtures that are supplied by (2) electrical sources (i.e. normal and emergency lighting). Label to read "CAUTION - This light fixture is powered by (2) separate sources. The normal power source breaker and the emergency power source breaker must be turned off before servicing this light fixture."
 16. Install feeder cables in one continuous section unless splices are approved by Architect. Exercise care in pulling to avoid damage or disarrangement of conductors, using approved grips. No cable shall be bent to smaller radius than the spool on which it was delivered from the manufacturer. Color code feeder cables at terminals. Provide identifying linen tags in each pullbox.
- G. Switches: Model numbers are Hubbell, color to be selected by architect, unless otherwise noted. All switches to utilize screw terminals for wire connections – no plug-in terminations:
1. Single Pole - No. HBL1221
 2. Two Pole - No. HBL1222
 3. Three Way - No. HBL1223
 4. Momentary contact - No. HBL1557
 5. Momentary contact Keyed - No. HBL1556L
 6. Keyed, - No. HBL1221L
 7. Pilot Light (on with load on) - Hubbell No. 1221-PLC
 8. Motor Rated Double Pole (30A) - Hubbell No. 7832
 9. Motor Rated Three Pole (30A) - Hubbell No. 7810.
 10. Low voltage Data line switches - Refer to lighting control system (for compatibility)
- H. Receptacles: Mounting straps and contacts shall be one piece design, constructed of minimum .050" solid brass. Base shall be high strength, heat resistant, glass reinforced nylon. Device shall accept up to #10 wire, side or back wired with screw terminals - no plug-in terminations. Hubbell, Leviton, Pass & Seymore, or equal. Color to be selected by architect, unless otherwise noted. Numbers listed below are Hubbell:
1. 15A 3PG 125 volt duplex - No. HBL5262
 2. 20A 3PG 125 volt duplex - No. HBL5362
 3. 20A 3PG 125 volt ground fault interrupter receptacle; GFI receptacles shall conform to the 2006 UL requirements to a) interrupt power to the unit in the event of internal failure, or b) provide an audible or visual indication of internal failure of

- the GFI; No. GF20 or equal. Through wiring to down stream GFI designated receptacles is not acceptable.
4. 15A 3PG 125 volt half controlled duplex receptacle - No. BR15C1(color), with permanent "controlled" marking, factory applied.
 5. 20A 3PG 125 volt half controlled duplex receptacle - No. BR20C1(color), with permanent "controlled" marking, factory applied.
 6. 15A 3PG 125 volt full controlled duplex receptacle - No. BR15C2(color), with permanent "controlled" marking, factory applied.
 7. 20A 3PG 125 volt full controlled duplex receptacle - No. BR20C2(color), with permanent "controlled" marking, factory applied.
 8. GFI Module (blank face), no indicator light, 20A – No. GFBF20 or equal.
 9. All receptacles located in exterior or wet locations shall be corrosion resistant with UV stabilized body.
- I. Plates: Leviton, or equal, except as noted:
1. The color of all faceplates shall match the color of the devices installed under/in the faceplate, except as specifically noted otherwise.
 2. For flush outlet boxes, for switches, and receptacles: nylon, color to be selected by Architect, unless otherwise noted.
 3. Plates for surface-mounted outlets: galvanized steel unless otherwise noted.
 4. Weatherproof duplex receptacle plates for exterior locations with ground fault interrupter receptacles in type FS or FD boxes – Hubbell #WPFS26 or compatible equal. Verify cover compatibility with box type and device installed.
 5. Weatherproof "in-use" cover, vertical or horizontal mount, for exterior with GFCI receptacles. Die-cast metal alloy, TayMac MX series or equal with openings to match installed devices.
 6. Locking plates for duplex receptacles where noted; Pass & Seymour #WP26-L (non weather proof).
 7. Locking plates for duplex exterior GFCI receptacles (or in wet or damp locations); Heavy duty cast aluminum flush cover with locking latch and key, Pass & Seymour #4600 with appropriate mounting plate for type of device installed. Coordinate backbox requirements and finished wall trim-out with wall installer prior to rough-in to insure an adequate and neat trim appearance upon completion.
 8. Plates for flush telephone / data boxes: white nylon or as otherwise directed provide and install at each telephone /data outlet plate to match duplex power outlet plate, for jack installation by others. Where the power and telephone / data outlet boxes are shared the plate shall be continuous in multi-gang locations.
- J. Equipment Disconnects: All disconnects shall be located to allow proper code required clearance in each area. Locations shown on drawings are diagrammatic only. The contractor shall coordinate exact locations in the field (with other trades) prior to rough-in to insure proper clearances.
1. Motor Disconnect Switches and Safety Switches: General Electric Company Heavy Duty Type "THD", cover interlocked with operating handle so that cover cannot be opened with switch in closed position and switch cannot be closed with cover in open position. 240V or 480V rating, single or multi-pole as required or as noted on drawings, in Nema 1 enclosure indoors or Nema 3R enclosure outdoors unless otherwise noted. Provide dual element motor circuit fuses sized as recommended by equipment manufacturer (for final equipment actually installed).

2. Code required disconnects: Provide a local disconnect in addition to the branch circuit protection device for all equipment as required by code (whether shown or not). Disconnects shall consist of a motor rated switch (or disconnect) for all motor loads less than 3/4HP or other suitable disconnect sized to match branch circuit conductors and load current of equipment, with number of poles as required.
- K. Lugs and Connectors: Thomas and Betts "lock-tite", for No. 4 and larger wire; 3M "Scotchlock" fixed spring screw-on type wire connectors with insulator for No. 6 and smaller wire.
1. All splices shall be made up with screw-on type connectors - no plug-in or push-in style connectors acceptable. Wires shall be solidly twisted together with electricians pliers before screw-on connector is installed to ensure a proper connection in the event of wire nut failure. No exceptions.
 2. Connectors listed or labeled for "no wire twisting required" are not an acceptable substitute for actual wire twisting.
 3. Utilize porcelain type connectors in all high temperature environments (above 105 degrees Celsius).
- L. Splice Insulation: "Scotch" electrical tape with vinyl plastic backing or rubber tape with protective friction tape for interior work.
1. Splices in electrical cables of 600 volt insulation class in underground system duct shall be made only in accessible locations such as pullboxes, light pole handholes, etc., using a compression connector on the conductor and by insulating and waterproofing (for exterior and underground locations) by one of the following methods:
 - a. Cast type splice insulation shall be provided by means of a molded casting process employing a thermosetting epoxy resin insulating material which shall be applied by a gravity poured method or by a pressure injected method. The component materials of the resin insulation shall be in a packaged form ready for convenient mixing after removing from the package. Do not allow the cables to be removed until after the splicing material has completely set.
 - b. Gravity poured method shall employ materials and equipment contained in an approved commercial splicing kit which includes a mold suitable for the cables to be applied. When the mold is in place around the joined conductors, the resin mix shall be prepared and poured into the mold. Do not allow cables to be moved until after the splicing materials have completely set.
- M. Identification: Refer to Section 26 05 00.
- N. Firestopping: as manufactured by 3M Fire Protection Products or equal.
1. Fire-rated and smoke barrier construction: Maintain barrier and structural floor fire and smoke resistance ratings including resistance to cold smoke at all penetrations, connections with other surfaces or types of construction, at separations required to permit building movement and sound vibration absorption, and at other construction gaps.
 2. Systems or devices listed in the UL Fire Resistance Directory under categories XHCR and XHEZ may be used, providing that it conforms to the construction type, penetration type, annular space requirements and fire rating involved in each separate instance, and that the system be symmetrical for wall penetrations. Systems or devices must be asbestos free.

- O. Emergency Power Off: Shall be red pushbutton with plastic guard and key operation, mounted in stainless steel plate, with engraved nameplate, red lettering with white background; Pilla Electric, #WPSKRCLM, or approved equal.

PART 3 - EXECUTION

- 3.1 REFER TO BASIC ELECTRICAL REQUIREMENTS - SECTION 26 05 00 FOR WORK UNDER THIS SECTION.

END OF SECTION

SECTION 26 52 13

EMERGENCY AND EXIT LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections apply to this section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Exit signs and supports.

1.3 SUBMITTALS

- A. Product Data: For each type of exit sign and support.
 - 1. Include data on features, accessories, and finishes.
 - 2. Include physical description of the unit and dimensions.
 - 3. Battery and charger for light units.
 - 4. Include life, output of luminaire (lumens, CCT, and CRI), and energy-efficiency data.
 - 5. Include photometric data and adjustment factors based on laboratory tests, complying with IES LM-45, for each luminaire type.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.5 PROJECT CONDITIONS

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

1.6 WARRANTY

- A. Provide manufacturer's standard warranty in which manufacturer of battery-powered lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Comply with UL 924; for sign colors, visibility, luminance, and lettering size, comply with authorities having jurisdiction.
- B. Batteries, lamps, and components to comply with UL 924, NFPA 70, NFPA 101, NEMA LE 4, ANSI C81.61, and ANSI C79.1.

2.2 MANUFACTURERS

- A. Illuminated Exit Sign: Superior Lighting / Relzxtc Recessed Aluminum LED Edgelit Exit Sign, or approved equal

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with manufacturer's product data, including product technical bulletins, product catalog installation instructions, and product carton instructions for installation.

3.2 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for conditions affecting performance of luminaires.

- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation.
- C. Examine walls, floors, roofs, and ceilings for suitable conditions where emergency lighting luminaires will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Install lamps in each luminaire.
- D. Installation of luminaires, relocated or new, along with associated lighting controls may cause disturbance of existing asbestos. Contractor to examine and provide any required abatement, as required, for installation of the luminaires and controls.
- E. Supports:
 - 1. Sized and rated for luminaire and emergency power unit weight.
 - 2. Able to maintain luminaire position when testing emergency power unit.
 - 3. Provide support for luminaire and emergency power unit without causing deflection of ceiling or wall.
 - 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire and emergency power unit weight and vertical force of 400 percent of luminaire weight.
 - 5. Do not use ceiling tiles as support for pendant luminaires. Connect support wires or rods to building structure.

3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
- B. Luminaire will be considered defective if it does not pass operation tests and inspections.
- C. Prepare test and inspection reports to the satisfaction of the City of Petaluma.

END OF SECTION

SECTION V
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

EXHIBIT B
INSURANCE REQUIREMENTS
FOR ALL AGREEMENTS

Contractor's performance of the Services under this Agreement shall not commence 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 the Risk Manager as to carrier and sufficiency. 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 now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

- Coverage shall be at least as broad as:
Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
- Insurance Services Office form covering Automobile Liability (any auto), if no company owned autos, non-owned and hired auto applies.
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Professional Liability/Errors and Omissions
- Crime/Employee Blanket Fidelity Bond
- Property Insurance against all risks of loss to any tenant improvements or betterments.
- Pollution Liability Insurance
- Garage Liability
- Garagekeepers Insurance
- Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- Abuse or Molestation Liability Coverage

A.1 Required for All Contracts

- Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- Copy of the Declarations and Policy Endorsements Page for the CGL Policy

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- General Liability: \$1,000,000 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 Agreement or the general aggregate limit shall be twice the required occurrence limit.
- Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 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.

- Professional Liability/Errors and Omissions: \$1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
 - All Risk Property Insurance: Full replacement cost.
 - Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - Garage Liability: \$1,000,000 per occurrence.
 - Garagekeepers Insurance: \$1,000,000 per occurrence.
 - Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
 2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.
 3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.

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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

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

1. **Additional Insured:** The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. **Primary and Non-Contributory:** For any claims related to this project, the Consultant'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 Consultant'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 Consultant'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.
6. **Waiver of Subrogation:** Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this

Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

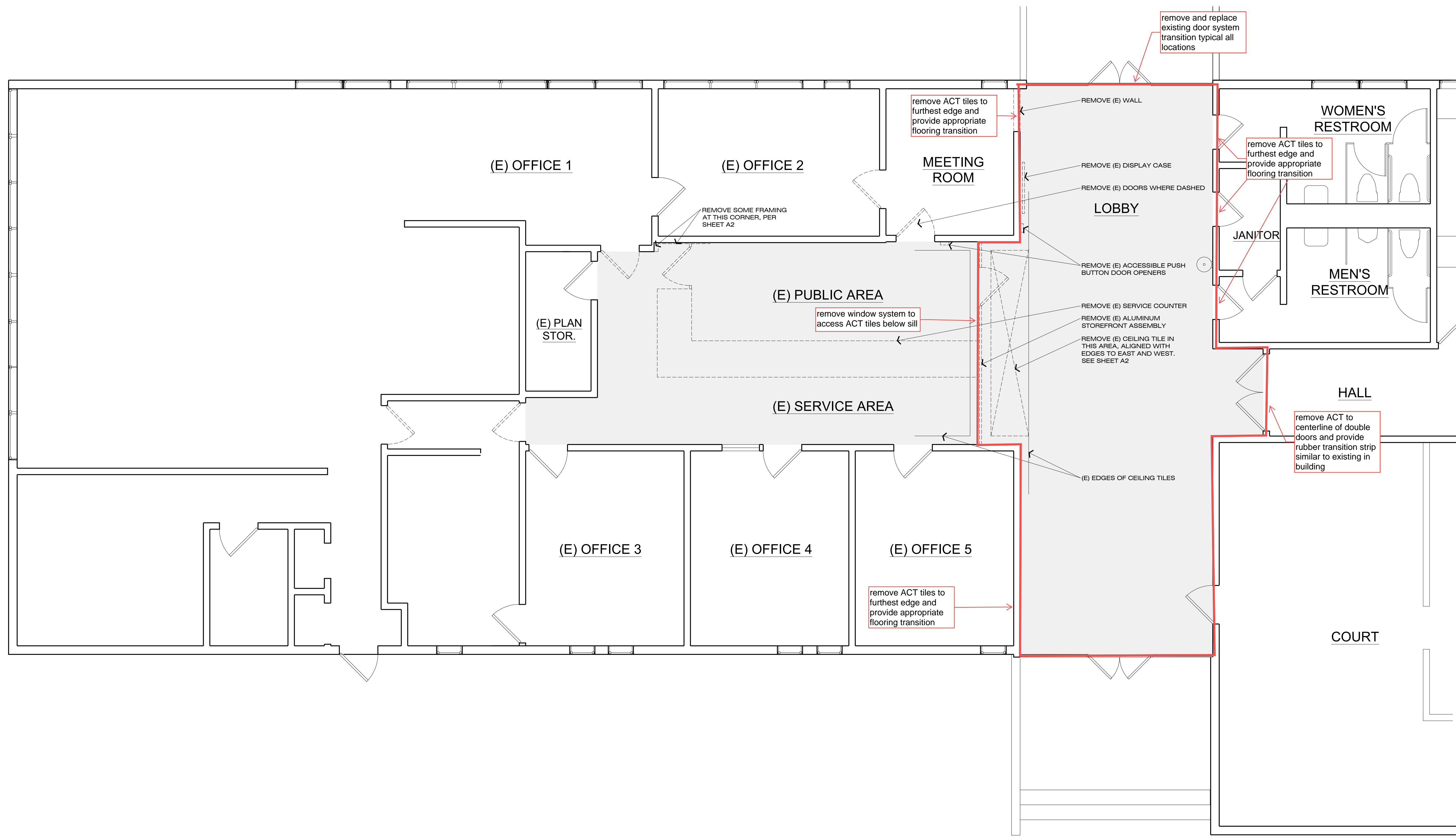
NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and 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. All endorsements are to be received and approved by the City before the Services commence.

SECTION VI

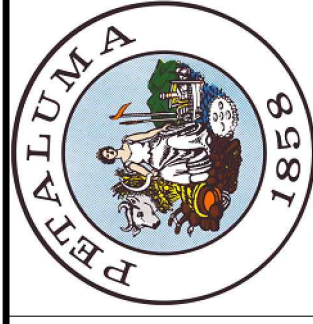
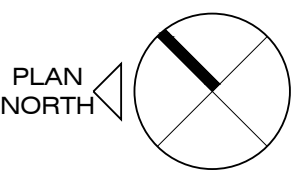
PLANS

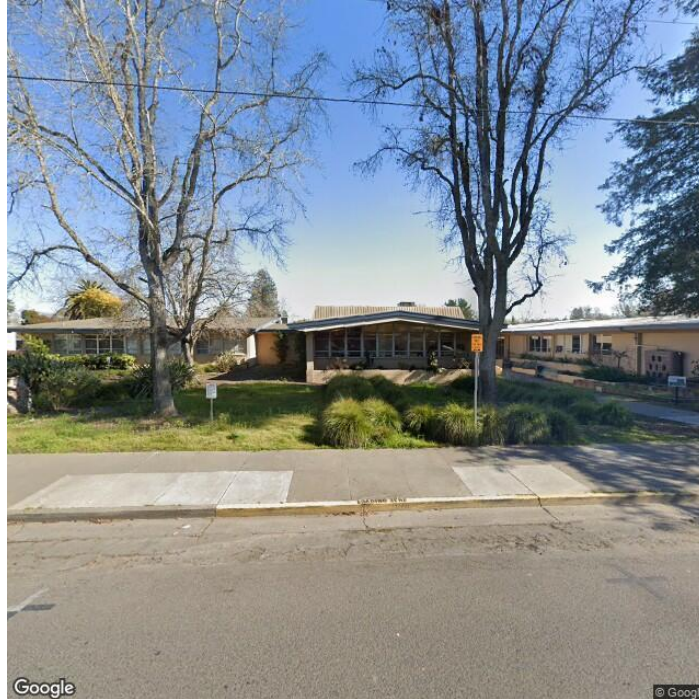
SECTION VII

**ASBESTOS SURVEY REPORTS
AND PLAN DIAGRAM**



Asbestos Abatement Diagram
 -see specific notes for doorway transitions
 -all other locations ACT to be removed to furthest extent and appropriate flooring transition to be installed





ASBESTOS SURVEY REPORT

11 English St
Petaluma CA 94952

Diane Ramirez

MAY 14, 2021



Inspector

Steve Ramos



Certified Inspector

707.775.7800




steve@envirovue.com

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3: Asbestos Results and Recommendations	8
4: Materials List	10
5: State Certification	11

The summary report is provided as a convenience to you the client. This summary does not represent the entire report. We recommend and encourage you to read the entire report. The summary may not contain important facts that may alter your opinion of the building under evaluation.

SUMMARY

-  2.5.1 Asbestos Inspection Methods and Procedures - Homogeneous Materials: Drywall System
-  2.5.2 Asbestos Inspection Methods and Procedures - Homogeneous Materials: Ceiling Tile Mastic
-  2.5.3 Asbestos Inspection Methods and Procedures - Homogeneous Materials: Ceiling Tile

1: EXECUTIVE SUMMARY

Information

Cover Letter



Dear Client -

Insight Environmental is pleased to submit the enclosed Asbestos Inspection Survey for this which was performed by Steve Ramos a California Certified Asbestos Consultant.

If you are required to submit a form for asbestos demolition/renovation form to the Bay Area Air Quality Management District you will need the following information to complete your form:

- **Name of the company that conducted the survey:** Insight Environmental
- **Address:** 921 Transport Way Ste 2
- **City/State/Zip:** Petaluma, CA 94954
- **Phone:** (707) 775-7800
- **Name of the person who completed the survey:** Steven Ramos CAC/CSST #: 17-6062

If you have questions or comments regarding the information in this report or if we can be of further assistance, please do not hesitate to contact the undersigned at (707) 775-7800.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Ramos", is written over a light blue circular stamp.



Steve Ramos

CAC # 17-6062

Introduction: Introduction

At the request of the client, Insight Environmental performed a survey for asbestos-containing construction materials (ACCM). The work was performed by Steven Ramos, a Certified Asbestos Consultant (#17-6062). The scope of work was conducted in compliance with current state and federal asbestos regulations; a summary of applicable regulations is included in an appendix to this report. Every effort was made to survey all accessible suspect materials.

2: ASBESTOS INSPECTION METHODS AND PROCEDURES

Information

Methodology Introduction: Inspection Procedures

If available and provided prior to the inspection, Insight Environmental reviewed the building's asbestos file for previously identified ACM. The inspection process began with a visual survey of the site for bulk debris or ash debris that may contain asbestos. The suspect materials identified were then described and categorized into homogeneous areas. Homogeneous areas consist of suspect materials that are identical in color, appearance, pattern, texture, and date of installation. Samples were collected in accordance with AHERA requirements detailed at 40CFR Part 763, Subpart E.

Sampling Methods: Sampling Method

All of the suspect materials identified were described and categorized into homogeneous areas (HAs). An HA consists of all identified material found in various locations in a building that are identical in color, appearance, pattern, texture, and date of installation. The HA can be described only within a single building (i.e., red floor tile in different buildings on the same campus, even if installed on the same day, compose different HAs). The asbestos inspection was conducted according to modified Asbestos Hazard Emergency Response Act (AHERA) guidelines using a minimum number of samples collected from each HA, which meets the sampling criteria found in 29 CFR 1926.1101. Samples of suspect miscellaneous materials were collected in a randomly distributed manner sufficient to determine whether the materials were asbestos-containing. No samples were collected from any HA where the inspector determined that the material was non-ACM (such as carpet, carpet pad without mastic, foam, glass, wood, rubber, ceramic tile, etc.). Samples were obtained with tools designed to penetrate a material without creating excessive dust. A utility knife, chisel, and coring sleeve were utilized, rather than scratching a sample from the surface of suspect materials, in an effort to obtain a sample that was representative of all layers of the material. The area was pre-wetted to reduce fiber generation during the sampling process. Insight Environmental sampling procedures incorporate the use of plastic zip-lock bags labeled in a unique numbering sequence to store the bulk samples. Information about bulk samples, including the sample number and material description, were noted on the chain-of-custody sheets as each sample was collected.

Laboratory Procedures and Analysis: PLM Procedures

Bulk samples were submitted to the laboratory under chain of custody and analyzed by PLM using EPA Method 600/R-93/116, July 1993, in accordance with 40 CFR 763, Subpart F, Appendix A (AHERA), and if applicable, the point Count Method 600/R-93/116, July 1993, by EMSL Analytical located in San Leandro CA. Bulk samples of suspected ACM were examined under a stereomicroscope to identify suspect fibers. A polarized light microscope equipped with a dispersion staining objective lens was used to determine which of the suspect fibers are asbestos. The various asbestos minerals were identified on the basis of their unique optical characteristics. Reported asbestos percentages were based on visual volume estimates. Laboratory analysis reports and chain of custody are provided as an attachment to this report.

Asbestos Materials Classification: Material Classes

Surfacing Material

Interior ACBM that has been sprayed on, troweled on, or otherwise applied to surfaces (structural members, walls, ceilings, etc.) for acoustical, decorative, fireproofing, or other purposes. This includes acoustical plaster, hard plasters (wall or ceiling), fireproofing insulation, spray-applied or blown-in thermal material, joint or patching compound (wall or ceiling), and textured paints or plasters.

Thermal Insulation (TSI)

Insulation used to control heat transfer or prevent condensation on pipes and pipe fittings, boilers, breeching, tanks, ducts, and other parts of hot and cold water systems; heating, ventilation, and air conditioning (HVAC) systems; or other mechanical systems. These insulation materials include pipe lagging, pipe wrap, HVAC duct insulation, block insulation, cements and muds, and a variety of other products such as gaskets and ropes.

Miscellaneous Materials

Other, mostly non-friable products and materials found on structural components, structural members or fixtures, such as floor tile, ceiling tile, construction mastic for floor and ceiling materials, sheet flooring, fire doors, asbestos cement pipe and board, wallboard, acoustical wall tile, and vibration damping cloth. "Miscellaneous materials" do not include thermal system insulation or surfacing materials.

Observations

2.5.1 Homogeneous Materials

DRYWALL SYSTEM

LOBBY

ACM or RACM

This material was rated as ACCM because asbestos is present and less than 1%. Cal-OSHA regulates asbestos in construction at any detectable level.

Recommendation

Contact a qualified professional.



2.5.2 Homogeneous Materials

CEILING TILE MASTIC

BROWN/LIGHT BROWN

This material is NOT ACM.

Recommendation

Contact a qualified professional.

Not ACM / Non Detect



2.5.3 Homogeneous Materials

CEILING TILE

LOBBY

This material is NOT ACM.

Recommendation

Contact a qualified professional.

Not ACM / Non Detect



3: ASBESTOS RESULTS AND RECOMMENDATIONS

Information

Findings and Results: PLM

Bulk samples of suspect building materials were collected. The sample analysis was conducted by EMSL, a registered and certified asbestos laboratory utilizing Polarized Light Microscopy (PLM) methodology. The laboratory is accredited for PLM analysis by both the American Industrial Hygiene Association (AIHA) and the National Voluntary Laboratory Accreditation Program (NVLAP). PLM analysis requires the microscopist to take a portion of the sample and treat it with an oil of a specific refractive index. The prepared slide is then subjected to a variety of tests while being viewed under varying polarization of light. Each type of asbestos displays unique characteristics when subjected to these tests. Percentages of the identified types of asbestos are determined by visual estimation.

Findings and Results: Definitions and Characterizations

Definition of Asbestos-Containing Materials

The EPA's Asbestos NESHAPs and the Air Quality Management District (AQMD), the local air pollution control district, define an asbestos-containing material as any material that contains a concentration of asbestos of greater than one percent (>1.0%) by area as determined by Polarized Light Microscopy (PLM) [Federal Register, Volume 59, No. 146, August 1, 1994, P. 38970-38971]. NESHAPs and AQMD further segregate asbestos-containing materials into Regulated Asbestos-Containing Materials (RACM), Category I Non-Friable Materials, and Category II Non-Friable Materials, which are defined as follows:

Regulated Asbestos-Containing Materials (RACM)/Asbestos-Containing Materials (ACM): Includes all friable asbestos materials, Category I/Class I Nonfriable ACM that have become friable or will become friable, and Category II/Class II Nonfriable ACM that have a high probability of being crumbled, pulverized, or reduced to powder by the forces expected to act on the materials in the course of renovation or demolition.

- Category I Nonfriable ACM/Class I Nonfriable ACM: Includes asbestos-containing packing, gaskets, resilient floor covering, and asphalt roofing products that when dry can be crumbled, pulverized, or reduced to powder by hand pressure.
- Category II Nonfriable ACM/Class II Nonfriable ACM: Includes all non-friable materials, excluding Category I/Class I Nonfriable ACM that when dry cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Definition of Asbestos-Containing Construction Materials

The California Department of Occupational Safety and Health (Cal/OSHA) further defines an asbestos-containing construction material (ACCM) as a material that contains greater than one-tenth of one percent (>0.1%) asbestos. Prior to demolition of a building, most of the air quality districts in California require abatement of friable ACM as well as non-friable ACM that may become friable during demolition.

Federal Occupational Safety and Health Administration (OSHA) regulations, locally enforced by CAL/OSHA, defines ACM as substances that contain greater than 1% asbestos. CAL/OSHA also mandates special training, medical exams, personal protective equipment, and record-keeping for employees working with ACM. If materials contain less than 1% asbestos but more than 0.1% asbestos, the material may be disposed of as non-ACM, but CAL/OSHA requirements still have to be followed regarding workers' protection and Contractor licensing.

The trace materials are currently regulated in California and require the following:

- Removal using wet methods
- Prohibition of removal using abrasive saw or methods which would aerosolize the materials
- Prompt cleanup of the impacted zone, using HEPA-filtered vacuums, as applicable
- Employer registration by CAL/OSHA for removal quantities exceeding 100 sq. ft. per year
- CAL/OSHA carcinogen Registration by the Demolition or abatement contractor impacting such material.

Summary and Recommendations: ACCM Present

There were no materials containing more than 1% asbestos in the sample data. There are materials present in the samples that are considered asbestos-containing construction materials (ACCM) as they do contain asbestos and the levels are less than 1%.

- Asbestos Drywall System

4: MATERIALS LIST

Information

Homogenous Materials: Suspect Materials List

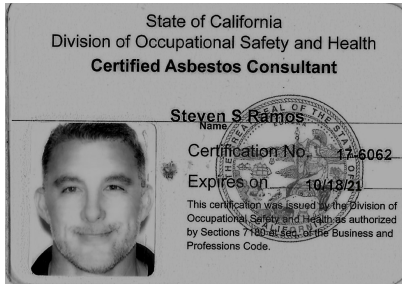
Asbestos Containing Materials

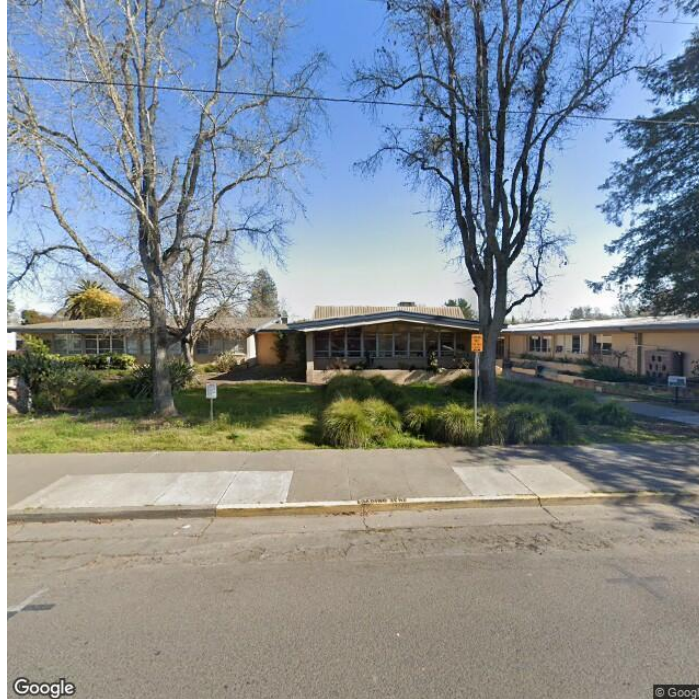
H A #	Material	Loca tion	Classific ation	Asbestos Content
00 1	12 x 12 Ceiling Tile / White / Perforated holes white front Fibrous back	Lobb y	Not AC M	ND
00 2	Mastic Adhesive / Brown / Dark brown ceiling mastic tiles	Lobb y	Not AC M	ND
00 3	Mastic Adhesive / Tan / Tan ceiling tile mastic	Lobb y	Not AC M	ND
00 4	Paint, Drywall / Red / Paint and drywall	Lobb y	Not AC M	ND
00 5	Drywall / Red / Paint, Joint Compound, Tape, Drywall	Lobb y	ACCM	- <1% (confirmed with point count)

5: STATE CERTIFICATION

Information

State Certification





ASBESTOS SURVEY REPORT

11 English St
Petaluma CA 94952

Diane Ramirez

APRIL 23, 2021



Inspector

Steve Ramos

Certified Inspector

707.775.7800

steve@envirovue.com

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SUMMARY



ITEMS INSPECTED



ACTION ITEMS

- ⊖ 1.2.1 Executive Summary - Summary Results: Bulk Samples ACM Present
- ⊖ 3.1.1 Asbestos Results and Recommendations - Findings and Results: Result Greater Than 1%
- ⊖ 3.3.1 Asbestos Results and Recommendations - Pictures: ACM
- ⊖ 3.3.2 Asbestos Results and Recommendations - Pictures: ACM
- ⊖ 3.3.3 Asbestos Results and Recommendations - Pictures: Non Detect (Not ACM)
- ⊖ 3.3.4 Asbestos Results and Recommendations - Pictures: Non Detect (Not ACM)
- ⊖ 3.3.5 Asbestos Results and Recommendations - Pictures: Non Detect (Not ACM)

1: EXECUTIVE SUMMARY

Information

Cover Letter



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Steve Ramos

CAC # 17-6062

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Observations

1.2.1 Summary Results

BULK SAMPLES ACM PRESENT



The building was inspected per the scope of work which included evaluating floor tiles in the main lobby. Samples were collected in accordance with regulation and/or industry guidelines where appropriate. It was determined, based on the laboratory data, that ACM materials are present. ACM is defined as a material that contains greater than 1% asbestos by weight. The following materials were identified as ACM:

- Black floor mastic - 6-7% chrysotile
- Tan/Red 12x12 Floor Tiles - 2% Chrysotile

The presence of surfacing material greater than 1% asbestos by weight renders this material regulated asbestos-containing material (RACM). The status of the residence, in which a contractor proceeded with demolition of the ACM drywall without the use of required engineering controls, is presently uninhabitable. The uncontrolled release of asbestos fibers has rendered the building hazardous to enter and all materials present are considered RACM unless they can be sufficiently cleaned per available regulations and guidelines.

Recommendation

Contact a qualified environmental contractor

2: ASBESTOS INSPECTION METHODS AND PROCEDURES

Information

Methodology Introduction: Inspection Procedures

If available and provided prior to the inspection, Insight Environmental reviewed the building's asbestos file for previously identified ACM. The inspection process began with a visual survey of the site for bulk debris or ash debris that may contain asbestos. The suspect materials identified were then described and categorized into homogeneous areas. Homogeneous areas consist of suspect materials that are identical in color, appearance, pattern, texture, and date of installation. Samples were collected in accordance with AHERA requirements detailed at 40CFR Part 763, Subpart E.

Sampling Methods: Sampling Method

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Thermal Insulation (TSI)

Insulation used to control heat transfer or prevent condensation on pipes and pipe fittings, boilers, breeching, tanks, ducts, and other parts of hot and cold water systems; heating, ventilation, and air conditioning (HVAC) systems; or other mechanical systems. These insulation materials include pipe lagging, pipe wrap, HVAC duct insulation, block insulation, cements and muds, and a variety of other products such as gaskets and ropes.

Miscellaneous Materials

Other, mostly non-friable products and materials found on structural components, structural members or fixtures, such as floor tile, ceiling tile, construction mastic for floor and ceiling materials, sheet flooring, fire doors, asbestos cement pipe and board, wallboard, acoustical wall tile, and vibration damping cloth. "Miscellaneous materials" do not include thermal system insulation or surfacing materials.

3: ASBESTOS RESULTS AND RECOMMENDATIONS

Information

Findings and Results: PLM

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The trace materials are currently regulated in California and require the following:

- Removal using wet methods
- Prohibition of removal using abrasive saw or methods which would aerosolize the materials
- Prompt cleanup of the impacted zone, using HEPA-filtered vacuums, as applicable
- Employer registration by CAL/OSHA for removal quantities exceeding 100 sq. ft. per year
- CAL/OSHA carcinogen Registration by the Demolition or abatement contractor impacting such material.

Summary and Recommendations: ACM Present

Asbestos Containing Materials are present. Asbestos is a hazardous substance and its maintenance, handling, removal and disposal is regulated by federal, state and local agencies. While the presence of the asbestos containing materials at the site does not require that they be removed, they must be properly managed if they are left in place. Personnel who are required to disturb the asbestos-containing materials must be properly trained and knowledgeable in asbestos procedures, specifically, they should be certified by DOSH. If the asbestos-containing materials are to be removed or should demolition or renovation activities at the site involve the identified asbestos-containing materials, the materials must be removed by a registered asbestos abatement contractor.

Insight Environmental recommends that any material which cannot be adequately identified as having been previously tested negative, be assumed to be asbestos-containing until such time as testing proves otherwise. If the asbestos-containing materials are to be left in place, Envirovue recommends that an Asbestos Operations and Maintenance Plan be developed to properly manage the identified and assumed asbestos-containing materials until such time as they are removed. Envirovue recommends that one staff member, who will develop and manage the program, be assigned as an Operations and Maintenance (O&M) Program Manager. The person should receive appropriate training and be charged with coordinating periodic O&M inspections. These inspections should include surveying all asbestos-containing building products in the facility. Defects such as signs of increased wear, water damage, vandalism and impact damage should be noted and repaired immediately. Materials with significant damage or that are visibly deteriorating should be removed. All construction or remodeling activities in the buildings should be reviewed by the O&M Program Manager in the planning stage to determine if the planned work will disturb the ACM and if preparatory abatement work will be required.

A complete record should be maintained of all findings (including this report), procedures, and actions regarding ACCM in the building. This record should also contain names of technical advisors, inspectors, consultants, and all staff time, material and costs associated with asbestos management and abatement. In the future, if ACCM management cost recovery is sought from manufacturers, suppliers, or contractors, or in the event of litigation, this information will be required.

Observations

3.1.1 Findings and Results

— Action Items

RESULT GREATER THAN 1%

The floor tiles and associated mastic are considered ACM as there is greater than 1% asbestos present. There are more than 100 sq ft of material present. The materials are classified as Category 2 Non-Friable - provided that they are removed intact without mechanical power tools. The removal of this material is regulated by the Bay Area Air Quality Management District, Cal-OSHA, Federal NESHAPs, and local ordinances. The removal should be performed by personnel that is trained and certified in accordance with the EPA MAP program and certified by Cal-OSHA.

Recommendation

Contact a qualified environmental contractor

3.3.1 Pictures

— Action Items

ACM

The red and tan floor tiles with black mastic are ACM.

Recommendation

Contact a qualified professional.



3.3.2 Pictures

ACM

The black floor mastic is ACM.

Recommendation

Contact a qualified professional.

 Action Items

3.3.3 Pictures

NON DETECT (NOT ACM)

BATHROOMS

Resin based flooring for bathrooms

Recommendation

Contact a qualified professional.

 Action Items

3.3.4 Pictures

NON DETECT (NOT ACM)

LOBBY

The green floor tile is not ACM

Recommendation

Contact a qualified professional.

 Action Items

3.3.5 Pictures

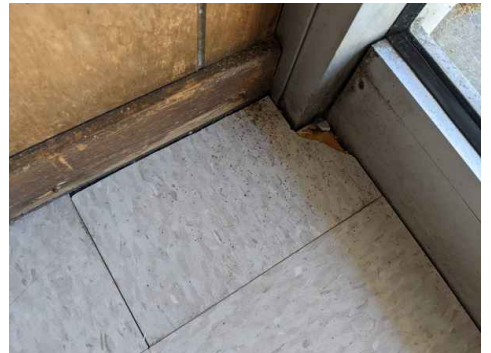
NON DETECT (NOT ACM)

LOBBY

The off-white floor tiles with brown fleck and yellow mastic are not ACM.

Recommendation

Contact a qualified professional.

 Action Items

4: GENERAL INFORMATION

Information

General Information About Asbestos

Asbestos Overview

The word asbestos refers to several types of naturally occurring fibrous minerals. Deposits of asbestos are found throughout the world. The primary sites of commercial production are Canada, Russia, South Africa, and the United States. Asbestos gained widespread use in commercial products because it was readily available, inexpensive, and because it is strong, it does not burn, it does not conduct heat or electricity well, and it is impervious to chemical corrosion.

Asbestos is comprised of a group of natural minerals. Unlike other minerals, however, the crystals of asbestos form long, thin fibers. Asbestos deposits are found throughout the world, but the primary sites of commercial asbestos production are Canada, Russia, and South Africa. Commercial mining of asbestos in the United States was halted in the 1980s. Once extracted from the earth, asbestos-containing rock is crushed, milled (or ground), and graded. This produces long, thread-like fibers of the material. What appears to the naked eye as a single fiber is actually a bundle of hundreds or thousands of fibers, each of which can be divided even further into tiny fibers (fibrils), invisible without the aid of a microscope. Asbestos materials are divided into two groups -- serpentine and amphibole. All asbestos in the serpentine group is called Chrysotile. This is the most common type of asbestos found in buildings in the United States, accounting for approximately 95 percent of the asbestos found in the nation's buildings. It is commonly known as "white asbestos" because of its natural color. The amphibole group contains five types of asbestos. Amosite, the second most common type of asbestos found in buildings in the United States, is often referred to as "brown asbestos" for the color of the natural mineral. Crocidolite, or "blue asbestos" has been used in high-temperature insulation products and on chemical-resistant surfaces, such as laboratory tables for chemistry and biology classes (upon occasion, the custodial staff will drill holes in tabletops for new fixtures without realizing that the material may contain crocidolite. The remaining three types of asbestos in the amphibole group -- Anthophyllite, Tremolite, and Actinolite -- are rare and have little commercial value. They are occasionally found as contaminants or minor constituents in asbestos-containing materials.

Medical Information

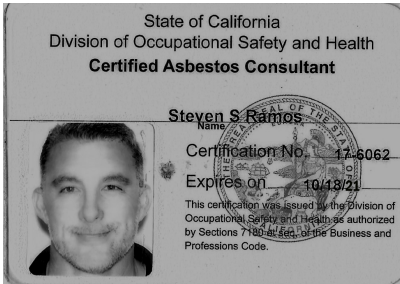
The medical community has identified three primary diseases which can be linked to asbestos exposure; asbestosis, lung cancer, and mesothelioma of the pleura or the peritoneum. These asbestos-related diseases may have a latency period of 20 - 40 years. The primary route of exposure is the inhalation of fibers. Asbestos is only considered a danger to human health when it is airborne and breathable.

5: GENERAL RECOMMENDATIONS

6: STATE CERTIFICATION

Information

State Certification



STANDARDS OF PRACTICE

SECTION VIII
PRODUCT CUTSHEETS