



DOCUMENT 00001

**PUBLIC WORKS DEPARTMENT
10300 TORRE AVENUE
CUPERTINO, CALIFORNIA 95014**

PROJECT MANUAL

FOR THE

**CITY HALL I.T. TENANT IMPROVEMENT
PROJECT**

Bid Date:

Wednesday, January 18, 2017

Project Number: 2017-22

File No.: 2017-22

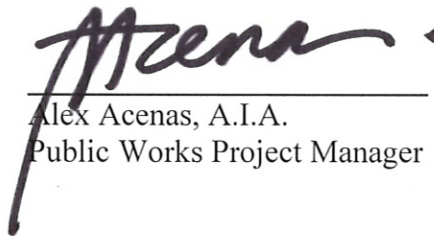
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SIGNATURE PAGE

**PROJECT MANUAL FOR
CITY HALL I.T. TENANT IMPROVEMENT PROJECT
PROJECT NO. 2017-22**

REVIEWED BY:



Alex Acenas, A.I.A.
Public Works Project Manager

APPROVED BY:



Timm Borden, P.E.
Director of Public Works

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PROJECT DIRECTORY

Project Name: CITY HALL I.T. TENANT IMPROVEMENT PROJECT

Project Number: 2017-22

Location: Cupertino City Hall, 10300 Torre Avenue, Cupertino, CA 95014

City Representative:

City of Cupertino
Alex Acenas, A.I.A.
Public Works Project Manager
Public Works Department
10300 Torre Avenue
Cupertino, CA 95014
PH: 408-777-3232
FX: 408-777-3333
e-mail: alexa@cupertino.org

Address for Stop Notices/Lien Notices:

City of Cupertino
Alex Acenas, A.I.A.
Public Works Project Manager
Public Works Department
10300 Torre Avenue
Cupertino, CA 95014
PH: 408-777-3232
FX: 408-777-3333
e-mail: alexa@cupertino.org

Architect of Record:

Bartos Architecture
Mark Bartos, A.I.A.
1730 S. Amphlett Blvd., #225
San Mateo, CA 94402
PH: (650) 340-1221

Construction Management:

Gilbane Building Company
1798 Technology Dr., Suite 120
San Jose, CA 95110
PH: (408) 660-4428

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SEALS PAGE

The Technical Specifications and Plans have been prepared by or under the direction of the following Registered Persons. All other sections have been prepared by the City in conjunction with the Technical Specifications contained herein and the Plans that are a part of the Contract Documents.



Mark Bartos, A.I.A.
Bartos Architecture

Licensed Architect No. C-24138
Expires 03/31/2017

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END OF SECTION

CALTRANS/CITY CROSS-REFERENCE TABLE

Whenever Standard Specifications Section 1 through 9 are referenced, the referenced sections are hereby deleted and the corresponding Document and Section in the following table shall be substituted.

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
Section #	Title	Document #	Section #	Title
1	Definition and Terms	00700		Abbreviations and Definitions
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2	Proposal Requirements and Conditions			
2-1.01	Contents of Proposal	00200		Instruction to Bidders
2-1.02	Approximate Estimate	00200		Instruction to Bidders
2-1.03	Examination of Plans, Specifications, Contract and Site of Work	00200 & 00320		Instruction to Bidders & Geotechnical Data and Exiting Conditions
2-1.04	Blank			
2-1.05	Proposal Forms	200		Instruction to Bidders
2-1.054	Required Listing of Proposed Subcontractors	00200 & 00800		Instruction to Bidders & Advertisement for Bids
2-1.056	State Employees and Design Engineers May Not Bid on Construction Contract	00200		Instruction to Bidders
2-1.06	Rejection of Proposals	00200		Instruction to Bidders
2-1.07	Proposal Guaranty	00200		Instruction to Bidders
2-1.08	Withdrawal of Proposals	00200		Instruction to Bidders
2-1.09	Public Opening of Proposals	00200		Instruction to Bidders
2-1.095	Relief of Bidders			Public Contract Code
2-1.10	Disqualification of Bidders	00481		Non-Collusion Affidavit
2-1.105	Previous Disqualification, Removal or Other Prevention of Bidding	00200 & 00450		Instruction to Bidders & Statement of Qualifications & Public Contract Code
2-1.108	Compliance with Orders of the National Labor Relations Board	00482		Bidder Certifications & Public Contract Code
2-1.11	Ineligibility to Contract	00481		Non-Collusion Affidavit & Public contract Code
2-1.12	Material Guaranty	00630 & 00700	4.9	Guaranty & General Conditions : Warranty and Inspection
3	Award and Execution of Contract			
3-1.01	Award of Contract	00200		Instruction to Bidders

CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
Section #	Title	Document #	Section #	Title
3-1.02	Contract Bonds	00610 & 00620 & 00700	2.2	Constructions Performance Bond & Construction Labor and Material Payment Pond & General Conditions : Contractor's Bonds
3-1.025	Insurance Policies	00700 & 00821		Insurance & General Conditions : Contractor's Insurance
3-1.03	Execution of Contract	00510		Notice of Award
3-1.04	Failure to Execute Contract	00200		Instruction to Bidders
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4	Scope of Work			
4-1.01	Intent of Plans and Specifications	00700	1.2 & 1.3	General Conditions : Clarification of Contract & Contract Documents Complementary
4-1.02	Final Cleaning Up	00700	3.2	General Conditions : Cleaning
4-1.03	Changes	00700	3.3	General Conditions : Change In Work
4-1.03A	Procedure and Protest	00700	3.3	General Conditions : Change In Work
4-1.03B	Increased or Decreased Quantity	00700	3.3	General Conditions : Change In Work
4-1.03B(1)	Increases of More Than 25 Percent	00700	3.3	General Conditions : Change In Work
4-1.03B(2)	Decrease of More Than 25 Percent	00700	3.3	General Conditions : Change In Work
4-1.03B(3)	Eliminated Items	00700	3.3	General Conditions : Change In Work
4-1.03C	Changes in Character of Work	00700	3.3	General Conditions : Change In Work
4-1.03D	Extra Work	00700	3.3	General Conditions : Change In Work
4-1.04	Detours	00700	3.4	General Conditions : Detours
4-1.05	Use of Materials Found on the Work	00700	6.21	General Conditions : Title to Materials Found on the Work
5	Control of Work			
5-1.01	Authority of Engineer	00700	4.1	General Conditions : Authority of City
5-1.02	Plans and Working Drawing	00700	1.2 & 4.2	General Conditions :Clarification of Contract & Submittals to be Furnished by Contractor
5-1.02A	Trench Excavation Safety Plans	00700	3.9	General Conditions : Excavation Safety Plans
5-1.03	Conformity with Contract Documents and Allowable Deviations	00700	4.3	General Conditions : Conformity with Contract Documents and Allowable Deviations
5-1.04	Coordination and Interpretations of Plans, Standard Specifications, and Special Provisions	00700	1.1	General Conditions : Precedence of Contract

CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
Section #	Title	Document #	Section #	Title
5-1.05	Order of Work	00700	4.4	General Conditions : Order of Work
5-1.06	Superintendence	00700	4.6	General Conditions : Superintendence
5-1.07	Lines and Grades	00700	4.8	General Conditions : Layout of Work and Surveys
5-1.08	Inspection	00700	5.1 & 5.5	General Conditions: : Source of Supply and Quality of Materials & Plant Inspection
5-1.09	Removal of Rejected and Unauthorized Work	00700	4.10 & 5.4	General Conditions : Defective and Unauthorized Work & Defective Materials
5-1.10	Equipment and Plants	00700	4.11	General Conditions : Construction Equipment and Plant
5-1.11	Alternative Equipment	00700	4.11	General Conditions : Construction Equipment and Plant
5-1.115	Alternative Methods of Construction	00700	3.11	General Conditions : Substitutions
5-1.116	Differing Site Conditions	00700	1.2 & 3.6	General Conditions : Clarification of Contract & Changed Site Conditions
5-1.12	Character of Workers	00700	4.7	General Conditions : Character of Workers
5-1.13	Final Inspection	00700	4.12	General Conditions : Substantial Completion, Final Completion and Final Acceptance
5-1.14	Cost Reduction Incentive	00700	3.7	General Conditions : Cost Reduction Incentive
6	Control of Material			
6-1.01	Source of Supply and Quality of Materials	00700	5.1	General Conditions : Source of Supply and Quality of Materials
6-1.02	State-Furnished Materials	00700	5.2	General Conditions : City-Furnished Materials
6-1.03	Storage of Materials	00700	5.3	General Conditions : Storage of Materials
6-1.04	Defective Materials	00700	5.4	General Conditions : Defective Materials
6-1.05	Trade Names and Alternatives	00700	3.11	General Conditions : Substitutions
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6-1.07	Certificate of Compliance	00700	5.6	General Conditions : Certificates of Compliance
6-1.08	Foreign Materials	00700	5.1	General Conditions : Source of Supply and Quality of Materials
6-1.09	State Specification Numbers			NOT APPLICABLE
6-2.01	Local Materials - General	00700	5.1	General Conditions : Source of Supply and Quality of Materials
6-2.02	Possible Local Material Sources			NOT APPLICABLE
6-2.03	Mandatory Local Material Sources			NOT APPLICABLE
6-3.01	Testing - General	00700	5.8	General Conditions : Testing

CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
Section #	Title	Document #	Section #	Title
6-3.02	Testing by Contractor	00700	5.8	General Conditions : Testing
7	Legal Relations and Responsibility			
7-1.01	Laws to be Observed	00700	6.1	General Conditions : Laws to be Observed
7-1.01A	Labor Code Requirements	00700	6.6	General Conditions : Apprentices
7-1.01A(1)	Hours of Labor	00700	6.5	General Conditions : Hours of Labor
7-1.01A(2)	Prevailing Wage	00700	6.4	General Conditions : Prevailing Wages
7-1.01A(2)(a)	Travel and Subsistence Payment	00700	3.4	General Conditions : Change in Contract Price & Labor Code
7-1.01A(3)	Payroll Records	00700	6.4	General Conditions : Prevailing Wages & Labor Code
7-1.01A(4)	Labor Nondiscrimination	00700	6.2	General Conditions : Labor Discrimination & Labor Code
7-1.01A(5)	Apprentices	00700	6.6	General Conditions : Apprentices
7-1.01A(6)	Workers' Compensation	00700 & 00821	2.1	Insurance & General Conditions : Contractor's Insurance
7-1.01A(7)	Suits to Recover Penalties and Forfeitures			Labor Code
7-1.01B	Fair Labor Standards Act			Fair Labor Standard Act of 1938
7-1.01C	Contractor's Licensing Laws			Public Contract Code & Business and Professions Code
7-1.01D	Vehicle Code			Vehicle Code
7-1.01E	Trench Safety	00700	3.9	General Conditions : Evacuation Safety
7-1.01F	Air Pollution Control			Government Code
7-1.01G	Water Pollution	00700	3.14	General Conditions : Storm Water Pollution Control
7-1.01H	Use of Pesticides	00700	3.12	General Conditions :Hazardous Material/Waste
7-1.01I	Sound Control Requirements	00700	6.26	General Conditions : Sound Control
7-1.01J	Assignment of Antitrust Actions			Public Contract Code & Government Code
7-1.02	Load Limitations			Vehicle Code
7-1.03	Payment of Taxes	00700	6.17	General Conditions : Payment of Taxes
7-1.04	Permits and Licenses	00700	6.7	General Conditions : Permits and Licenses
7-1.05	Patents	00700	6.8	General Conditions : Patents and Copyrights
7-1.06	Safety and Health Provisions	00700	6.1	General Conditions : Laws to be Observed
7-1.07	Blank			
7-1.08	Public Convenience	00700	6.9	General Conditions : Public Safety and Traffic Control
7-1.09	Public Safety	00700	6.9	General Conditions : Public Safety and Traffic Control
7-1.10	Use of Explosives	00700	6.11	General Conditions : Explosives and Stream Pollution
7-1.11	Preservation of Property	00700	6.14	General Conditions : Preservation of Property

CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
Section #	Title	Document #	Section #	Title
7-1.12	Indemnification and Insurance	00700	2.1 & 6.16	General Conditions : Contractor's Insurance & Indemnification
7-1.12A	Indemnification	00700	6.16	General Conditions : Indemnification
7-1.12B	Insurance	00700 & 00821	2	Insurance & General Conditions : Contractor's Insurance
7-1.12B(1)	General	00700 & 00821	2.1	Insurance & General Conditions : Contractor's Insurance
7-1.12B(2)	Casualty Insurance	00700 & 00821	2.1	Insurance & General Conditions : Contractor's Insurance
7-1.12B(3)	Workers' Compensation and Employer's Liability Insurance	00700 & 00821	2.1	Insurance & General Conditions : Contractor's Insurance
7-1.12B(4)	Liability Insurance	00700 & 00821	2.1	Insurance & General Conditions : Contractor's Insurance
7-1.12B(4)(a)	General	00700 & 00821	2.1	Insurance & General Conditions : Contractor's Insurance
7-1.12B(4)(b)	Liability Limits/Additional Insureds	00821		Insurance
7-1.12B(4)©	Contractor's Insurance Policy is Primary	00821		Insurance
7-1.12B(5)	Automobile Liability Insurance	00821		Insurance
7-1.12B(6)	Policy Forms, Endorsements, and Certificates	00821		Insurance
7-1.12B(7)	Deductibles	00821		Insurance
7-1.12B(8)	Enforcement	00821		Insurance
7-1.12B(9)	Self-Insurance	00821		Insurance
7-1.125	Legal Actions Against the Department			NOT APPLICABLE
7-1.13	Disposal of Material Outside the Highway Right of Way	00700	3.13	General Conditions : Inert Solids and Plant Material Recycling
7-1.14	Cooperation	00700	6.18	General Conditions : Cooperation with Others
7-1.15	Relief from Maintenance and Responsibility	00700	4.12	General Conditions : Substantial Completion, Final Completion and Final Acceptance
7-1.16	Contractor's Responsibility for the Work and Materials	00700	6.15	General Conditions : Contractor's Responsibility for Work
7-1.165	Damage by Storm, Flood, Tsunami or Earthquake	00700	3.5	General Conditions : Change in Contract Time
7-1.17	Acceptance of Contract	00700	4.12	General Conditions : Substantial Completion, Final Completion and Final Acceptance
7-1.18	Property Rights in Materials	00700	6.19	General Conditions : Property Right in Materials

CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
Section #	Title	Document #	Section #	Title
7-1.19	Rights in Land and Improvements	00700	6.20	General Conditions : Rights in Land and Improvements
7-1.20	Personal Liability	00700	6.29 & 6.30	General Conditions : Interest of Public Officers & Limit of Liability
7-1.21	Repair of Equipment			NOT APPLICABLE
7-1.22	Material Plants	00700	6.4	General Conditions : Prevailing Wages
8	Prosecution and Progress			
8-1.01	Subcontracting	00700	6.23	General Conditions : Subcontracting
8-1.02	Assignment	00700	7.1	General Conditions : Assignment
8-1.03	Beginning of Work	00700	7.3	General Conditions : Commencement of Work
8-1.04	Progress Schedule	00700	7.4	General Conditions : Work Progress Schedule
8-1.05	Temporary Suspension of Work	00700	7.5	General Conditions : Temporary Suspension of Work
8-1.06	Time of Completion	00520 & 00700	4.12	Contract & General Conditions : Substantial Completion, Final Completion and Final Acceptance
8-1.07	Liquidated Damages	00520 & 00700	7.6	Contract & General Conditions : Liquidated Damages
8-1.08	Termination of Control	00700	7.7	General Conditions : Termination of Control
8-1.09	Right of Way Delays	00700	7.16	General Conditions : Right of Way Delays
8-1.10	Utility and Non-Highway Facilities	00700	7.11	General Conditions : Coordination with Utilities
8-1.11	Termination of Contract	00700	7.8 & 7.9	General Conditions : Termination of Contract for Cause & Termination of Contract for Convenience
9	Measurement and Payment			
9-1.01	Measurement and Quantities	00700	8.1	General Conditions : Measurement of Quantities
9-1.015	Final Pay Items	00700	8.3	General Conditions : Progress Payment
9-1.02	Scope of Payment	00700	3.4	General Conditions : Change in Contract Price
9-1.03	Force Account Payment	00700	3.4	General Conditions : Change in Contract Price
9-1.03A	Work Performed by Contractor	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(1)	Labor	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(1a)	Actual Wage	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(1b)	Labor Surcharge	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(1c)	Subsistence and Travel Allowance	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(2)	Materials	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(2a)		00700	3.4	General Conditions : Change in Contract Price
9-1.03A(2b)		00700	3.4	General Conditions : Change in Contract Price

CALTRANS/CITY CROSS-REFERENCE TABLE

Caltrans Standard Specification - 2006		City Contract Documents - 2007		
Section #	Title	Document #	Section #	Title
9-1.03A(2c)		00700	3.4	General Conditions : Change in Contract Price
9-1.03A(2d)		00700	3.4	General Conditions : Change in Contract Price
9-1.03A(2e)		00700	3.4	General Conditions : Change in Contract Price
9-1.03A(3)	Equipment Rental	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(3a)	Equipment on the Work	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(3b)	Equipment not on the Work	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(3c)	Owner-Operated Equipment	00700	3.4	General Conditions : Change in Contract Price
9-1.03A(3d)	Dump Truck Rental			NOT APPLICABLE
9-1.03B	Work Performed by Special Forces or Other Special Services	00700	3.4	General Conditions : Change in Contract Price
9-1.03C	Records	00700	3.4	General Conditions : Change in Contract Price
9-1.03D	Payment	00700	3.4	General Conditions : Change in Contract Price
9-1.04	Notice of Potential Claim	00700	9	General Conditions : Claims by Contractor
9-1.05	Stop Notices			Civil Code
9-1.06	Partial Payments	00700	8.3	General Conditions : Progress Payment
9-1.065	Payment of Withheld Funds	00700	8.6	General Conditions : Substitution of Securities in Lieu of Retention
9-1.07	Payment after Acceptance	00700	8	General Conditions : Measurement and Payment
9-1.07A	Payment Prior to Proposed Final Estimate	00700	8	General Conditions : Measurement and Payment
9-1.07B	Final Payment and Claims	00700	8.4	General Conditions : Final Payment
9-1.08	Adjustment of Overhead Costs			NOT APPLICABLE
9-1.09	Clerical Errors			NOT APPLICABLE
9-1.10	Arbitration	00700	9.4	General Conditions : Mediation

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DOCUMENT 00100

ADVERTISEMENT FOR BIDS


NOTICE: THE CITY OF CUPERTINO, a Municipal Corporation of the State of California (“City”) hereby gives notice that it will accept Bids for construction of the following public work:

**CITY PROJECT NUMBER 2017-22
CITY HALL I.T. TENANT IMPROVEMENT PROJECT**

1. **BID SUBMISSION:** The City uses a two-part Bid process with Bids in **Envelope “A”** and Statements of Qualification and Financial information in **Envelope “B”**. City will accept **Envelope “A” and Envelope “B”** before **2:00 p.m. on January 18, 2017 in the City Clerks Office**. Bids will be publicly read at 2:05 p.m. in the lobby of City Hall at 10300 Torre Avenue. City’s representative will call out the designated time in the Office of the City Clerk, stating that the period for accepting Bids is closed. The Bid opening will be in accordance with procedures set forth in Document 00200 (Instructions to Bidders).
2. **CONTACT INFORMATION:**
Public Works Department
408 777 3354 general
408 777 3333 fax
capitalprojects@cupertino.org
City Hall, 10300 Torre Avenue
Cupertino, CA 95014
3. **STATEMENT OF QUALIFICATIONS:** Each Bidder shall be required to submit a “Statement of Qualifications” in accordance with Document 00200 (Instructions to Bidders) and Document 00450 (Statement of Qualifications for Construction Work).
4. **DESCRIPTION OF THE WORK:** Work includes selective interior demolition and associated patching and painting, acoustical tile ceiling, carpet tile and base and electrical and mechanical modifications.
5. **CONTRACT TIME:** Work shall be completed by March 3, 2017 in accordance with contract requirements, and project completion. A notice to proceed is anticipated to be issued by or before February 3, 2017.
6. **REQUIRED CONTRACTOR’S LICENSE:** A **California Class “B” General Building** contractor’s license is required to Bid this Contract. Joint ventures must secure a joint venture license prior to award of this Contract. Removal, handling, and/or disposal of hazardous materials may, by law, require hazardous substance removal certification by the Contractor’s State License Board.
7. **Required Contractor and Subcontractor Registration**
 - A. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00430 Subcontractor List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
 - B. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with the preceding paragraph shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

8. **PREVAILING WAGE LAWS:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents.
9. **INSTRUCTIONS:** Bidders shall refer to Document 00200 (Instructions to Bidders) for required documents and items to be submitted in sealed envelopes to City Clerk's office, as well as applicable times for submission.
10. **SUBSTITUTION OF SECURITIES:** City will permit successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention) is incorporated in full in this Document 00100.
11. **NON-MANDATORY PRE-BID CONFERENCE:** City will conduct a Non-mandatory Pre-Bid Conference at 10:00 AM on Tuesday, January 10, 2017 at City Hall.
12. **PROCUREMENT OF BIDDING DOCUMENTS:** The Bid Documents may be downloaded from the City of Cupertino Web site at: <http://www.cupertino.org/index.aspx?page=119>, or from a plan room or trade journal site that carries them. The City will post all addenda to the project on the City web site and it is the Contractor's sole responsibility to download the addenda for the project. If a Contractor wishes to be on the plan holders list for the project the Contractor must send an e-mail to: capitalprojects@cupertino.org containing the following information: Contractor's name, address, phone and fax number, and e-mail address for future communications. The plan holders list will be updated daily. Bidder is responsible for printing all of the bidding documents.
13. **BID PREPARATION COST:** Bidders are solely responsible for the cost of plan and specification printing and preparing their Bids.
14. **RESERVATION OF RIGHTS:** City specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from Bid requirements not involving time, price, or quality of the Work.
15. **PORTION OF WORK PERFORMED BY THE CONTRACTOR:** The Contractor shall perform no less than 20% of the Work, excluding Specialty Items, with its own organization. Specialty Items will be identified on the Bid Form.

CITY OF CUPERTINO

By 
Timm Borden, R.C.E. #45512
Director of Public Works

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

Bids are requested for a general construction contract, or work described in general, as follows:

CITY HALL I.T. TENANT IMPROVEMENT PROJECT

1. **RECEIPT OF BIDS.** Sealed Bids will be received by the City at City's office (see paragraph 2 below) on **the date shown in the Advertisement for Bids**. City will receive Bids in two separate opaque sealed 10" x 13" envelopes, labeled **Envelope "A"** and **Envelope "B"** each containing the respective items described in paragraphs 4 and 5 below. All Bid envelopes will be time stamped to reflect their submittal time. **Envelope "A" and Envelope "B" shall be due before 2:00 p.m.** as determined by the clock on the wall of the office of the City Clerk. Bids will be publicly read at 2:05 p.m. in the lobby of City Hall at 10300 Torre Avenue. City will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00200.
2. **CONTACT INFORMATION.**

Mailing address:
City of Cupertino
City Hall
10300 Torre Avenue
Cupertino, CA 95014

City's Authorized Representative:
Alex Acenas, Public Works Project Manager

Telephone:
(408) 777-3232

Emails:
alex@cupertino.org

Fax:
(408) 777-3333
3. **BID SUBMISSION.** Bidder should mark its Bid envelopes as **BID FOR THE CITY, PROJECT NUMBER 2017-22, CITY HALL I.T. TENANT IMPROVEMENT PROJECT** Envelope "A" or "Envelope "B," as appropriate. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of City made as part of Bid evaluation process after submission of Bid. Bidder's failure to submit all required documents strictly as required entitles City to reject the Bid as non-responsive.
4. **CONTENTS OF ENVELOPE "A" - BID PRICE.** Envelope "A" shall include:
 - a. Document 00400 (Bid Form) completed in accordance with paragraph 6 of this Document 00200.
 - b. Bid security supplied and completed in accordance with paragraph 7 of this Document 00200.
 - c. Document 00430 (Subcontractors List) in accordance with paragraph 8 of this Document 00200.
 - d. Document 00460 (Schedule of Major Equipment and Material Suppliers). Bidder must complete this form as indicated. If included in Documents.
 - e. Document 00481 (Non-Collusion Affidavit).

5. **CONTENTS OF ENVELOPE “B” – BIDDER STATEMENT OF QUALIFICATIONS.** Envelope “B” shall include:
- a. Document 00450 (Statement of Qualifications for Construction Work) submitted in accordance with paragraph 9 of this Document 00200.
 - b. Document 00482 (Bidder Certifications). Bidder must complete this form as indicated.
6. **REQUIRED BID FORMS.** All Bidders must submit Bids using, where applicable, documents supplied in this Project Manual, including without limitation Document 00400 (Bid Form), Document 00430 (Subcontractors List), Document 00450 (Statement of Qualifications for Construction Work), Document 00460 (Schedule of Major Equipment and Material Suppliers), Document 00481 (Non-Collusion Affidavit), and Document 00482 (Bidders Certifications). City will reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents. Bidder must completely fill out all forms required for the bid. City reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. City reserves the right to reject any Bid not clearly written.
7. **REQUIRED BID SECURITY.** Bidders must submit with their Bids either cash, a cashier’s check, or certified check from a responsible bank in the United States, or corporate surety bond furnished by a surety authorized to do business in the State of California, of not less than ten percent of amount of Base Bid, payable to City. All Bidders choosing to submit a surety bond must submit it on the required form, Document 00411 (Bond Accompanying Bid). City will reject as non-responsive any Bid submitted without the necessary Bid security.
- City may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs. Upon full execution of the Contract, and upon request by Bidder, City will return to the respective unsuccessful Bidders their Bid securities and Bid bonds.
8. **REQUIRED SUBCONTRACTORS LIST.** All Bidders must submit with their Bids the required information on all Subcontractors in Document 00430 (Subcontractors List) for those Subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent of total Bid or ten thousand dollars (\$10,000), whichever is greater. Violation of this requirement may result in Bid being deemed non-responsive and being rejected.
9. **REQUIRED STATEMENT OF QUALIFICATIONS.** In order for a Bidder to be eligible to Bid on this Contract, it must submit a Statement of Qualifications responsive to the requirements identified in Document 00450 (Statement of Qualification for Construction Work) (“SOQ”), including without limitation qualification information for Subcontractors and schedulers, if any. Except as otherwise provided in paragraphs 20 and 21 of this Document 00200 or in Document 00450 (Statement of Qualification for Construction Work), City will make final determinations regarding Bidder responsibility based solely upon the SOQ submitted as part of Envelope “B” on Bid day. Information in the SOQ shall be current.

No engineering or architectural firm which has provided design services for a project shall be eligible to submit a proposal for the contract to construct the project nor to subcontract for any portion of the work. The ineligible firms include the prime contractor for design, subcontractors of portions of the design and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

10. **PRE-BID CONFERENCE:** City will conduct a Pre-Bid Conference at the time, date and location listed in the Document 00100, Advertisement for Bids.

Any Bidder wishing to investigate subsurface conditions or otherwise conduct invasive investigations, explorations, tests, or studies at this Site, must schedule the visit with the City by giving the City at least seven (7) days written notice. Additionally, any such Bidder must deliver an executed Document 00210 (Indemnity and Release Agreement) and provide an insurance certificate as described therein by noon of the Day prior to the examination.

Bidders who intend only to observe existing Site conditions and not conduct subsurface examinations are not required to provide an executed Document 00210 (Indemnity and Release Agreement) or an insurance certificate, but are requested to contact the Public Works Department to arrange for access to the fenced site.

Bidders are encouraged to submit written questions in connection with the Site Visit. City will transmit to all parties recorded, as having received Bidding Documents such Addenda, as City, in its discretion, considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective. Other Pre-Bid Meetings may be scheduled at City's sole discretion, depending on staff availability.

11. **OTHER REQUIREMENTS PRIOR TO BIDDING.** Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00520 (Contract), Article 5. Submission of Bid shall constitute Bidder's express representation to the City that Bidder has fully completed these tasks.
12. **EXISTING DRAWINGS AND GEOTECHNICAL DATA.** Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work) by giving City reasonable advance notice, as well as applicable environmental assessment information (if any) regarding the Project. Document 00320 (Geotechnical Data and Existing Conditions) applies to all supplied existing conditions information and geotechnical reports and all other information supplied regarding existing conditions either above ground or below ground. Some information is included in the Appendix for Information Only.
13. **ADDENDA.** Bidders must direct all questions about the meaning or intent of Bidding Documents to City (Attention: City's Authorized Representative) in writing. Letters, Faxes or emails are acceptable forms of written questions. Interpretations or clarifications considered necessary by City in response to such questions will be issued by Addenda mailed, faxed, or delivered to all "Bid List" parties, recorded by City as having received a Bidding Documents CD. Addenda will be written and will be issued to each Bidder to the address or fax number supplied City by Bidder. City may not answer questions received less than ten Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - a. Addenda may be issued to modify the Bidding Documents as deemed advisable by City.
 - b. Addenda shall be acknowledged by number with signature in Document 00400 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from City.
14. **SUBSTITUTIONS.** Bidders must base their Bids on products and systems specified in Contract Documents or Addenda.
 - a. Except as provided in paragraph 14.c below, City will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00660 (Substitution Request Form) no later than 35 Calendar Days after the due date for City receiving Bids. To assess "or equal" acceptability of product or system, substitution requests shall contain the information required in Document 00660 (Substitution Request Form) and set forth in Document 00700 (General Conditions). Insufficient information will be grounds for rejection of substitution. City shall, within a reasonable period of time after having received a request for substitution, issue in writing its decision as to whether the proposed substitute item is an "equal" item. City's decision shall be conclusive on all Bidders.
 - b. Approved substitutions shall be listed in Addenda and become part of the Contract Documents.
 - c. Substitutions may be requested after submitting Bids and the Award of Contract only in accordance with requirements specified in Document 00700 (General Conditions).
 - d. As further limitation on Bidder's privilege to substitute items, City has found that certain items are designed as City standards and certain items are designed to match existing items in use on a particular public improvement, either completed or in the course of completion. As to such items, City will not permit substitution. City will not permit substitutions for the following items: **NONE IN THIS PROJECT**
15. **WAGE RATES.** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at City's Public Works office or may be obtained of the State of California web site <http://www.dir.ca.gov/DLSR/PWD/Northern.html> and are deemed included in the Bidding Documents. Upon request, City will make available copies to any interested party. Also, Contractor shall post the applicable prevailing wage rates at the Site.

- 16. EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.
- 17. BID OPENING.** City will open all Bidders' Envelopes "A," at the time and on the date specified in paragraph 1 above, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein. City will not open Envelopes "B" publicly, and except for the Apparent Low Bidder's Envelope "B" (or as otherwise provided in this Document 00200), they will remain unopened.
- 18. DETERMINATION OF APPARENT LOW BIDDER (Envelope "A").** Pursuant to Public Contract code Section 20103.8, the following methods shall be used to determine the apparent low bid. Apparent Low Bid will be based solely on the total amount of all Bid items in the Base Bid if there are no Alternate bid items. If there are Alternate bid items, the apparent low bidder will be determined by adding each of the Alternate bid items to the Base Bid in ascending numerical sequence, until a total is reached to which no further Alternate Bids may be added without exceeding the expected expenditure amount. The low bidder will be the bidder whose total amount calculated under the preceding sentence (1) includes the greatest number of Alternates, or (2) offers an equal number of Alternates for the lowest price. If the addition of the first Alternative Bid to the Base Bid results in a figure greater than the above-stated dollar amount in the case of every responsive bidder, the lowest bid will be determined by the Base Bid alone. Once the lowest bidder has been identified in the preceding manner, the City may elect to award the Base Bid item alone or any or all Alternate items in any sequence to the low bidder, even if the resulting contract amount no longer represent the lowest total price for the particular items chosen. All Bidders are required to submit Bids on all Bid items including any and all Alternates items.
- 19. EVALUATION OF BIDDER RESPONSIBILITY (Envelope "B").**
- a. City will open Apparent Low Bidder's Envelope "B" and check its contents for compliance with paragraph 5 above and this paragraph 20. 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.
 - b. If any Apparent Low Bidder is determined to be non-responsive or non-responsible, City may open the next Apparent Low Bidder's Envelope "B" pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder. City shall use reasonable efforts to make the responsive responsible Apparent Low Bidder's Envelope "B" public on the fifth Day following opening of the Bidders' Envelope "A"s, subject to paragraph 27 below.
 - c. Document 00450 sets forth certain minimum criteria for a Bidder to be found responsible. Bidder's attention is called to the following minimum requirements for a Bidder to be found responsible to perform the Work:
 - 1) 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.
 - 2) Ability to secure, in accordance with the Contract Documents, the required forms of Construction Performance Bond and Construction Labor and Material Payment Bond. Ability to obtain required insurance with coverage values that meet minimum requirements.
 - 3) Subcontracting Prior Experience. Satisfactory experience on public works, including without limitation no history of default termination, excessively delayed completion or excessive defective work.
 - 4) Projects Public Experience. Evidence that Bidder and its team, including without limitation its Subcontractors (hereafter, including Bidder if Bidder performs such Work itself, "designated Subcontractor(s)"), have the human and physical resources of sufficient quantity and quality to perform the Work under Contract Documents in a timely and Specification-compliant manner, to include:
 - i. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
 - ii. Minimum licensing requirements including evidence of a valid California contractor's license as specified for the Bidder and evidence of requisite licenses for Key Personnel of Bidder or any designated Subcontractor(s).
 - iii. Sufficiency of proposed quality assurance plan to meet the requirements of the Contract Documents.
 - iv. Bidder's safety record.

- v. Minimum experience requirements of the prime contractor including the completion of a suitable number of projects of similar nature and complexity for contract dollar amounts equal to what is specified in Document 00450 (Statement of Qualification).
- vi. A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
- vii. Expertise of Key Personnel to accomplish the duties and responsibilities required to perform the Work under the Contract Documents. Minimum experience requirements of Key Personnel including the completion of projects of similar nature and complexity and having the number of years of experience on projects of similar nature and complexity as specified in Document 00450 (Statement of Qualifications).

Bidder shall expressly indicate which, if any, of the designated Subcontractor(s)' functions it will perform itself.

- 5) The following are general requirements for the designated Subcontractor(s) to be found responsible to perform the Work. (Unless the designated Subcontractor(s) is found responsible, Bidder will be found non-responsible.) See specific requirements in Document 00450.
 - i. Evidence that Bidder's named Subcontractor has the human and physical resources of sufficient quantity and quality to perform those aspects of the Contract in a timely and Specification-compliant manner.
 - ii. Construction and management organizations with sufficient personnel and requisite disciplines, licenses, skills, experience, and equipment for the Project.
 - iii. A field organization with skills, experience, and equipment sufficient to perform all on-Site work and necessary scheduling.
 - iv. Installation of a minimum number of projects over a period of several years for projects similar in nature and complexity to this Project.
 - v. The installation supervisor shall have worked in a similar capacity on a number of projects similar in nature and complexity to this Project.

20. BID EVALUATION. City may reject any or all Bids and waive any informalities or minor irregularities in the Bids. City also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project. City reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if City believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some work items and enhanced prices for other work items.

- a. In evaluating Bids, City will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices and other data, as may be requested in Document 00400 (Bid Form) or prior to the Notice of Award.
- b. City may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as City deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, proposed Subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing. City shall have the right to consider information provided by sources other than Bidder. City shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- c. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
- d. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by the City to increase or diminish the amount of work under any classification as advantages to design or construction needs require.
- e. City may determine whether a Bidder is qualified in its sole discretionary judgment.
- f. If identical apparent lowest bids are received the City may award the contract in accordance with Section 20166 of the Public Contract code.

g. **Required Contractor and Subcontractor Registration**

- 1) Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00430, Subcontractors List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- 2) Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with the preceding paragraph shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

21. AWARD. If the Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Following completion of all required City procedures and receipt of all City approvals, City will issue Document 00510 (Notice of Award) to successful Bidder. If two (2) or more bids are the same and found to be the lowest responsible responsive bidder, the City may accept either bid it chooses in its sole discretion.

22. BID PROTEST. Any Bid protest must be submitted in writing to the City's offices (Attention: City's Authorized Representative), before 3:30 p.m. of the third Calendar Day following opening of Bidders' Envelope "A"s.

- a. The initial protest document must contain a complete statement of the basis for the protest.
- b. The protest must refer to the specific portion of the document that forms the basis for the protest.
- c. The protest must include the name, address, and telephone number of the person representing the protesting party.
- d. Only Bidders who the City otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, City will open and evaluate information contained in any protesting Bidder's Envelope "B", and conduct the same investigation and evaluation as City is entitled to take regarding an Apparent Low Bidder. Any such opened Envelope "B" shall also be subject to all provisions of paragraph 27.
- 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 that 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 procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. 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.

23. POST-NOTICE OF AWARD REQUIREMENTS. After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below.

- a. Submit the following documents to City by 5:00 p.m. of the 10th Calendar Day following Notice of Award. Execution of Contract by City depends upon approval of these documents:
 - 1) Document 00520 (Contract): To be executed by successful Bidder. Submit four originals, each bearing an original signature.
 - 2) Document 00610 (Construction Performance Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00610 (Construction Performance Bond). Submit one original.
 - 3) Document 00620 (Construction Labor and Material Payment Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00620 (Construction Labor and Material Payment Bond). Submit one original.
 - 4) Insurance certificates and endorsements required by Document 00700 (General Conditions). Submit one original set.
 - 5) The Guaranty in the form set forth in Document 00630 (Guaranty). Submit four originals, each bearing an original signature.

- b. City shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. City may elect to extend the time to receive faithful performance and labor and material payment bonds.
 - c. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles City to rescind its award, and to cause Bidder's Bid security to be forfeited as provided herein.
- 24. FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If Bidder, to whom Contract is awarded shall, within the period described in paragraph 23a of this Document 00200, fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, City may, in its sole discretion, foreclose on Bidder's deposit surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages City may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City's damages. In addition, upon such failure City may determine the next Apparent Low Bidder and proceed accordingly.
- 25. MODIFICATION OF COMMENCEMENT OF WORK.** City expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project. City accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- 26. WITHDRAWAL OF BIDS.** Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with the City at the City's office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the City to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.
- 27. PUBLIC RECORDS ACT REQUESTS.**
- a. Per the Public Records Act, City will make available to the public, Bidder's SOQ (if Bidder's Envelope "B" is opened), all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00200, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and will eventually be returned to the submitter.
 - b. Upon a request for records regarding this Bid, City will notify Bidder involved within ten Days from receipt of the request of a specific time when the records will be made available for inspection. City will make such information available to the extent required by applicable law, without restriction.
 - c. Information disclosed in the SOQ (if Envelope "B" is opened) and the attendant submissions are the property of City.
- 28. CONFORMED CONSTRUCTION DOCUMENTS.** Following Award of Contract, City may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which will, failing objection, constitute the approved set of Contract Documents.
- 29. DEFINITIONS.** All abbreviations and definitions of terms used in this Document 00200 are set forth in Section 00700.

END OF DOCUMENT

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BID SUBMITTAL MAP

STEVENS CREEK BLVD

CALI AVE

REINELL PL

ANN CT

MACADAM LN

CITY HALL
10300 TORRE AVE

COMMUNITY HALL
10350 TORRE AVE

RODRIGUES AVE

LAS ONDAS WAY

DEANZA BLVD

CIVIC PARK LN

LAS ONDAS CT

BLANEY AVE

TORRE AVE

FARALLONE DR

SOMERSET DR

PACIFICA DR

PACIFICA DR

SILVERADO AVE

SUISUN DR

WHITNEY WAY

0 140 280 560 840 1,120 Feet



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DOCUMENT 00210

INDEMNITY AND RELEASE AGREEMENT

Dated _____

POTENTIAL BIDDER: _____

CITY: THE CITY OF CUPERTINO

SITE: 10300 Torre Ave., Cupertino, CA 95014

PROJECT: CITY HALL I.T. TENANT IMPROVEMENT PROJECT

In consideration of the above-referenced City’s permitting the undersigned potential bidder (“Bidder”) to have access to, and to conduct investigations, tests and/or inspections on, the Site, Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless City, and its officers, employees, consultants (including without limitation Consulting Engineer), representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney’s fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder’s officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of City or by any released and indemnified party.
2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 00320 (Geotechnical Data and Existing Conditions).
4. Attached hereto (or to be delivered separately before Bidder’s visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 00700 (General Conditions).
5. Although this Indemnity and Release Agreement is not a Contract Document (see Document 00520 Contract), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the subject Project, is awarded a contract for the Project, or otherwise.

Name of Bidder

By: _____
Signature

By: _____
Signature

Its: _____
Title (If Corporation: Chairman, President or Vice President)

Its: _____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

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DOCUMENT 00400

BID FORM

To be submitted as part of Envelope "A" by the time and date specified in Document 00200 (Instructions to Bidders).

TO THE HONORABLE CITY COUNCIL OF THE CITY OF CUPERTINO

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

**Re: PROJECT NUMBER 2017-22
CITY HALL I.T. TENANT IMPROVEMENT PROJECT**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with the City of Cupertino ("City") in the form included in the Contract Documents, Document 00520 (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents. All portions of this Bid Form must be completed and signed before the bid is submitted. Failure to do so will result in the bid being rejected as non-responsive.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. **This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.**
3. Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Contract), Article 5.
4. Bidder has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
5. Bidder attended the non-mandatory Pre-Bid Meeting.

YES _____ NO _____
6. Subcontractors for work included in all Bid items, in accordance with the criteria in the Public Contract Code, are listed on the attached Document 00430 (Subcontractors List).
7. The undersigned Bidder understands that City reserves the right to reject this Bid.
8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Contract), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).
9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below on the signature page.

10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the total of Base Bid and made payable to the "City of Cupertino".
11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00520 (Contract). The undersigned Bidder acknowledges that City has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
12. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Contract) shall be as set forth in Document 00520 (Contract).

NOTICE

Required Contractor and Subcontractor Registration

- 1. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00430, Subcontractors List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.**
- 2. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with the preceding paragraph shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.**

Contractor's Name: _____

Project No. 2017-22

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Allowances and Alternative Bid items are described in Document 00800 (Special Conditions). Quote in figures only, unless words are specifically requested. **Please Note that time extensions will NOT be permitted with the acceptance of any or all of the Alternative Bid Items listed below.**

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	Construct the tenant improvements shown in the Plans and Specs	LS	1		

Unit Legend

LS = Lump Sum

EA = Each

LF = Linear Feet

TON = Ton or 2,000 Pounds

CY = Cubic Yards

LB = Pounds

AL = Allowance

SF = Square Feet

Contractor's Name: _____

Project No. 2017-22

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS

Bidder hereby acknowledges receipt and examination of all Contract Documents and the following Addenda:

Addendum No.	Addendum Date

Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the sums of money listed in this Bid Form.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number: _____

Expiration Date: _____

DIR Registration No.: _____

Where incorporated, if applicable

Principals

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

Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation, state where incorporated, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Officers authorized to sign contracts:

Telephone Number(s):

Typed Full Name:

Fax Number(s):

E-Mail Address:

END OF DOCUMENT

DOCUMENT 00411

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned _____ as Principal, and the undersigned as Surety, are held and firmly bound unto the CITY OF CUPERTINO, a Municipal Corporation of the State of California ("City"), as obligee, in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal _____'s Base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for City **Project No. 2017-22, CITY HALL I.T. TENANT IMPROVEMENT PROJECT**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 00200 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20 ____.

(Corporate Seal)

By

Principal

Surety

(Corporate Seal)

By

Attorney in Fact

END OF DOCUMENT

This page is intentionally left blank.

DOCUMENT 00430

REQUIRED SUBCONTRACTORS LIST

Bidder must provide the following Listed Subcontractor information in conformance with the California Public Contract Code where the value of the Subcontractor’s work is or exceeds ½ of one percent (.05%) of the Base Bid or ten thousand dollars (\$10,000), whichever is greater, on Document 00400. Failure to do so will render Bid Non Responsive.

Bidder is reminded that Listed Subcontractors cannot be substituted by the Apparent Low Bidder after Bid has been submitted and opened, without City’s formal approval.

Name of Subcontractor and Location of Place of Business	Description of Work	Subcontractor’s License No.	DIR Registration Number

Attach additional sheets if necessary

NOTICE:

Required Contractor and Subcontractor Registration

- 1) Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00430, Subcontractors List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- 2) Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with the preceding paragraph shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.

END OF DOCUMENT

DOCUMENT 00450

STATEMENT OF QUALIFICATIONS

FOR

CITY HALL I.T. TENANT IMPROVEMENT PROJECT

Bidder's Full Corporate Name: _____

Bidder's Legal Structure

- _____ Sole Proprietor
- _____ Partnership
- _____ Non-Profit 501 C3
- _____ Corporation
- _____ Other, please explain _____

Bidder's Federal I.D. Number _____

Bidder's Mailing Address _____

Bidder's Street Address _____

Owner of Bidder's Company _____

Bidder's Contact Person _____

Bidder's Address _____

Bidder's Phone _____ Fax _____ Email _____

(Bidder shall identify each partner and / or member of the Joint Venture, and their roles and responsibilities, if a Joint Venture is proposed.)

INSTRUCTIONS FOR THE SUBMITTAL OF THE STATEMENT OF QUALIFICATIONS

- Place the Statement of Qualifications Document, with all required materials, in a separate envelope labeled **"Envelope B", "STATEMENT OF QUALIFICATIONS" (SOQ)** with the project title and Bidder's name and address. **Do Not place the SOQ in the same envelope as the Bid Proposal. The envelope will not be opened if only one is received; it will be returned to the Bidder.**
- Submittal of the Statement of Qualifications envelope is required at the same time as the Bid Proposal. The Bid Proposal, Envelope "A", will not be opened if the Statement of Qualifications, Envelope B, is not received on time.
- The City will open only Bid Proposals, Envelope "A", at the public bid opening. The Statement of Qualifications, Envelope "B", of the apparent low bidder, will be opened by the City to check its contents for compliance with the requirements. City will notify Apparent Low Bidder 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.
- If the Apparent Low Bidder is determined to be non-responsive or non-responsible, City may open the next Apparent Low Bidder's Statement of Qualification, Envelope B, pursuant to any procedures determined in its reasonable discretion, and proceed for all intents and purposes, as if the next Apparent Low Bidder were the original Apparent Low Bidder. City shall use reasonable efforts to make the responsive responsible Apparent Low Bidder's Statement of Qualifications public by the fifth work day following opening of the Bid Proposals.

GENERAL BIDDER EXPERIENCE

Any explanation requested by a Bidder regarding the meaning or interpretation of this Document must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

Except as set forth herein, all abbreviations and definitions of terms used in this Document 00450 are as set forth in Document 00700 (General Conditions).

Bidders shall complete the entire Statement of Qualification. Failure to complete the questionnaire or the inclusion of any false statement(s) shall be grounds for immediate disqualification.

The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meets City's requirements. To this end, the SOQ should be specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).

Bidder's compliance with the minimum qualification requirements of this Document, will also 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 also consider the qualifications of the Subcontractor's supervisory personnel.

The Contract will require Bidder to construct the Project, all in accordance with the scope of Work set forth in the Contract. City will accept Bids only from Bidders duly licensed in accordance with the California Business & Professions Code. Additionally, Bidder must meet the following general requirements, at a minimum, in order to be considered by City to be qualified for award of the Contract:

Per the Public Records Act, City will make available to the public, Bidder's Statement of Qualifications and all correspondence and written questions submitted with the Bid. All submissions not opened will remain sealed and eventually be returned to the submitter.

Upon receipt of a request for copies of records regarding this Bid, City will notify Bidder involved within ten calendar Days from receipt of the request of a specific time when the records will be made available for inspection. City will make such information available to the extent required by applicable law, without restriction.

Information disclosed in the Statement of Qualifications and the attendant submissions are the property of City.

**PART A
BIDDER'S GENERAL QUALIFICATIONS**

1. Does Bidder have at least five years of experience as a continuously operating entity engaged in the performance of similar work? Yes _____ No _____
2. Has Bidder, within the past five years, completed three projects, of similar nature and complexity, with a contract amount of at least \$60,000 each? Yes _____ No _____
3. Does Bidder possess a valid and current California Class B - General Building Contractor's License? Yes _____ No _____
4. Does Bidder have a minimum of \$4,000,000 in the aggregate liability insurance coverage? Yes _____ No _____
5. Has Bidder's Contractor's license been revoked at any time in the last five years? Yes _____ No _____
6. Has Bidder been "default terminated" by an owner (i.e. not for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes _____ No _____
7. Has Bidder had, within the last four years prior to the date of bid opening, any outstanding convictions or enforcement agency findings for failure to pay prevailing wages in the State of California? Yes _____ No _____
8. Has Bidder been determined to have violated any environmental or safety laws giving rise to civil or criminal penalties in excess of \$50,000 for each violation during the last four years while performing contracting duties of the type specified for the contract within the State of California? Or has bidder had more than four civil penalties of \$50,000 or less during the last four years while performing contracting duties of the type specified for the contract within the State of California? Yes _____ No _____
9. Has Bidder been convicted of violating a state or federal law respecting the employment of undocumented aliens within the preceding five years from the date of bid opening? Yes _____ No _____

**Bidder will be immediately disqualified if any answer to questions 1, 2, 3, or 4 is No.
Bidder will be immediately disqualified if any answer to questions 5, 6, 7, 8 or 9 is Yes.**

PART B
BIDDER'S SAFETY, PREVAILING WAGE, LICENSES, DISPUTES, BONDS AND INSURANCE

SAFETY

The following statements as to safety experience of Bidder are submitted with Bid, as part thereof, and Bidder guarantees the truthfulness and accuracy of the information.

1. Has Cal/OSHA, Federal OSHA, the EPA or any Air Quality Management District cited Bidder in the past five years? Yes _____ No _____ If yes, attach description of each citation.

2. How often does Bidder require documented safety meetings be held for:

• Field Supervisor	Weekly _____	Biweekly _____	Monthly _____	Less than monthly _____
• Employees	Weekly _____	Bi-weekly _____	Monthly _____	Less than monthly _____
• New Hires	Weekly _____	Bi-weekly _____	Monthly _____	Less than monthly _____
• Subcontractors	Weekly _____	Bi-weekly _____	Monthly _____	Less than monthly _____

3. How often does Bidder conduct documented safety inspections? Quarterly _____, Semi-annually _____, Annually _____, Other _____

4. Does Bidder have home office safety representatives who visit/audit the job site? Quarterly _____, Semi-annually _____, Annually _____, Other _____

5. What is Bidder's Interstate Experience Modification Rate? _____. (A rating in excess of 1 may constitute grounds for disqualification as non-responsible.)

6. List Bidder's Interstate Experience Modification Rate for the three calendar years listed below.
 - 2013: _____
 - 2014: _____
 - 2015: _____

7. Use Bidder's last year's Cal/OSHA log to fill in the following:
 - Number of lost workday cases _____
 - Number of medical treatment cases _____
 - Number of fatalities _____
 - Employee hours worked last year _____

8. State the name of Bidder's safety engineer/manager or Site Safety Officer and attach a resume or outline of this individual's safety and health qualifications and experience. _____

PREVAILING WAGE PROVISIONS

Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.

Yes _____ No _____

Description: _____

Contractor's Name: _____

Project No 2017-22

LICENSE PROVISIONS

Has Bidder changed names or license numbers in the past seven years? If so, please state reason for change.

Yes _____ No _____ Reason: _____

DISPUTES

Has Bidder had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past seven years? If yes, attach description of each such instance including details of total claim amount, settlement amount, and owner's name and phone number.

Yes _____ No _____

BONDS

Demonstrate Ability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of **B+, Class 7** or better or that is otherwise acceptable to the City, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements set forth in Documents 00610 (Construction Performance Bond) and 00620 (Construction Labor and Material Payment Bond). Such performance and payment bonds shall be in the minimum penal sums provided therein. Bidder shall include authorization that gives the City the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.

Bonding Capacity - Provide documentation from Bidder's surety identifying the following:

Name of bonding company/surety: _____

Name of Surety Agent: _____

Surety Agent address: _____

Surety Agent phone number: _____

Is surety a California-admitted surety? Yes _____ No _____

Is surety listed in the current edition of the California Department of the Treasury's Listing of approved sureties? Yes _____ No _____

List surety's A.M. Best Rating: _____

What is Bidder's total bonding capacity? _____

What percentage rate does Bidder pay for bonds? _____

Surety Letter Attached YES _____ NO _____

Contractor's Name: _____

Project No 2017-22

INSURANCE

Demonstrate Ability to Provide Required Insurance. Bidder shall provide a letter from an insurance underwriter(s), having a financial rating from A. M. Best Company of **A, Class 7** or better or that is otherwise acceptable to the City, confirming that the insurer will provide Bidder the required coverages and amounts specified in Document 00700 (General Conditions).

In order to register to undertake work for the City of Cupertino, Bidder must provide the following:

- 1) Fill out this registration form completely.
- 2) Provide certificates of insurance complying with Document 00700 (General Conditions).

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

Coverage Amount: Per Occurrence: \$ _____ A.M. Best Rating: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Coverage Amount: Per Occurrence: _____ Per Aggregate: _____

Excess Liability: If Contractor has this Coverage

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Coverage Amount: Per Occurrence: _____ Per Aggregate: _____

Contractor's Name: _____

Project No 2017-22

Automotive Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Coverage Amount Per Occurrence: _____

If Bidder has had the general liability carrier identified in this Document (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the past 5 years

Agency Name: _____

Contact Name: _____

Phone Number: _____

Carrier: _____ A.M. Best Rating _____

Carrier: _____ A.M. Best Rating _____

Carrier: _____ A.M. Best Rating _____

Has Bidder ever had insurance terminated by a carrier? Yes _____ No _____

If yes, explain on separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

**PART C
DETAILED BIDDER EXPERIENCE**

The nature of this Project requires prior similar experience by the firm and the Key Personnel assigned. Bidder must have completed within the last five years at least three contracts that include at least one public project with a value of at least \$ 60,000 each.

Similar projects would each include several of the following elements:

- Tenant improvement
- Selective demolition
- Acoustical ceiling, carpet tile and base, patch and paint
- Associated electrical and mechanical modifications

Summarize similar project experience below and provide the detailed project information requested:

Project No. 1, of similar nature and complexity, at or above \$60,000 in construction cost.

Project name	Construction Cost (\$)	Year completed

Location: _____

Owner name and phone no: _____

Engineer of Record name and phone no: _____

Owner's Const. Mgr. or Project Mgr. (name and phone number): _____

Work Performed Similar to Project: _____

Project No. 2, of similar nature and complexity, at or above \$60,000 in construction cost.

Project name	Construction Cost (\$)	Year completed

Location: _____

Owner name and phone no: _____

Engineer of Record name and phone no: _____

Owner's Const. Mgr. or Project Mgr. (name and phone number): _____

Work Performed Similar to Project: _____

Project No. 3, of similar nature and complexity, at or above \$60,000 in construction cost.

Project name	Construction Cost (\$)	Year completed

Location: _____

Owner name and phone no: _____

Engineer of Record name and phone no: _____

Owner's Const. Mgr. or Project Mgr. (name and phone number): _____

Work Performed Similar to Project: _____

BIDDER'S PROPOSED KEY PERSONNEL

Bidder shall provide a resume, and specific information, as listed below, for each named Key Personnel of Bidder.

Project Manager: _____

Years of Employment with Bidder's Firm: _____

Years of experience _____

Education – degrees obtained, schools and years _____

Professional registration _____

Two client reference names and phone nos: _____

Project Superintendent: _____

Years of Employment with Bidder's Firm: _____

Years of experience _____

Education – degrees obtained, schools and years _____

Professional registration _____

Two client reference names and phone nos: _____

**PART D
BIDDER REGISTRATION**

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IN THIS DOCUMENT 00450 IS CURRENT AND ACCURATE AND AUTHORIZES THE CITY OF CUPERTINO AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

printed name

signature

date

END OF DOCUMENT

This page is intentionally left blank.

DOCUMENT 00482

BIDDER CERTIFICATIONS

**CITY OF CUPERTINO
CITY HALL I.T. TENANT IMPROVEMENT PROJECT**

The undersigned Bidder certifies to the City of Cupertino as set forth in sections 1 through 7 below.

1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Bidder, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Bidder, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Bidder and any sub bidders under the Bidder shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Bidder's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Bidder, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Bidder and Subcontractors are eligible to bid and work on public works projects.

5. CERTIFICATE OF NON-DISCRIMINATION

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

6. CERTIFICATION REGARDING PREVIOUS DISQUALIFICATIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the City will be relying on this certification if it awards the Contract to the undersigned.

BIDDER:

(Name of Bidder)

Date: _____, 2016

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00510

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR:

**CITY HALL I.T. TENANT IMPROVEMENT PROJECT
PROJECT NO. 2017-22**

The Contract Sum of your contract is _____ Dollars (\$_____).

1. Three copies of each of the proposed Contract Documents (except Specifications and Drawings) accompany this Notice of Award.
2. You must comply with the following conditions precedent by 5:00 p.m. of the 10th Calendar Day following the date of this Notice of Award, that is, by _____, _____ .
 - a. Deliver to City three fully executed counterparts of Document 00520 (Contract). Each of the Contract Documents must bear your signature on the cover page.
 - b. Deliver to City three original Document 00610 (Construction Performance Bond), executed by you and your surety.
 - c. Deliver to City three original Document 00620 (Construction Labor and Material Payment Bond), executed by you and your surety.
 - d. Deliver to City three original set of the insurance certificates from Document 00530 (Insurance Forms) with endorsements required under Document 00700 (General Conditions).
 - e. Deliver to City three original copies of Document 00630 (Guaranty), each executed by you.
3. Failure to comply with these conditions within the time specified will entitle City to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 21 Days after you comply with the conditions in paragraph 2 of this Document 00510, City will return to you one fully signed counterpart of Document 00520 (Contract) with the Contract Documents.
5. Upon commencement of the Work, you and each of your Subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.

THE CITY OF CUPERTINO, a Municipal Corporation of the State
of California ("City")

BY: _____

ITS: _____

AWARDED _____

END OF DOCUMENT

DOCUMENT 00520

CONTRACT

THIS CONTRACT, dated this ____ day of _____, 20 ____, by and between _____
 [Name of Contractor] whose place of business is located at _____, _____ [Address of Contractor] (“Contractor”), and the CITY OF CUPERTINO, a Municipal Corporation of the State of California (“City”) acting under and by virtue of the authority vested in the City by the laws of the State of California.

WHEREAS, City, on the ____ day of _____, 20__ awarded to Contractor the following Project:

**PROJECT NUMBER 2017-22
 CITY HALL I.T. TENANT IMPROVEMENT PROJECT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City agree as follows:

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Agency and Notices to City

- 2.1 City has designated Alex Acenas, to act as City’s Authorized Representative(s), who will represent City in performing City’s duties and responsibilities and exercising City’s rights and authorities in Contract Documents. City may change the individual(s) acting as City’s Authorized Representative(s), or delegate one or more specific functions to one or more specific City’s Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each City’s Representative is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.
- 2.2 City has designated Bartos Architecture as the Consultant. City may change the identity of the Consultant at any time with notice and without liability to Contractor.
- 2.3 City has designated Gilbane Building Co. to act as Construction Manager. City may change the identity of the Construction Manager at any time with notice and without liability to Contractor.
- 2.4 All notices or demands to City under the Contract Documents shall be to City’s Authorized Representative at: 10300 Torre Avenue, Cupertino, California 95014 or to such other person(s) and address(es) as City shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

- 3.1 Contract Time.

The Contract Time will commence to run on the date indicated in the Notice to Proceed. City may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

Contractor shall achieve **Final Completion** of the entire Work and be ready for Final Payment in accordance with Section 00700 (General Conditions) by March 3, 2017.

3.2 Liquidated Damages.

City and Contractor recognize that time is of the essence of this Contract and that City will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Document 00700 (General Conditions), Contractor and City agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of a delay in completion of all or any part of the Work. Accordingly, City and Contractor agree that as liquidated damages for delay Contractor shall pay City:

- 3.2.1 **\$2,000** for each Calendar Day that expires after the time specified herein for Contractor to achieve **Final Completion** of the entire Work as specified above.
- 3.2.2 **\$3,000** for each occurrence of a violation of Document 00800, Section 1.7 **WORK DAYS AND HOURS**.
- 3.2.3 Three Months Salary for each Key Personnel named in Contractor's SOQ pursuant to Article 2.G of Document 00450 (Statement of Qualifications for Construction Work) who leaves the Project and/or Contractor replaces at any point before Final Completion, for any reason whatsoever, that Contractor can demonstrate to City's satisfaction is beyond Contractor's control.

Liquidated damages shall apply cumulatively and, except as provided below, shall be presumed to be the damages suffered by City resulting from delay in completion of the Work.

Contractor should be aware that California Department of Fish and Game, and other State and Federal agencies, may also levy fines and penalties for the harming, harassing or killing of protected wildlife and endangered species. Contractor hereby agrees to become familiar with and adhere to wildlife and endangered species protection requirements.

- 3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by City as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from City (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

- 4.1 City shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto: See Exhibit "A" attached

Article 5. Contractor's Representations

In order to induce City to enter into this Contract, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00320 (Geotechnical Data, Hazardous Materials Surveys and Existing Conditions), or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Contractor has duly authorized the execution, delivery and performance of this Contract, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, contract, order or decree binding on Contractor.
- 5.8 Contractor has listed Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.* in document 00340 (Subcontractors List)

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

- Document 00400 Bid Form
- Document 00430 Subcontractors List
- Document 00450 Statement of Qualifications
- Document 00481 Non-Collusion Affidavit
- Document 00482 Bidder Certifications
- Document 00510 Notice of Award
- Document 00520 Contract
- Document 00530 Insurance Forms
- Document 00550 Notice to Proceed
- Document 00610 Construction Performance Bond
- Document 00620 Construction Labor and Material Payment Bond
- Document 00630 Guaranty
- Document 00650 Agreement and Release of Any and All Claims
- Document 00660 Substitution Request Form
- Document 00680 Escrow Agreement for Security Deposit in Lieu of Retention
- Document 00700 General Conditions
- Document 00800 Special Conditions
- Document 00820 Special Environmental Conditions
- Document 00821 Insurance
- Document 00822 Apprenticeship Program
- Technical Specification/Special Provisions
- Addenda(s)
- Drawings/Plans

- 6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6. Document 00320 (Geotechnical Data, Hazardous Material Surveys and Existing Conditions), and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

Article 7. Miscellaneous

- 7.1 Terms used in this Contract are defined in Document 00700 (General Conditions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Contract for or on behalf of City or acting as an employee, agent, or representative of City, liable on this Contract or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body 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 City tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at City's office, or may be obtained of the State of California web site <http://www.dir.ca.gov/DLSR/PWD/Northern.html> and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Contract or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Contract and the Contract Documents may be deemed valid and binding contracts, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Contract and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Document 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Contract in quadruplicate the day and year first above written.

CITY HALL I.T. TENANT IMPROVEMENT PROJECT

CITY:
CITY OF CUPERTINO, a Municipal Corporation of the State of California

CONTRACTOR:
[Contractor's name]

Attest:

By: _____
[Signature]

City Clerk: Grace Schmidt

[Please print name here]

Approved as to form by City Attorney:

Title: _____
[If Corporation: Chairman , President, or Vice President]

City Attorney: Randolph Stevenson Hom

By: _____
[Signature]

I hereby certify, under penalty of perjury, that David Brandt, City Manager of the City of Cupertino was duly authorized to execute this document on behalf of the City of Cupertino.

[Please print name here]

Title: _____
[If Corporation: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer]

Dated: _____

State Contractor's License No. Classification

David Brandt, City Manager of the City of Cupertino, a Municipal Corporation of the State of California

Expiration Date

Designated Representative:

Taxpayer ID No. _____

Name: Timm Borden

Name: _____

Title: Director of Public Works

Title: _____

Address: 10300 Torre Ave., Cupertino, CA 95014

Address: _____

Phone: 408-777-3354

Phone: _____

Facsimile: 408-777-3333

Facsimile: _____

AMOUNT: \$
ACCOUNT NUMBER: 100-83-807-900-990-CIV 005-03-01
FILE NO.: 2017-22

NOTARY ACKNOWLEDGEMENT IS REQUIRED. IF A CORPORATION, CORPORATE SEAL AND CORPORATE NOTARY ACKNOWLEDGEMENT AND FEDERAL TAX ID ARE REQUIRED. IF NOT A CORPORATION SOCIAL SECURITY NO. IS REQUIRED

END OF DOCUMENT

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DOCUMENT 00530

INSURANCE FORMS

INSURANCE FORMS INSTRUCTIONS

FOR ITEMS 3, 4 AND 5, THE FORMS PROVIDED BY THE CITY OF CUPERTINO MUST BE USED. FORMS OTHER THAN THESE WILL NOT BE ACCEPTED.

ALL DOCUMENTS MUST BE ORIGINALS - SUBMIT IN TRIPLICATE

1. Insurance Agreement - **Must** be signed by Contractor.
2. Certificate of Insurance to the City of Cupertino - **must** be completed by the insurance agent **or must** provide a certificate on the company's form. They **must** contain the same information.
3. Endorsement of Additional Insured and Primary Insurance and Notice of Cancellation - **must** be signed by the insurance agent for general liability and automobile liability only.
4. Comprehensive general liability/commercial general liability endorsement of aggregate limits of insurance per project - **must** be signed by the insurance agent for general liability only.
5. Waiver of subrogation endorsement worker's compensation insurance - **must** be signed by the insurance agent for worker's compensation only.



INSURANCE AGREEMENT

- A. Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.
- B. Contractor and all subcontractors will carry worker's compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the City, the City's officers, agents and employees and shall issue an endorsement to the policy evidencing same.
- C. Contractor shall carry at all times, on all operations hereunder, commercial general liability insurance, automobile liability insurance and builder's all risk insurance. All insurance coverage shall be in amounts required by the City and shall be evidenced by the issuance of a certificate in a form prescribed by the City and shall be underwritten by insurance companies satisfactory to the City for all operations, sub-contract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. Said insurance coverage obtained by the Contractor, excepting worker's compensation coverage, shall name the City, its engineer, and each of its directors, officers, agents and employees, as determined by the City, as additional insureds on said policies. Insurers must be licensed to do business in the State of California. The Insurers must also have an "A" policyholder's rating and a financial rating of at least Class VII in accordance with the current Best's Guide Rating or that is otherwise acceptable to the City.
- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled or modified without thirty (30) days written notice to the City. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of the City by Contractor under this Contract and for the duration of the warranty period. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and having a Best's Guide Rating of A, Class VII or better or that is otherwise acceptable to the City.

LIMITS

Worker's Compensation
& Employers' Liability

In accordance with the Worker's Compensation Act of the State of California – Worker's comp "statutory" per CA Law; Employers' Liability \$1,000,000 per occurrence.

General Liability - commercial general liability; including provisions for contractual liability, personal injury, independent contractors and products – completed operations hazard.

Combined single limit of \$2.0 million per occurrence; \$4.0 million in the aggregate

Automobile Liability - comprehensive covering owned, non-owned and hired automobiles.

Combined single limit of \$1.0 million per occurrence.

(Contractor's Name)

By:_____

Dated:_____20__



CERTIFICATE OF INSURANCE TO THE CITY OF CUPERTINO

This certifies to the City of Cupertino that the following described policies have been issued to the insured named below and are in force at this time.

Insured: _____
 Address: _____

Description of operations/locations/products insured (show contract name and/or number, if any):

=====

WORKER'S COMPENSATION	* Statutory Min.		
_____	* Employer's Liability		
(name of insurer)		\$ _____	\$ _____

Insurance Company's State License No. _____

=====

Check Policy Type:	Each Occurrence	\$ _____
COMPREHENSIVE GENERAL LIABILITY		
<input type="checkbox"/> Premises/Operations	General Aggregate (if applicable)	\$ _____
<input type="checkbox"/> Owners & Contractors Protective	Aggregate	\$ _____
<input type="checkbox"/> Contractual for Specific Contract	Personal Injury	\$ _____
<input type="checkbox"/> Products Liability		
<input type="checkbox"/> XCU Hazards		
<input type="checkbox"/> Broad Form P.D.	Fire Damage (any one fire)	\$ _____
<input type="checkbox"/> Severability of Interest Clause		
<input type="checkbox"/> Personal Injury with Employee Exclusion Removed or	Medical Expense (any one person) Self-Insured	\$ _____
COMMERCIAL GENERAL LIABILITY	Retention	\$ _____

 (name of insurer)
 Policy No. _____ Expiration Date _____

AUTOMOTIVE/VEHICLE LIABILITY
Commercial Form
Liability Coverage

BODILY INJURY
Each Person
\$ _____
Each Accident

PROPERTY DAMAGE
Each Accident
\$ _____

(name of insurer)

\$ _____ or
Combined Single Limit \$ _____

Policy No. _____ Expiration Date _____

BUILDER'S RISK "ALL RISK"

This is to certify that the following policy has been issued by the below-stated company in conformance with the requirements of the project documents and is in force at this time.

N/A

(Name of insurer)

Policy No. _____ Expiration Date _____
Limits of Liability: _____ Deductible: _____

(agent's initial) A copy of all Endorsements to the policy(ies) which in any way
limit the above-listed types of coverage are attached to this
Certificate of Insurance.

This Certificate of Insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this Certificate of Insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

IT IS HEREBY CERTIFIED that the above policy(ies) provide liability insurance as required by the Agreement between the City and the insured.

By: _____ Dated: _____ 20__

Attach Certificate of Insurance and Additional Insured Endorsement on company forms.



**ADDITIONAL INSURED ENDORSEMENT
and
ENDORSEMENT OF PRIMARY INSURANCE
and
NOTICE OF POLICY
CANCELLATION ENDORSEMENT**

Project Title and Number: _____

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

The City of Cupertino (“City”) and its directors, officers, engineers, agents and employees, and all public agencies from whom permits will be obtained and their directors, officers, engineers, agents and employees, and the State of California, and its officers, agents and employees, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Contractor at or upon any of the premises of the City in connection with the Contract with the City, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations.

The insurance afforded by this policy is primary insurance, and no additional insurance held or owned by the designated additional insured(s) shall be called upon to cover a loss under said additional policy.

Cancellation Notice. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially altered, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City of Cupertino (“City”). Such notice shall be addressed to the City as indicated below.

POLICY INFORMATION

- 1. Insurance Company: _____
- 2. Insurance Policy Number: _____
- 3. Effective Date of this Endorsement: _____ 20__
- 4. Insured: _____

All notices herein provided to be given by the Insurance Company to the City in connection with this policy and these Endorsements, shall be mailed to or delivered to the City at 10300 Torre Avenue; Cupertino, California 95014.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____

(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency: _____ Title: _____

Address: _____ Telephone: _____

_____ Facsimile: _____



**COMPREHENSIVE GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY
ENDORSEMENT OF AGGREGATE LIMITS OF
INSURANCE PER PROJECT**

Project Title and Number: _____

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is as follows:

This Endorsement modifies the insurance provided under the General Liability Coverage part of the below-referenced policy of insurance.

The general aggregate limit under LIMITS OF INSURANCE applies separately to the project described as _____

POLICY INFORMATION

- 1. Insurance Company: _____
- 2. Insurance Policy Number: _____
- 3. Effective Date of this Endorsement: _____ 20__
- 4. Insured: _____
- 5. Additional Insured: City of Cupertino, its directors, officers, agents and employees.

All notices herein provided to be given by the Insurance Company to the City in connection with this policy and this Endorsement, shall be mailed to or delivered to the City at 10300 Torre Avenue; Cupertino, California 95014.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency: _____
Address: _____

Title: _____
Telephone: _____
Facsimile: _____



WAIVER OF SUBROGATION ENDORSEMENT WORKER'S COMPENSATION INSURANCE

Project Title and Number: _____

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

It is agreed that with respect to such insurance as is afforded by the policy, the Insurance Company waives any right of subrogation against the City of Cupertino, and each of its directors, officers, agents, consultants and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above-referenced Contract.

POLICY INFORMATION

1. Insurance Company: _____
2. Insurance Policy Number: _____
3. Effective Date of this Endorsement: _____ 20__
4. Insured: _____

All notices herein provided to be given by the Insurance Company to the City in connection with this policy and this Endorsement, shall be mailed to or delivered to the City at 10300 Torre Avenue; Cupertino, California 95014.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____
(Original signature required on all Endorsements furnished to the District)

Names of Agent/Agency: _____ Title: _____

Address: _____ Telephone: _____

_____ Facsimile: _____

END OF DOCUMENT

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DOCUMENT 00550

NOTICE TO PROCEED

Dated: _____

To: _____
(Contractor)

Address: _____

CONTRACT FOR:

CITY HALL I.T. TENANT IMPROVEMENT PROJECT

You are notified that the Contract Time under the above Contract will commence to run on _____ 20____. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 3 of Document 00520 (Contract), the date of Final Completion for the entire Work is _____, 20____.

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information, and comply with all requests of the City's safety officer.
2. Submit copies of applicable permits
3. Submit approved fire protection plan, if applicable
4. Attend preconstruction conference. The preconstruction conference may be arranged through [_____].

CITY OF CUPERTINO, a Municipal Corporation of the State of California

By: _____

Its: _____

END OF DOCUMENT

This page is intentionally left blank.

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated _____, is in the penal sum of _____ [which is one hundred percent of the Contract Price], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 12, attached to this page. Any singular reference to _____ ("Contractor"), _____ ("Surety"), the City of Cupertino, a Municipal Corporation of the State of California ("City") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Address

City/State/Zip

Name

Principal Place of Business

City/State/Zip

CONSTRUCTION CONTRACT:

**CITY HALL I.T. TENANT IMPROVEMENT PROJECT
PROJECT NUMBER 2017-22**

at Cupertino, California.

DATED _____, 20__ in the Amount of \$ _____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
 - 3.1 City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 City has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

- 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 days) and at Surety's expense elect to take one of the following actions:
- 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without City's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to City for a contract for performance and completion of the Construction Contract, and, upon determination by City of the lowest responsible bidder, arrange for a contract to be prepared for execution by City and the contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to City the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith its monetary obligation to City under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to City with full explanation of the payment's calculation. If City accepts Surety's tender under this paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If City disputes the amount of Surety's tender under this paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.
5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the Amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
- 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.

8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the courts of the County of Santa Clara, or in a court of competent jurisdiction in the location in which the work is located. Communications from City to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary contracts under paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520 (Contract). Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
 - 12.1 Balance of the Contract Sum: The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
 - 12.2 Construction Contract: The contract between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700 (General Conditions).
 - 12.4 City Default: Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

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DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated _____, is in the penal sum _____ [one hundred percent of the Contract Price], and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 14, attached to this page. Any singular reference to _____ ("Contractor"), _____ ("Surety"), the City of Cupertino, a Municipal Corporation of the State of California ("City") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Address

City/State/Zip

Name

Principal Place of Business

City/State/Zip

CONSTRUCTION CONTRACT:

**CITY HALL I.T. TENANT IMPROVEMENT PROJECT
PROJECT NUMBER 2017-22**

at Cupertino, California.

DATED _____, 20____ in the Amount of \$ _____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to City, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided City has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no City Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for

any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.

4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520 (Contract). Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and City to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

14. Definitions.

- 14.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
- 14.2 Construction Contract: The contract between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 14.3 City Default: Material failure of City, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

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DOCUMENT 00630

GUARANTY

TO THE CITY OF CUPERTINO, a Municipal Corporation of the State of California (“City”), for construction of

**CITY HALL I.T. TENANT IMPROVEMENT PROJECT
PROJECT NUMBER 2017-22
CUPERTINO, CALIFORNIA**

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to City for a period of one year following the date of Final Acceptance, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance.

If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City’s written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 00700 (General Conditions).

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor’s duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Contractor’s Name

Address

City/State/Zip

Date

END OF DOCUMENT

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DOCUMENT 00650

**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS
CITY HALL I.T. TENANT IMPROVEMENT PROJECT
PROJECT NUMBER 2017-22**

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (“Agreement and Release”), made and entered into this [_____] day of [_____] , 20___, by and between the _____ (“City”), and _____ (“Contractor”), whose place of business is at _____.

RECITALS

- A. City and Contractor entered into Contract Number _____ (the “Contract”).
- B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between City and Contractor as follows:

AGREEMENT

- 1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____

- 2. Subject to the provisions of this Agreement and Release, City will forthwith pay to Contractor the sum of \$ _____ Dollars and _____ Cents (\$ _____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with City as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against City arising from the Contract, except for the claims described in paragraph 4 of this Document 00650. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against City, and all if its agents, employees, consultants (including without limitation Consulting Cupertino), inspectors, representatives, assignees and transferees except for the Disputed Claims set forth in paragraph 4 of this Document 00650. Nothing in this Agreement and Release shall limit or modify Contractor’s continuing obligations described in paragraph 6 of this Document 00650.

4. The following claims are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

[Insert information, including attachment if necessary]

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Document 00650, Contractor hereby releases and forever discharges City, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless the City of Cupertino, Santa Clara County, its Architect, any of their Representatives, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor’s suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Document 00650.
8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:
- A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.**
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of City shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

THE CITY OF CUPERTINO,
a Municipal Corporation of the State of California

By: _____

Its: _____

ATTEST:

City Clerk

[CONTRACTOR]

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

REVIEWED AS TO FORM:

City Attorney

_____, 20 _____

END OF DOCUMENT

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DOCUMENT 00660

SUBSTITUTION REQUEST FORM

To: The City of Cupertino,
A Municipal Corporation of the State of California ("City")

Project: **CITY HALL I.T. TENANT IMPROVEMENT PROJECT**

Contractor: _____

Subcontractor/Supplier: _____

Drawing Sheet Reference/Detail No: _____

The undersigned Bidder submits for consideration the following equipment instead of the specified item for the above project:

<u>Section</u>	<u>Paragraph</u>	<u>Specified Item</u>
_____	_____	_____
_____	_____	_____

Proposed Substitution: _____

The undersigned encloses the information required herein. If this Document 00660 is being submitted by a Bidder wishing to use "or equal" item(s) as provided in Document 00200 (Instructions to Bidders), the undersigned Bidder must also enclose the technical information (other than cost) otherwise required for a post-Award of Contract Request for Substitution ("RFS") under Section 00700 (General Conditions). However, If this Document 00660 is being submitted under provisions of Contract Documents after Award of Contract, the undersigned Contractor must include all information required under Section 00700 (General Conditions).

The undersigned has (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Drawings and Specifications that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

A. Does the substitution affect dimensions shown on Drawings?

B. Are the manufacturer's guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.

C. What effect does the substitution have on other contractors, trades, or suppliers?

D. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

E. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item.

Submitted by:

Bidder/Contractor
[note applicable]

For Use by City:

____ Accepted _____ Accepted as Noted

Signature

____ Not Accepted _____ Received Too Late

Name

By: _____
City's Representative

Date: _____

Address

Remarks: _____

City/State/Zip

Telephone: _____

Date: _____

END OF DOCUMENT

DOCUMENT 00680

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
P.C.C. §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ____ day of _____, 20__, by and between the CITY OF CUPERTINO, a Municipal Corporation of the State of California (hereinafter "City"), whose address is 10300 Torre Avenue, Cupertino, California 95014; _____ ("Contractor"), whose place of business is located at _____; and [City, as escrow agent ...OR... [____], a state or federally chartered bank in the State of California, whose place of business is located at _____] ("Escrow Agent").

For the consideration hereinafter set forth, City, Contractor and Escrow Agent agree as follows: its

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to **Project Number 2017-22** entered into between City and Contractor for **CITY HALL I.T. TENANT IMPROVEMENT PROJECT** in the amount of _____ dated _____ (the "Contract"). Alternatively, on written request of Contractor, City shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify City within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between City and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. City shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 00680.
3. When City makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when City pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of City. Such expenses and payment terms shall be determined by City, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to Escrow Agent that City consents to withdrawal of amount sought to be withdrawn by Contractor.
7. City shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by City.
8. Upon receipt of written notification from City certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from City and Contractor pursuant to paragraphs 5 through 8, inclusive, of this Document 00680 and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective are as follows:

On behalf of City:

Title

Name

Signature

Address

City/State/Zip

On behalf of Contractor:

Title

Name

Signature

Address

City/State/Zip

On behalf of Escrow Agent:

Title

Name

Signature

Address

City/State/Zip

At the time the Escrow Account is opened, City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00680.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

City

Title

Name

Signature

Escrow Agent

Title

Name

Signature

REVIEWED AS TO FORM:

City Attorney

Date

Contractor

Title

Name

Signature

END OF DOCUMENT

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DOCUMENT 00700
GENERAL CONDITIONS
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ABBREVIATIONS AND DEFINITIONS

Whenever in these Specifications and other Contract Documents the following abbreviations and terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

ABBREVIATIONS--General

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AAN	American Association of Nurserymen
AAP	Affirmative Action Program
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ACS	Acoustical Society of America
AFPA	American Forest and Paper Assoc.
AGA	American Gas Association
AHA	American Hardboard Association
AI	Asphalt Institute
AIA	American Institute of Architects
A.I.A.	American Insurance Association
AIHA	American Industrial Hygiene Association
AISI	American Iron and Steel Institute
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standards Committee
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
APA	American Plywood Association
APHA	American Public Health Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ARMA	Asphalt Roofing Manufactures Association
ASC	Adhesive and Sealant Council
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASTM	American Society of Testing and Materials
AWG	American Wire Gage
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BAAQMD	Bay Area Air Quality Management District
BHMA	Builders' Hardware Manufacturers Association
CAEPA	California Environmental Protection Agency
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	State of California, Department of Transportation
CBC	California Building Code
CCC	Carpet Cushion Council
CCD	Construction Change Directive
CCR	California Code of Regulations
CE	Corps of Engineers

CEC	California Electric Code
CFR	Code of Federal Regulations
CIH	Certified Industrial Hygienist
CISPI	Cast Iron Soil Pipe Institute
CLMFI	Chain Link Fence Manufacturers Institute
CO	Change Order
CPM	Critical Path Method
CPSC	Consumer Product Safety Commission
CPUC	California Public Utilities Commission
CRI	Carpet and Rug Institute
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
CTI	Ceramic Tile Institute
DHI	Door and Hardware Institute
DHS	California Department of Health Services
DIPRA	Ductile Iron Pipe Research Assoc.
DLPS	Decorative Laminate Products Assoc.
DOC	Department of Commerce
DOT	Department of Transportation
DSA	Division of State Architect (formerly known as the Office of the State Architect)
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
FS	Federal Specifications
GA	Gypsum Assoc.
HMA	Hardwood Manufacturers Assoc.
HSC	California Health and Safety Code
I.D.	Identification
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IESNA	Illuminating Engineering Society of North America
IILP	International Institute for Lath & Plaster
JATC	Joint Apprenticeship Training Committee
JV	Joint Venture
LBE	Local Business Enterprise
M.I.	Middle Initial
M/WBE	Minority and/or Woman-Owned Business Enterprise
MBE	Minority Business Enterprise
MBMA	Metal Building Manufacturer's Assoc.
MCAA	Mechanical Contractors Assoc. of America
MFMA	Maple Flooring Manufacturers Assoc.
MIA	Masonry Institute of America
ML/SFA	Metal Lath/Steel Framing Assoc.
MSDS	Material Safety Data Sheet
NAAMM	National Assoc. of Architectural
NBHA	National Builders Hardware Assoc.
NBS	National Bureau of Standards
NEC	National Electric Code
NEII	National Elevator Industry, Inc.
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Assoc.
N.F.P.A.	National Forest Products Association
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Science and Technology (formerly the National Bureau of Standards)
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Assoc.
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
OSHPD	Office of Statewide Health Planning and Department

PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PG&E	Pacific Gas and Electric Company
PM	Preventive Maintenance
PR	Proposal Request
PS	Product Standard, U. S. Department of Commerce
RFCI	Resilient Floor Covering Institute
RFI	Request for Information
RFIR	Request for Information Reply
RFP	Request for Proposals
RFS	Request for Substitution
RIS	Redwood Inspection Service
RMA	Rubber Manufacturers Assoc.
RWQCB	California Regional Water Quality Control Council
SAE	Society of Automotive Engineers
S.D.I.	Steel Door Institute
SFM	State of California, Office of State Fire Marshal
SJI	Steel Joint Institute
SMACNA	Sheet Metal & Air Conditioning
SSPC	Steel Structures Painting Council
SWI	Steel Window Institute
SWRCB	California State Water Resources Control Council
TCA	Tile Council of America
TIE	Time Impact Evaluation
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters Laboratories
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USA	Underground Service Alert
USC	United States Code
USDA	U.S. Department of Agriculture
USPS	U.S. Postal Service
USEPA	United States Environmental Protection Agency
WA	Wallcovering Assoc.
WCLB	West Coast Lumber Inspection Bureau
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WLPDIA	West Coast Lumber Inspection Bureau
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

ABBREVIATIONS—in Specifications

AWG	American Wire Gauge
Accord	Accordance
Co.	Company
Corp.	Corporation
cm.	centimeter (centimeters)
cu.	Cubic
Div.	Division
dia.	Diameter
EA	each
ft.	foot (feet)
g./gr.	gram (grams)
gal.	gallon (gallons)
gpd	gallons per day
gpm	gallons per minute
hr.	hour

kg.	kilogram (kilograms)
in.	inch (inches)
Inc.	Incorporated
km.	kilometer (kilometers)
Kw	Kilowatt
LS	lump sum
l.	liter (liters)
lbs.	pounds
M/m	meter (meters)
Mfg.	manufacturing
Mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
m ²	square meter
m ³	cubic meter
No.	number
o.c.	on centers
O.D.	outside diameter
Psi	pounds per square inch
Psf	pounds per square foot
sq.	square
T & G	tongue and groove
tonne	metric ton (1000 kg.)
U.S.	United States
yd.	yard (yards)

SYMBOLS in Specifications

[for consideration]

:	“shall be” or “shall” - where used within sentences or paragraphs
#1	Number
1#	Pound
&	And
%	Percent
C	Centigrade
F	Fahrenheit
°	Degree
/	per, except where used to combine words; example: power/fuel, and in that case it means and
“	inch (inches)
‘	foot (feet)
@	At

SYMBOLS in Drawings

As indicated therein.

DEFINITIONS

Acceptance: The formal written acceptance by City of a contract which has been completed in all respects in accordance with the Drawings and Specifications and any modifications thereof previously approved.

Addendum or Letter of Clarification: A change in the Specifications or Drawings issued prior to the opening of Bids.

Agency: City.

Alternate: Work added to or deducted from the Base Bid, if accepted by City.

Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.

Approved, Directed, Ordered, or Required: Whenever these words or their derivatives are used, it is the intent, unless otherwise clearly stated, that approval or direction by City is indicated.

Approved Equal: Approved in writing by City as being of equivalent quality, utility and appearance.

Asbestos: Any material that contains more than one percent asbestosis and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.

Attorney or Attorney General: The attorney selected by City.

Bid: The offer or proposal of the Bidder submitted on the proscribed forms setting forth the prices for the Work to be performed.

Bidder: Any individual, firm, partnership, corporation or combination thereof, submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

Bidding Documents: All documents comprising the Project Manual (including all documents and specification sections listed on Document 00010 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.

Board or Council: City's governing body, its City Council.

Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by City. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.

- a. New Year's Day, January 1;
- b. Martin Luther King Jr.'s Birthday, third Monday in January;
- c. Lincoln's Birthday, February 12;
- d. Presidents' Day, third Monday in February;
- e. Memorial Day, last Monday in May;
- f. Independence Day, July 4;
- g. Labor Day, first Monday in September;
- h. Veterans' Day, November 11;
- i. Thanksgiving Day, as designated by the President;
- j. The Day following Thanksgiving Day;
- k. Christmas Day, December 25; and
- l. Each day appointed by the Governor of California and formally recognized by the Santa Clara County Board of Supervisors as a day of mourning, thanksgiving, or special observance.

By City: Work that will be performed by City or its agents at the City's expense.

By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by City, other contractors, or other means.

Calendar Day: Any Day of the year, without exception.

Change Order: A written instrument prepared by City and signed by City and Contractor, stating their agreement upon all of the following:

- a. a change in the Work;
- b. the amount of the adjustment in the Contract Sum, if any; and
- c. the amount of the adjustment in the Contract Time, if any.

Certified Hazardous Materials Testing Laboratory: A laboratory certified by the California Department of Health Services to perform specific chemical and physical analysis for hazardous materials.

Certified Industrial Hygienist: A professional who is certified by the American Council of Industrial Hygienists as trained to evaluate safety and health hazards and determine safety measures necessary for personnel working under hazardous conditions.

Chief Engineer: The Program Manager selected by City.

City: City of Cupertino, , a Municipal Corporation of the State of California.

City-Furnished, Contractor-Installed: Items furnished by City at its cost for installation by Contractor at its cost under Contract Documents.

City's Representative(s): See Document 00520 (Contract).

Claim: As defined in Section 9 of this Document 00700.

Code: Codes of the State of California, including but not limited to, Government Code, Labor Code, etc.

Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.

Contract: (Document 00520): Contract is the basic agreement document that binds the parties to construction Work. Contract defines relationships and obligations between City and Contractor and by reference incorporates Standard Provisions, Special Provisions, Drawings and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.

Construction Change Directive (CCD): A letter, signed by the City's Director of Public Works, or his designated representative, directing the Contractor to proceed with additive or deductive changes to the contract when that Work or its value is contested by the Contractor. The Work, as directed by a Construction Change Directive, will be completed under the terms of Force Account as explained in Document 00700, General Conditions.

Construction Equipment: Equipment used for the performance of Work but not incorporated into the project.

Construction Manager: See Document 00520 (Contract) (if this term is used).

Consulting Engineer: See Document 00520 (Contract) (if this term is used).

Contract or Contract Documents: The written agreement between Contractor and City consisting of the Contract Documents as defined in the Document 00520 (Contract).

Contract Modification: Either:

- a. a written amendment to Contract signed by Contractor and City; or
- b. a Change Order.

Contract Prices: The prices for the Work set forth in the Contract. Contract Price (or Contract Sum) shall mean the aggregate price for all Work set forth in the Contract.

Contract Sum: The sum stated in the Contract and, including authorized adjustments, the total amount payable by City to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.

Contract Time: The number of days for Substantial Completion and/or Final Completion the Work including any milestones specifically identified in the Contract.

Contractor: The entity or person entering a contract with City.

Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.

Controlling Item of Work: Any feature or combination of features of the Work, which if delayed, will delay the time of completion of a contract. Also known as critical work or critical path work.

County: The County of Santa Clara, State of California.

Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.

Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by City). City is the judge of whether Work is defective.

Department: City.

Director or Director of the Department of Transportation: City's City Public Works Director.

District: City.

Division: City.

Drawings: The official drawings, Working drawings, detail drawings, and supplemental drawings, or reproductions thereof, which show the location, character, dimensions, and details of the Work to be done, and which are to be considered as part of the Contract.

Engineer or Engineer of the Department of Transportation: City of Cupertino and any designated person or entity by City

Equal: Equal in opinion of City. Burden of proof of equality is responsibility of Contractor.

Equipment: Equipment incorporated or to be incorporated into the project.

Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

Field Authorization (FA): An authorization issued by City to Contractor to allow additive or deductive work to proceed when Change Order process time may delay the Work.

Final Acceptance: City's acceptance of the Work as satisfactorily completed in accordance with Contract Documents.

Final Completion: Shall be achieved when the entire work is complete, except for minor punch list items, as determined by City.

Fixed Costs: Any necessary labor, material, and equipment costs directly expended on the item or items under consideration which remain constant regardless of the quantity of Work done.

Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

Furnish: Supply only, do not install.

Hazardous Material: (A) Any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to any federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability (including, but not limited to response, removal, and remediation costs) or standards of conduct or performance concerning any hazardous, toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or as otherwise dangerous waste, substance or material; (B) any substance, product, waste, or other material of any nature whatsoever whose presence in and of itself may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of a state or federal court; (C) any substance without limitation, which contains petroleum or crude oil, including but not limited to, petroleum and petroleum products.

Hazardous Waste: Any substance or material, as defined in the California Hazardous Waste Control Act, Health and Safety Code Section 25, or the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.

Indicated: Shown or noted on the Drawings.

Install: Install or apply only, do not furnish.

Laboratory: The independent testing organization or organizations selected by City.

Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Provisions.

Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions

Liquidated Damages: The amount stated in Document 00520 (Contract), to be paid to City or to be deducted from any payments due or to become due Contractor as provided in the Contract Documents.

Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

Modification: Same as Contract Modification.

Not in Contract: Work that is outside the scope of Work to be performed by Contractor under Contract Documents – shown as NIC.

Notice of Completion: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.

Off Site: Outside geographical location of the Project.

Northern Region: City.

Office of Materials and Foundations: Laboratory.

Office of Structure Design: When specifications require working drawings to be submitted to the Office of Structure Design, the drawings shall be submitted to the Resident Engineer.

Owner: City.

Partial Utilization: Use by City of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

PCBs: Polychlorinated biphenyls.

Personnel Protection: Equipment and procedures which minimize human exposure to regulated materials, hazardous materials, hazardous wastes, or unsafe situations.

Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00520 (Contract).

Plans, Construction Plans: The Drawings.

Product Data: That information (including brochures, catalogue cuts, MSDS, etc.) supplied by the vendor describing the technical and commercial characteristics of the supplier equipment or materials, and accompanying commercial terms such as warranties, instructions and manuals.

Progress Report: A periodic report submitted by Contractor to City with progress payment invoices accompanying actual work accomplished to the Progress Schedule. See Document 00700 (General Conditions).

Project: The erection, construction, alteration, repair, or improvement to be accomplished under the Contract and performing the Work.

Project Float: Neither City nor Contractor owns float. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date.

- A. For example, in the event of unexcused delay by Party A and Party B, and if Party A uses some, but not all of the float and Party B later uses remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion date.
- B. Under this scenario, Party A would not be responsible for the time since it did not consume all of the float and additional float remained; therefore, the Substantial Completion Date was unaffected.

Project Manual: Project Manual consists of Bidding Requirements, Contract, Bonds, Certificates, Standard Provisions and Special Provisions, and Specifications.

Project Record Documents: All Project deliverables required under Section 00700, including without limitation, as-built drawings, operations and maintenance manuals Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.

Provide: Furnish and install.

Reasonable Accuracy: Within the tolerances as shown on the Drawings or indicated in the Specifications.

Regulated Material: Any substance or combination of substances for which federal, state, or local regulations require special management, storage, disposal or handling practices. This shall include, but not be limited to, materials defined as: Hazardous Materials and Waste; Designated Wastes (CCR, Title 23, Section 23-2522); and Special Waste (CCR, Title 22, Section 22-66195).

Request for Information (“RFI”): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for City to submit Contract Document clarifications or supplements to Contractor.

Request for Proposals (“RFP”): A document issued by City to Contractor whereby City may initiate changes in the Work or Contract Time as provided in Contract Documents.

Request for Substitution (“RFS”): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.

RFI-Reply: A document consisting of supplementary details, instructions, or information issued by City that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by City. RFI-Replies will be issued through the RFI administrative system.

Remediation: Restoration of the contaminated soil, groundwater, or other materials to its pre-contaminated level or to a level acceptable to City and local, state and federal agencies.

Resident Engineer: Authorized representative for the City. Also identified as Engineer.

Responsible Bidder: A bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Work.

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.

Section: A numbered portion of a title section of the Specifications.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

Shown: As indicated on Drawings.

Site: The particular geographical location of Work performed pursuant to Contract Documents.

Specifications: The directions, provisions and requirements contained in the Contract Documents, including but not limited to, the State Specifications, Special Provisions, and Technical Provisions.

Standard Plans: The Standard Plans, Metric, of the State of California Department of Transportation, July 2004.

State: City.

State Furnished Materials: Materials furnished by City.

State of California: City except where in the context of the Contract Documents it is clear the reference is to the State of California.

State Specifications (or Standard Specifications): See Section 1.05 in this Document 00700.

Special Conditions or Special Provisions: Document 00800 (Supplemental General Conditions) and Document 00805 (Supplemental Conditions – Hazardous Materials) (if included).

Standard Provisions: Document 00700 (General Conditions)

Subcontractor: An entity or person contracting with Contractor or another subcontractor to perform any portion of Work.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of City as evidenced by a Certificate of Substantial Completion and can be utilized for the purpose for which it is intended.

Supplemental Instruction: A written directive from City to Contractor ordering alterations or modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.

Supplier/Vendor: A person or entity that has a direct contract with the Contractor or a Subcontractor to provide, fabricate, deliver or install materials, products or assemblies.

Technical Provisions: Provisions and or clauses specific to the Work of the Project, generally found in Sections 10 thru 95 of the State Specifications.

Testing and Special Inspection Agency: An independent entity engaged by City to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

Ton: 2,000 pounds avoirdupois.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00520 (Contract).

Work: The entire completed construction of the Work or of the various separately identifiable parts thereof required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing administrative services, labor and professional services, furnishing and incorporating materials and equipment into the construction, and performing or furnishing construction services and furnishing documents, all as required by the Contract Documents including the Plans and Specifications. Wherever the word “work” is used, rather than the word “Work”, it shall be understood to have its ordinary and customary meaning.

Work Day: All Days, other than Saturdays, Sundays, and public holidays, unless specifically modified to the contrary.

Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of City is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of City. Words “approved,” “acceptable,” “satisfactory,” “favorably

reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by City.

Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

SECTION 1. INTERPRETATION OF CONTRACT

1.1 Precedence of Contract

In resolving conflicting requirements between the Contract Documents order of precedence shall be as follows:

- A Change orders
- B Addenda or Letters of Clarification
- C Document 00520 (Contract)
- D Special Conditions
- E Technical Specifications/Special Provisions
- F Drawings
- G General Conditions
- H State Specifications
- I State Standard Plans

With reference to the Drawings:

- A Figures govern over scaled dimensions
- B Detail drawings govern over general drawings

1.2 Clarification of Contract

Should it appear that the work to be done or any of the matters relative thereto is not sufficiently detailed or explained in the Specifications or on the Drawings, or if Contractor discovers during the course of the Work any discrepancies between the Contract Drawings and conditions in the field, or any errors or omissions in the Contract or in the layout given by stakes, points, or instructions, the bidder or Contractor shall apply in writing to City for such further explanations as may be necessary and shall conform to them as part of the Contract. Any work done after such discovery until authorized by City, will be done at Contractor’s risk.

All corrections of readily apparent errors or omissions in the Contract may be made by City when such corrections are necessary for the proper fulfillment of their intention as construed by City. The misplacement, addition, or omission of any word, letter, figure, or punctuation mark which has no substantive legal effect will in no way change the due spirit, intent, or meaning of Contract.

1.3 Contract Documents Complementary

Any part of the Work not shown on the Drawings or described in these Specifications but which is reasonably or ordinarily implied by either, shall be furnished and installed by Contractor as if fully described in these Specifications and shown upon the Drawings. All disputes shall be administered under Section 9 herein.

1.4 Contract Interpretation

In the event of any doubt or questions arising respecting the true meaning of the Contract, reference shall be made in writing to City, whose decision thereon shall be final.

1.5 State Specifications

The Work set forth in these Specifications shall be accomplished in accordance with appropriate provisions of construction details, Section 10 to Section 95, inclusive, of the Standard Specifications of the State of California, Business, Transportation And Housing Agency, Department of Transportation, May, 2006. These Specifications are herein referred to as the State Specifications (or Standard Specifications) and are by reference made a part of these Specifications the same as though set out in full.

1.6 Conflicts Involving State Specifications

In the event of conflict between the State Specifications and the Standard, Special, or Technical Provisions of these Specifications or the Drawings or any Contract Document other than the State Specifications, then such non-State Specification shall have precedence.

SECTION 2. BONDS AND INSURANCE**2.1 Contractor's Insurance****A General**

Contractor shall not perform Work under this Contract unless all insurance required by this Section has been obtained; and such insurance and insurers have been approved by City; and such insurance remains in full force and effect. Approval of insurance by City shall neither relieve nor decrease the liability of Contractor hereunder. Any delay in performing Work caused by Contractor's failure to comply with the insurance requirements specified in these Specifications, is the responsibility of Contractor. Failure by Contractor to maintain all required insurance at all times during the performance of this Contract, and until Final Acceptance by City, shall constitute a material breach of this Contract and shall not be a basis for a time extension.

For insurance requirements and forms see Document 00821 and 00530.

B Workers' Compensation and Liability Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at Contractor's sole cost and expense, keep in force at all times during the performance of this Contract, and until Acceptance by City, the following minimum insurance coverages, unless otherwise specified in the Special Provisions:

For insurance requirements and forms see Document 00821 and 00530.

C Insurance on Work and Materials

Contractor shall secure and maintain such direct damage insurance against such perils as Contractor may deem necessary to protect the Work called for in this Contract including Work completed, material in place or to be used in the performance of this Contract and such other miscellaneous items as may be necessary to the performance of this Contract.

For insurance requirements and forms see Document 00821 and 00530.

D Certificates of Insurance

Contractor shall furnish certificates of insurance to City for all required insurance coverages.

For insurance requirements and forms see Document 00821 and 00530.

2.2 Contractor's Bonds**A Filing of Bonds**

At or before the date indicated in Document 00200 (Instructions to Bidders), Contractor shall file with City the following bonds:

1. Corporate surety bond, in the form of Document 00610 (Construction Performance Bond), in the penal sum of 100% of Contractor's Bid as accepted, to guarantee faithful performance of the Work; and

2. Corporate surety bond, in the form of Document 00620 (Construction Labor and Material Payment Bond), in the penal sum of 100% of Contractor's Bid as accepted, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.
3. The Payment bond will be released six (6) months after the recording of the Notice of Completion, and the Faithful Performance shall be reduced by ninety percent (90%) at the recording of the Notice of Completion. The remaining ten percent (10%) will be released at the end of one (1) year from acceptance of the project provided any deficiencies in the work have been corrected.

B Surety Qualifications

Sureties shall be satisfactory to City. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of B+,VII or better.

SECTION 3. SCOPE OF WORK

3.1 Work to be Done

The Work to be done consists of furnishing all labor, methods or processes, implements, tools, machinery, construction equipment, materials of any kind, and installed manufactured equipment, except as otherwise specified herein, to be furnished by City or from sources provided by City, which are required to construct in a good and worker-like manner all the work herein specified. The intent of the plans and specifications is to describe the details for the construction and completion of the work which Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of first class quality are to be used.

Bidder should take particular notice that any and all items of Work, called for in the Construction Documents, but not included in a description of any specific bid item, shall be considered as included in one (1) or more of the bid items and that no additional compensation for those items of Work, beyond the Base Bid, will be allowed. Work of this nature includes, but is not limited to, such items as flagmen, water, all safety requirements, or work and materials required to provide public convenience and safety, barricades, lights, vehicular detours, and pedestrian walkways.

See Document 00800 for more detail of work and requirements.

3.2 Cleaning

Before final inspection Contractor shall clean the premises, and unless otherwise specified remove all rubbish, excess materials, false work, temporary structures, and equipment. All parts of the Work shall be left in a neat and presentable condition to the satisfaction of City. Contractor shall perform final cleanup in phases whenever the work is completed in phases, and/or turned over to City in phases, and/or where the Work is exposed. Additionally, all areas of the work may in any manner interface with the public shall be maintained in a neat, orderly, sanitary, and safe condition, and contractor shall at all times maintain the work area in a neat and orderly condition.

Nothing herein, however, shall require Contractor to remove warning, regulatory, and guide signs prior to Final Acceptance by City.

A Progress Cleaning

Contractor shall perform periodic cleaning to ensure that any streets and other City and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.

Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.

Contractor shall keep all streets clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work,

but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.

All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).

Disposal of Materials:

1. As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
3. Contractor is cautioned that the County of Santa Clara and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
4. Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.

All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to City. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Contractor, Santa Clara County, City and any City consultant from future liability.

If Contractor does not properly clean the Site, in the opinion of City, then City shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

B Final Cleaning

Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed finished surfaces.

Repair, patch, and touch up marred surfaces to match adjacent finishes.

Clean Site; mechanically sweep paved areas.

Remove waste and surplus materials, rubbish, and construction facilities from Site.

3.3 Change in Work

A General

City may, at any time or from time to time, order additions, deletions, or revisions in the Work, any portion of the Work, unit price item, or the Contract Time. These changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, the adjustment of Contract Time, if any, and the basis of compensation for that work. A contract change order will not become effective until approved by City. Upon receipt of an approved contract change order, Contractor shall proceed with the ordered work. If ordered in writing by the City, Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefore. In those cases, City will, as soon as practicable, issue an approved contract change order for the ordered work and, if the parties cannot agree, then the contract claims procedure in Section 9 shall apply. When the compensation for an item of work is subject to adjustment, Contractor shall, furnish City with adequate detailed cost data for that item of work showing actual costs incurred with direct costs, indirect costs, and any overhead claims. If Contractor requests an adjustment in compensation for an item of work as provided herein, the cost data shall be submitted with the request.

Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.

Only Contractor or City may initiate changes in scope of Work or deviation from Contract Documents.

Contractor may only initiate changes by submitting RFIs, Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.

RFIs shall be submitted to seek clarification of or request changes in the Contract Documents.

Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00700 (General Conditions).

Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00700 (General Conditions).

Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation. Contractor shall be responsible for both City and its Engineer's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by City; at City's discretion, such costs may be deducted from progress payments or final payment.

City may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.

City may initiate changes in the Work or Contract Time by issuing RFPs to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.

City may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by City only.

B Procedures

1 Cost Proposal and Procedures:

Whenever Contractor is required to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to City for consideration a Cost Proposal using the forms approved by the City. All Cost Proposals must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in this section. After receipt of a Cost Proposal with a detailed breakdown, City will act promptly thereon.

If City accepts a Cost Proposal, City will prepare Change Order for City and Contractor signatures.

If Cost Proposal is not acceptable to City because it does not agree with cost and/or time included in Cost Proposal, City will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Document, Contractor shall have seven Days in which to respond to City with a revised Cost Proposal.

When necessity to proceed with a change does not allow the City sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), City may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

2 Request for Information (RFI):

Whenever Contractor requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor, Contractor may prepare and deliver an RFI to City. Contractor shall use RFI format provided by City. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

City will respond within seven Days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors. RFI received after 12:00 pm will be considered as received the following day, for Fridays, the following day will be considered to be Monday.

If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.

If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to City clarifying original RFI. Additionally, City may return RFI requesting additional information should original RFI be inadequate in describing condition.

If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify City in writing within seven Days after receiving the response. If City disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in this Document and submit its Claim within 30 days. If City agrees with Contractor, then Contractor must submit a Cost Proposal within 21 Days of receiving the response to the RFI. Contractor's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.

3 Field Authorization (FA):

A letter issued and signed by the City's Director of Public Works, or his designated representative, authorizing the Contractor to proceed with additive or deductive changes to the contract, exclusive of time extensions, which value does not exceed \$50,000, which will become a part of a subsequent Contract Change Order. The Field Authorization is issued during the course of construction when it is known or believed that the changes in the Work being requested cannot be processed in a timely way as a Contract Change Order without risk of causing a delay to the project. The contractor cannot include work performed under a Field Authorization in an Application for Payment until the Field Authorization is fully incorporated into an approved Contract Change Order.

4 Supplemental Instruction:

City may issue Supplemental Instruction to Contractor.

If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.

If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then Contractor must submit a Cost Proposal to City within 21 Days of receiving the Supplemental Instruction.

5 Construction Change Directives (CCD):

If at any time City believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, City may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to City's CCD within 10 Days.

Contractor's response must be any one of following:

Return CCD signed, thereby accepting City's response, time and cost.

Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if City so requests.

Give notice of intent to submit a Claim as described in this Document and submit its Claim with 30 days.

If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

Unit prices stated in the Contract Documents or subsequently agreed upon.

Cost to be determined in a manner agreed.

CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by City on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim. Contractor shall keep and present, in such form as City may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in this Section.

Pending final determination of cost to City, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to City for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by City. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

6 City Requested RFP:

Contractor shall furnish a Cost Proposal within 21 Business Days of City's RFP. Upon approval of RFP, City will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, City may either issue a CCD or decide the issue per the claims section of this Document. Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

7 Differing Site Conditions:

Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to section 3 of this Document, which shall govern. If City determines that a change in Contract Sum or Contract Time is justified, City will issue RFP or CCD.

8 Hazardous Waste Conditions:

Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to this Document, which shall govern. If City determines that a change in Contract Sum or Contract Time is justified, City will issue RFP or CCD.

9 All Changes:

Documentation of Change in Contract Sum and Contract Time:

Contractor shall maintain detailed records of Work performed on a time-and-material basis. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.

Contractor shall, on request, provide additional data to support computations for:

- a. Quantities of products, materials, labor and equipment.
- b. Taxes, insurance, and bonds.
- c. Overhead and profit.
- d. Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
- e. Credit for deletions from Contract, similarly documented.
- f. Contractor shall support each claim for additional costs, and for Work performed on a cost-and-percentage basis, with additional information including:
 - (1) Credit for deletions from Contract, similarly documented.
 - (2) Origin and date of claim.
 - (3) Dates and times Work was performed and by whom.
 - (4) Time records and wage rates paid.
 - (5) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

10 Correlation of Other Items:

Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.

Contractor shall revise the Progress Schedules prior to the next monthly pay period.

Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

11 Responses:

For all responses for which the Contract Documents, including without limitation this Document, do not provide a specific time period, recipients shall respond within a reasonable time.

C Allowable Quantity Variations

Increases or decreases in the quantity of a Contract item of Work for unit price items will be determined by comparing the actual pay quantity of an item of Work with the approximate quantity in the listing of the bid items contained in the Bid.

If the actual pay quantity of an item of Work varies from the approximate quantity by 25 percent or less, payment will be made for the actual quantity of Work performed at the Contract unit price listed in the Bid.

If the actual pay quantity of an item of Work varies from the approximate quantity by more than 25 percent, in the absence of an executed Contract Change Order specifying the compensation to be paid, the compensation payable to Contractor will be determined in accordance with this Section.

1. **Increases of More Than 25 Percent:** If the actual pay quantity of an item of Work exceeds the approximate quantity by more than 25 percent, the amount of Work in excess of 125 percent of the approximate quantity will be paid for by adjusting the Contract unit price. Such adjustment of the Contract unit price will be the positive or negative difference between the Contract unit price and the actual unit cost of the total pay quantity of the item. At the sole option of City, the actual unit cost of the Work involved in such excess will be determined in accordance with Section 3.4 (by mutual acceptance of a lump sum amount) or Section 3.4 (cost of Work, based on time and materials).

If the cost of an item of Work includes fixed costs or overhead, the fixed costs will be deemed to have been recovered by Contractor by the payments made for 125 percent of the approximate quantity at the Contract unit price for the item and in computing the actual unit cost, the fixed costs will be excluded.

When the compensation payable for the quantity of Work performed in excess of 125 percent of the approximate quantity is less than \$5,000 at the Contract unit price, no adjustment in the Contract unit price will be made unless requested in writing by Contractor within 14 days from the date Contractor became aware, or should have reasonably become aware, of the increase in quantity.

2. **Decreases of More Than 25 Percent:** If the actual pay quantity of an item of Work is less than 75 percent of the approximate quantity, an adjustment in compensation will not be made unless Contractor makes a request in writing within 14 days from the date Contractor became aware, or should have reasonably become aware, of the decrease in quantity. If Contractor makes a request, the actual pay quantity of said item of Work performed will be paid for by adjusting the Contract unit price. Such adjustment of the Contract unit price will be the positive or negative difference between the Contract unit price and the actual unit cost of the total pay quantity of the item, including fixed costs. At the sole option of City, payment for the actual quantity of Work will be made by mutual acceptance of a lump sum amount or cost of Work based on time and materials in accordance with Section 3.4.
3. Payment for the actual pay quantity of such item of Work will in no case exceed the payment which would have been made for the performance of 75 percent of the approximate quantity of such item at the Contract unit price.

B Eliminated Items:

If any Contract item of the Work is eliminated in its entirety, payment will be made to Contractor for the actual cost incurred in connection with the eliminated Contract item if incurred prior to the date of notification in writing by City of such elimination.

If acceptable material is ordered by Contractor for an eliminated Contract item prior to the date of notification of such elimination by City, and if orders for such material cannot be canceled, payment for such material will be made at the actual cost to Contractor. In such case, the material shall become the property of City. If the materials can be returned to the vendor and if City so directs, the material shall be returned and Contractor will be paid for the actual cost for returning the material.

The actual costs to be paid by City to Contractor in accordance with this Section will be computed based on Time and Materials in accordance with Section 3.4.

C. Alternative Contract Items

Items identified as Alternative in the Bid may be deleted entirely or in part at the sole discretion of City. The unit price of an Alternative contract item shall not be subject to adjustment due to any increase or decrease in actual quantity.

See Document 00800 for more detail.

D. Change in Character of Work

If an ordered change in the plans or specifications materially changes the character of the work of a contract item from that on which the Contractor based the bid price, and if the change increases or decreases the actual unit cost of the changed item as compared to the actual or estimated actual unit cost of performing the work of that item in accordance with the plans and specifications originally applicable thereto, in the absence of an executed contract change order specifying the compensation payable, an adjustment in compensation therefore will be made in accordance with the following.

The basis of the adjustment in compensation will be the difference between the actual unit cost to perform the work of that item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of the item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the Engineer in the same manner as if the work were to be paid for on a force account basis as provided in Section 3.4; or the adjustment will be as agreed to by the Contractor and the Engineer. The adjustment will apply only to the portion of the work of the item actually changed in character. At the option of the Engineer, the work of the item or portion of item which is changed in character will be paid for by force account as provided in Section 3.4.

If the compensation for an item of work is adjusted under this Section, the costs recognized in determining that adjustment shall be excluded from consideration in making an adjustment for that item of work under the provisions in Section 3.3.

Failure of the Engineer to recognize a change in character of the work at the time the approved contract change order is issued shall in nowise be construed as relieving the Contractor of the duty and responsibility of filing a written protest within the limit as provided in Doc. 00700.

3.4 Change in Contract Price**A General**

The Contract Price constitutes the total compensation payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor to perform the Work shall be at Contractor's expense without change in the Contract Price.

The Contract Price may only be changed by a change order. Any request for an increase in the Contract Price shall be based on written notice delivered by Contractor to City promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless City allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract Price will be valid if not submitted in accordance with this Section.

The value of any Work covered by a change order or of any request for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- 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; or
- By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Section 3.4, provided Contractor submits documentation supporting the direct, indirect, overhead and profit components that compromise the lump sum amounts.

- On the basis of the cost of Work based on Time and Materials plus a Contractor's fee for overhead and profit, in accordance with this Section.

B Cost of Work (Based on Time and Materials)

The term "cost of Work" means the sum of all costs necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Work. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the project.

1 Labor:

The cost of labor used in performing Work by Contractor, a Subcontractor, or other forces, will be the sum of the following:

The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes, not overlapping with the labor surcharge described below. The cost of labor may include the wages paid to foremen when it is determined by City that the services of foremen do not constitute a part of the overhead allowance.

There will be added to the actual wages as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.

The amount paid for subsistence and travel required by collective bargaining agreements.

For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers 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, in accordance with the provisions of this Section, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.

2 Materials:

The cost of materials used in performing Work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:

Trade discounts available to the purchaser shall be credited to City notwithstanding the fact that such discounts may not have been taken by Contractor.

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 City. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.

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 Work Site, whichever price is lower.

If, in the opinion of City, the cost of material is excessive, or 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 work Site, less trade discount. City reserves the right to furnish materials for the extra work and no claim shall be made by Contractor for costs and profit on such materials.

3 Equipment:

Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under 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 shall be the rate resulting in the least total cost to City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by City. Contractor may furnish cost data which might assist City in the establishment of the rental rate.

The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in this Section 3.4, "Labor".

All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.

Before construction equipment is used on the extra work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to City, in duplicate, a description of the equipment and its identifying number.

Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the 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.

Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

4 Owner-Operated Equipment:

When owner-operated equipment is used to perform Work and is to be paid for as extra work, Contractor will be paid for the equipment and operator as follows:

Payment for the equipment will be made in accordance with the provisions of Section 3.4, "Equipment."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by Contractor to other workers operating similar equipment already on the project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for type of worker and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in Section 3.4, "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markup for equipment rental and labor as provided in Section 3.4, "Contractor's Fee."

5 Equipment Time:

The rental time to be paid for equipment on the Work shall be the time the equipment is in productive operation on the Work being performed and shall include the time required to move the equipment to the new location 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. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. 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. The following shall be used in computing the rental time of equipment on the work:

- A. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½ -hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.
- B. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be half-day of operation.
- C. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor caused delays.

6 Cost of Work Documentation:

Contractor shall furnish City Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by Contractor, subcontractor, or other forces. City will provide the Daily Extra Work Report forms to Contractor. Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

City will make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the Work performed, but shall not preclude subsequent adjustment based on a later audit.

Contractor shall inform City when extra work will begin so that City inspector can concur with the Daily Extra Work Reports. Failure to conform to these requirements may impact Contractor's ability to receive proper compensation.

7 Detours:

Contractor shall construct and remove detours and detour bridges for the use of public traffic as provided in the Special Provisions, or as shown on the plans, or as directed by City. Payment for this work will be made as set forth in the Special Provisions or at the Contract Prices for the items of work involved if the work being performed is covered by contract items of work and no other method of payment therefore is provided in the Special Provisions, otherwise the work will be paid for as extra work as provided herein. The costs of repairing damaged detours caused by public traffic will be paid for as extra work as provided herein. When public traffic is routed through the work, provision for a passageway through construction operations will not be considered as detour construction or detour maintenance and this work shall conform to and be paid as basic scope of work, unless otherwise specified in the Special Provisions. Detours used exclusively by Contractor for hauling materials and equipment shall be constructed and maintained by Contractor at Contractor's expense. The failure or refusal of Contractor to construct and maintain detours at the proper time shall be sufficient cause for closing down the work until the detours are in satisfactory condition for use by public traffic. Where Contractor is hauling is causing such damage to the detour that its maintenance in a condition satisfactory for public traffic is made difficult and unusually expensive, City shall have authority to regulate Contractor's hauling over the detour.

8 Special Services

Special services are defined as that work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by City in making estimates for payment for special services:

- A. When City and Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by City, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
- B. When Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job-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.

- C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Section 3.4 “Contractor’s Fee”, herein, a single allowance of ten (10) percent will be added to invoices for special services.

9 Contractor’s Fee

- A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by City, plus allowances for overhead and profit which allowances shall constitute the “Contractor’s Fee”. For extra work involving a combination of increases and decreases in the work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Sections 3.4, “Cost of Work”, herein. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual and Necessary Cost	Overhead and Profit Allowance
Labor	33 percent
Materials	15 percent
Equipment	15 percent

- B. Labor, materials, and equipment may be furnished by Contractor or by the subcontractor on behalf of Contractor: When all or any part of the extra work is performed by a subcontractor, the allowance specified in “Contractor’s Fee” shall only be applied to the labor, materials, and equipment costs of the subcontractors to which 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 for each separate work transaction.

10 Compensation for Time Extensions

Adjustments in compensation for time extension will be allowed only for causes identified in Section 3.5, Changes in Contract Time. No adjustments in compensation will be allowed when City-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently, or for causes identified in Section 3.5 Changes in Contract Time.

Compensation for idle time of equipment will be determined in accordance with the provisions in Section 3.4, Owner –Operated Equipment.

11 Force-Account Work

If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by City. The cost for Force-Account Work shall be determined pursuant this Section.

Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between City and Contractor have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. City may approve other uses of Force-Account Work.

Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.

Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City when 75 percent of the NTE amount has been expended.

Force-Account Work shall be paid as extra Work under this Section. Methods of determining payment for Work and materials provided in this Section shall not apply to performance of Work or furnishings of material that, in judgment of City, may properly be classified under items for which prices are otherwise established in Contract Documents.

12 Overhead Defined

The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:

- A.** Drawings: field drawings, Shop Drawings, etc., including submissions of drawings
- B.** Routine field inspection of Work proposed
- C.** General Superintendence
- D.** General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary
- E.** Computer services
- F.** Reproduction services
- G.** Salaries of project engineer, superintendent, timekeeper, storekeeper and secretaries
- H.** Janitorial services
- I.** Temporary on-Site facilities:
 - Offices
 - Telephones
 - Plumbing
 - Electrical: Power, lighting
 - Platforms
 - Fencing, etc.
 - water
- J.** Home office expenses
- K.** Insurance and Bond premiums
- L.** Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
- M.** Surveying
- N.** Estimating
- O.** Protection of Work
- P.** Handling and disposal fees
- Q.** Final cleanup
- R.** Other incidental Work

13 Records and Certifications

Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size type and identification number of equipment and hours operated; and an indication of all Work performed by specialists.

No payment for Force-Account Work shall be made until Contractor submits original invoices substantiating materials and specialists charges.

City shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including Force-Account Work and CCD Work.

Further, City will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of City shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to this Document.

3.5 Change of Contract Time

A General

The Contract time may only be changed by a change order. Any request for an extension of the Contract time shall be based on written notice delivered by Contractor to City promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request. Such written notice shall identify the controlling item of work that justifies the time extension, and shall state in reasonable detail the general nature of the request. Notice of the full extent of the request with a supporting time impact evaluation shall be delivered within 25 days after the date of such occurrence, unless City allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by Contractor's written statement that the adjustment requested is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this Section, and Contractor waives any rights not pursued under this Section.

The Contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the progress schedule required herein. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of Contractor. Time extensions (without compensation of any sort) will also be allowed when City-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently or for adverse weather caused delays discussed below. Contractor will be notified if City determines that a time extension is not justified.

The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if a request is made therefore as provided in this Section. An extension of Contract time will only be granted for days on which (i) Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, and (ii) by excusable occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by City. Excusable delays shall include:

- Changes.
- Failure of City to furnish access, right of way, completed facilities of related projects, Drawings, materials, equipment, or services for which City is responsible.
- Survey error by City.
- Suspension of work pursuant to Section 7, Prosecution and Progress of Work.
- Occurrences of a severe and unusual nature, including, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the

work is to be performed, or which could not have been reasonably anticipated by Contractor, as determined from National Oceanic and Atmospheric Administration (“NOAA”) records for the proceeding 3-year period.

- Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

B Extensions of Time for Delay Due to Excusable Inclement Weather

The Contractor shall have no right to an adjustment in the time of completion due to weather conditions or industrial conditions which are normal for the locality of the site. The time period for the contract has been calculated with the consideration given to the average climate range and usual industrial conditions prevailing in the locality of the site.

Time extensions due to inclement weather will be allowed only for weather conditions that affect the progress of activities that are on the critical path. The Contractor shall exercise due diligence in protecting the work area from weather as well as take corrective action after the weather has passed. Time extensions will not be allowed until the average number of days for which precipitation exceeds 0.10 inch and the corresponding average precipitation in a given month or months has been exceeded. Delay due to inclement weather are not compensable.

Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.

Abnormal weather conditions are those that exceed the averages indicated in the following table:

<u>Month</u>	<u>Days (1)</u>	<u>and</u>	<u>Precipitation (2)</u>
January	6		3.06
February	6		2.49
March	6		2.31
April	3		1.06
May	1		0.40
June	0		0.09
July	0		0.04
August	0		0.09
September	1		0.21
October	2		0.73
November	4		1.73
December	5		2.28
Total	33		14.49

- (1) The average number of days in which the precipitation exceeds 0.10 inches in the 24 hour period between midnight of one day and midnight of the next day.
- (2) The mean precipitation, in inches, for the month indicated, recorded at San Jose station #047821 of the period from 1948 to 2000.

The Contract time will be extended for as many days in excess of the average number of days of excusable inclement weather, as defined above, as Contractor is specifically required under the Special Provisions to suspend construction operations, provided that on such days Contractor is prevented by such excusable inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on critical items of work as shown on the schedule.

Should Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, Contractor will be entitled to a 1-day credit for advance weather whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable

for such construction operations. If Contractor starts work and then suspends work due to excusable inclement weather, then Contractor shall be entitled to a prorated credit based upon the number of work hours lost.

Contractor shall base the construction schedule upon the inclusion of the number of days of excusable inclement weather (for rain, in excess of 0.1 inch) specified by NOAA for the locality of the Project. Notwithstanding the foregoing, extension of the Contract time due to excusable inclement weather will be granted until after the said aggregate total number of days of excusable inclement weather has been reached; however, no reduction in Contract time will be made if said number of days of excusable inclement weather is not reached.

3.6 Changed Site Conditions

If any work involves digging trenches or other excavations below the surface, Contractor shall promptly and before the following conditions are disturbed, notify City in writing of any:

- A. Material that Contractor believes may be a regulated material 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 in this Contract.
- 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.

City will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, City will issue a change order under the procedures described in this Contract. For regulated materials, City reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between City and Contractor on whether the conditions materially differ or on Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

3.7 Cost Reduction Incentive

The Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

Cost reduction proposals shall contain the following information:

- A. A description of both the existing contract requirements for performing the work and the proposed changes.
- B. An itemization of the contract requirements that must be changed if the proposal is adopted.
- C. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change. The estimates of cost shall be determined in the same manner as if the work were to be paid for on a force account basis as provided in Section 3.4, "Cost of Work."
- D. A statement of the time within which the Engineer must make a decision thereon.
- E. The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

The provisions of this Section 3.7 shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed changes in basic design of a bridge or of a pavement type will not be considered as an acceptable cost reduction proposal; and the City will not be liable to the

Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any cost reduction proposal. If a cost reduction proposal is similar to a change in the plans or specifications, under consideration by the City for the project, at the time the proposal is submitted or if the proposal is based upon or similar to Standard Specifications, standard special provisions or Standard Plans adopted by the City after the advertisement for the contract, the Engineer will not accept the proposal, and the City reserves the right to make the changes without compensation to the Contractor under the provisions of this section

The Contractor shall continue to perform the work in accordance with the requirements of the contract until an executed change order, incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, the cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the right is reserved to disregard the contract bid prices if in the judgment of the Engineer, those prices do not represent a fair measure of the value of work to be performed or to be deleted.

The City reserves the right where it deems such action appropriate, to require the Contractor to share in the City's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering the proposal. Where this condition is imposed, the Contractor shall indicate acceptance thereof in writing, and that acceptance shall constitute full authority for the City to deduct amounts payable to the City from any moneys due or that may become due to the Contractor under the contract.

If the Contractor's cost reduction proposal is accepted in whole or in part the acceptance will be by a contract change order. The change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or that part of it as has been accepted to be put into effect, and shall include any conditions upon which the City's approval thereof is based if the approval of the City is conditional. The change order shall also set forth the estimated net savings in construction costs attributable to the cost reduction proposal effectuated by the change order, and shall further provide that the Contractor be paid 50 percent of that estimated net savings amount. The Contractor's cost of preparing the cost reduction incentive proposal and the City's costs of investigating a cost reduction incentive proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.

Acceptance of the cost reduction proposal and performance of the work thereunder shall not extend the time of completion of the contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal.

The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the change order.

The City expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the City when it determines that the proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted that proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to that Contractor prior to submission of the accepted cost reduction proposal and as to which the cost reduction proposal is also submitted and accepted. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this Section 3.7 if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the City. Subject to the provisions contained herein, the City or any other public agency shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

Contractor may submit to City, in writing, proposals for modifying the Drawings, Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction.

Prior to preparing a written cost reduction proposal, Contractor shall request a meeting with City to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by City and other agencies.

If a cost reduction proposal submitted by Contractor, and subsequently approved by City, provides for a reduction in contract time, 50 percent of that contract time reduction shall be credited to City by reducing the contract working days, not including plant establishment.

If a cost reduction proposal submitted by Contractor, and subsequently approved by City, provides for a reduction in traffic congestion or avoids traffic congestion during construction, 60 percent of the estimated net savings in construction costs attributable to the cost reduction proposal will be paid to Contractor. Contractor shall provide detailed comparisons of the traffic handling between the existing contract and the proposed change, and estimates of the traffic volumes and congestion.

3.8 Dust Control

During the performance of all work under this Contract, Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent operations from producing dust damage and nuisance to persons and property. Any claims resulting therefrom shall be borne solely by Contractor.

3.9 Excavation Safety Plans

Attention is directed to Section 6705 of the Labor Code concerning trench excavation safety plans. Excavations five (5) feet or more in depth shall not begin until Contractor has submitted and City has returned indicating "In Receipt Of" Contractor's detailed plan for worker protection from the hazards of caving ground during such excavations. The plan may be reviewed by City for completeness in accordance with federal, state and local regulations. City will not be responsible for reviewing the accuracy of assumptions, data and information used, and procedures contained in the plan or the adequacy thereof. Such plans shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. The plan shall not allow the use of shoring, sloping, or a protective system less effective than that required by the Construction Safety Orders; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan (including calculations) shall be prepared, signed and stamped by an engineer registered as a Civil or Structural engineer and an engineer registered as a Geotechnical Engineer, in the State of California pursuant to Sections 6700 et seq. of the Business & Professions Code.

Such plans shall be accompanied by a copy of the Permit to Excavate that has been issued by the Division of Occupational Safety and Health as required by Labor Code Section 6500 and following.

To the extent applicable, the Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations.

This Section shall be applicable regardless of Contract Price.

3.10 Asbestos-Related Work

Contractor's attention is directed to Section 7058.5 of the Business and Professions Code which states that from and after January 1, 1987, no Contractor shall engage in asbestos-related work, as defined, who is not certified by Contractor's State License Council to do so.

Contractor's attention is also directed to Section 6501.5, and following, of the Labor Code relative to asbestos-related work and to provisions of the General Industry Safety Orders of Title 8 of the Code of Regulations and to the BAAQMD's Rule.

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and Contractor encounters materials which Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, Contractor may continue work in unaffected areas reasonably believed to be safe. Contractor shall immediately cease work in the affected area and report the condition to City in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, Contractor may be entitled to a time extension (without additional compensation) as provided in Section 3.5, Change in Contract Time.

3.11 Substitutions

This paragraph describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00660 (Substitution Request Form) submittal as provided in Document 00200 (Instructions to Bidders).

Contractor's Options:

For products specified only by reference standard Contractor may select any product meeting that standard.

For products specified by naming one or more products or manufacturers, Contractor may select products of any named manufacturer meeting the Specifications.

If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Document and a fully executed Document 00660 (Request for Substitution), but using the term "Contractor" each place the term "Bidder" appears in that form.

Substitutions:

Except as provided in Document 00200 (Instructions to Bidders) with respect to "or equal" items, City will consider Contractor's substitution requests only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for work on the Project).

Submit separate RFS (and FOUR copies) for each product and support each request with:

- A. Product identification.
- B. Manufacturer's literature.
- C. Samples, as applicable.
- D. Name and address of similar projects on which product has been used, and dates of installation.
- E. Name, address, and telephone number of manufacturer's representative or sales engineer.
- F. For construction methods: Detailed description of proposed method; drawings illustrating methods.

Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.

State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with City for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.

Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by City in evaluating the proposed substitute. City may require Contractor to furnish additional data about the proposed substitute.

City will not consider substitutions for acceptance (or, in City's sole discretion, City may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:

- A. Results in delay meeting construction Milestones or completion dates.
- B. Is indicated or implied on submittals without formal request from Contractor.
- C. Is requested directly by Subcontractor or supplier.
- D. Acceptance will require substantial revision of Contract Documents.
- E. Disrupts Contractor's job rhythm or ability to perform efficiently.

Substitute products shall not be ordered without written acceptance of City.

City will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

Accepted substitutions will be evidenced by a Change Order. All Contract Documents requirements apply to Work involving substitutions.

Contractor's RFS constitutes a representation and warranty that Contractor:

- A. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
- B. Will provide the same warranty for substitution as for specified product.
- C. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
- D. Waives claims for additional costs which may subsequently become apparent.
- E. Will compensate City for additional redesign costs associated with substitution.
- F. Will be responsible for Construction Schedule slippage due to substitution.
- G. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by City.
- H. Will compensate City for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against City, caused by late requests for substitutions or late ordering of products.

City will review Contractor's RFS with reasonable promptness and notify Contractor in writing of decision to accept or reject requested substitution

Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Provide all agency approvals or other additional information required and pay additional costs for required City services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal

3.12 Hazardous Materials / Waste

Comply with Sections 5163 through 5167 of the *General Industry Safety Orders (California Code of Regulations, Title 8)* to protect the Site from being contaminated by the accidental release of any hazardous materials and/or waste.

If Contractor encounters subsurface contamination, the following provisions and precautionary measures shall be implemented during construction:

Contractor's personnel shall be alert for and immediately report to City any detectable chemical odors, unusual debris, or discolored soil, in accordance with California Public Contract Code Section 7104.

Should the discovery of contaminants cause delay to Contractor's operations, extension of Contract Time will be granted by City in accordance with Document 00700 (General Conditions). Contractor will not be entitled to damages or additional payment due to such delay.

If hazardous materials are encountered, they shall be handled in accordance with applicable local, state, and federal regulations which may include: (1) CCR Title 8, Division 4, Chapter 4, Section 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR, Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land).

Disposal requirements: Soils containing hazardous materials shall be disposed by Contractor at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.

Fees: Pay for any fees associated with the treatment, recycling, or disposal of these soils. Any additional soil sampling and chemical analyses required for acceptance of the soil at facilities other than those described above shall be the responsibility of Contractor.

Transport: Transport the soils to the selected facilities under approved manifests and submit copies of these manifests and the facility weight tickets to City.

Dewatering: Construct, operate and maintain as required to complete the Work all necessary cofferdams, channels, pipes, flumes, drains, sumps, well points and protective works; and furnish, install, operate and maintain all necessary pumping and other equipment for dewatering the areas of Work suspected of containing hazardous materials; and control all surface flow and groundwater as may be encountered while performing the Work. Remove all water that may accumulate in the excavation while the Work progresses so that all Work can be performed in dry conditions. All contaminated water shall be removed from the excavation before it is backfilled. The excavation shall be kept free from water until backfilling has progressed to a height above the water source. Storage tank: Provide a minimum 2,500-gallon double-walled water storage tank on Site for the duration of the Work. If more storage capacity is needed, provide additional storage tanks on Site.

Water sampling and chemical analysis: Water samples shall be collected from the holding tanks and submitted to a State-Certified chemical analysis laboratory. Chemical analyses required for the samples shall at a minimum include: TPHg following EPA Test Methods 5030/8015 (modified); benzene, toluene, ethylbenzene, and total xylenes (BTEX) following EPA Test Method 8020; and chlorinated solvents following EPA Test Method 8010. Perform additional chemical analyses that may be required for disposal or recycling of the water. Laboratory chemical analysis reports associated with the water samples shall be provided to City.

Removal of dewatering equipment: After having served their purpose, all protective works, including the temporary water storage tank(s) and dewatering pumps, shall be decontaminated and removed from the Site. Contractor is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.

3.13 Inert Solids and Plant Materials Recycling

The Contractor shall have all asphalt concrete, Portland cement concrete, aggregate base material, inert solids and any plant material removed from the project site and deposited at a recognized acceptable recycling facility. Inert solids and plant materials shall not be disposed of at landfills.

It is the Contractor's responsibility to conform the above material to an acceptable size and composition in order to enable the acceptance of this material at a recognized inert solid or other acceptable recycling facility. All recycling facilities may be subject to the approval of the Engineer.

Recycling shall include the transportation and disposal of the material as specified in these specifications and as directed by the Engineer.

Documentation shall be submitted to the City Inspector for each load of inert solid and plant material removed from the project site on a daily basis. Failure to submit this documentation on a timely basis may delay progress payments. This documentation shall include the following:

- A. Project title
- B. Date and time
- C. Truck number
- D. Type of material
- E. Weight of material
- F. Name and address of recycling facility
- G. Certification by recycling facility

Also contractor must report the total amount in tons of material disposed of at a landfill. Provide information the following information: Project name, date and time, truck number, type of material, weight of material, name of landfill facility and address.

Collection of Debris:

Debris from a project in Cupertino can be collected and disposed of in either a:

- A. Los Altos Garbage Co. bin (call 725-4020 to order), OR
- B. bin owned by the project's general contractor or demolition contractor, and hauled by a vehicle owned and registered to that contractor; (contractor should be prepared to prove ownership) OR
- C. private truck with a bed, but no bin

The Los Altos Garbage Company is the only debris bin service provider franchised to do business in Cupertino. Bins from other leasing companies may not be used in Cupertino.

Recyclable Materials

Recyclable materials may be collected in private debris bins or containers leased from ANY company, as long as the materials are both:

- A. separated by type of material into separate containers, AND
- B. are not contaminated by garbage.

Separated recyclable materials are materials that are separated into individual containers, each containing just one type of recyclable material. Typical examples of recyclable materials include: metal, wood, concrete, steel-reinforced concrete, asphalt, tree trimmings, white goods, toilets, rocks and clean fill dirt. Separated recyclables must ultimately be recycled or otherwise reused, and not disposed of in a landfill.

Contractor should be prepared to provide the name and phone number of any recycling companies being used on the project. A list of some local recycling companies that can accept separated recyclable materials is available in the literature display rack in the downstairs Planning/Building Department lobby in City Hall.

3.14 Storm Water Pollution Control

In compliance with the State and Federal regulations regarding storm water management during construction, no waste materials or pollutants will be allowed to enter the storm drainage system. In addition to reducing downstream erosion and sedimentation, keeping pollutants and other debris out of storm drains reduces the direct discharge of materials and wastes to local creeks and San Francisco Bay.

The Contractor shall contain and remove any waste generated by the Contractor's construction operation using the appropriate Best Management Practices (BMPs) and shall properly dispose of the waste or pollutants off-site. If solid or liquid waste materials or pollutants originating from the Contractor's operation enter the storm drain system, the Contractor will be required to thoroughly clean up the affected catch basins, storm sewer and storm manholes to the satisfaction of the Engineer. If the Contractor fails to meet the requirements of this section, the City will issue a stop-work notice and take necessary action to require the Contractor to set up the preventive measures or clean up the storm drainage system as the case may be. All costs related to the stop-work action and corrective work shall be solely borne by the Contractor.

The following requirements shall be implemented to prevent the pollution of storm water runoff from construction projects.

General Requirements

Water pollution control work shall conform to the provisions in this Document, the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity No. CAS000002 (NPDES Construction General Permit) and these provisions. For additional information regarding the requirements of the NPDES Construction General Permit, refer to the State Water Resources Control Board web site at <http://www.swrcb.ca.gov/stormwtr/construction.html>.

The Contractor shall be responsible for the costs and liabilities imposed by law as a result of the Contractor's failure or negligence in complying with the provisions set forth in this section and in the technical specifications for this project. For the purposes of this section, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, partial payments due the Contractor under the contract may be retained by the City until financial and legal disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The Engineer will give the Contractor thirty (30) days notice of the City's intention to retain funds from partial payments that may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Provisions.
- C. If the City has retained funds and it is subsequently determined that the City is not subject to the costs and liabilities in connection with the matter for which the retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions of this section and the technical specifications for this project shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

Storm Water Pollution Prevention Plan Preparation

The Contractor shall incorporate the following Best Management Practices (BMPs), as applicable, into the site-specific Storm Water Pollution Prevention Plan (SWPPP) required for this project.

The following requirements shall be met on all projects within the City of Cupertino.

Non Hazardous Material/Waste Management

- A. CONTRACTOR shall propose designated areas of the project site, for approval by the CITY 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.
- B. CONTRACTOR shall store granular material at least ten feet away from catch basin and curb returns.
- C. CONTRACTOR shall not allow granular material to enter the storm drains or creeks.
- D. When rain is forecast within 24 hours or during wet weather, the CITY ENGINEER may require the CONTRACTOR to cover granular material with a tarpaulin and to surround the material with sand bags.
- E. CONTRACTOR shall use minimal amounts of water to control dust on a daily basis or as directed by the CITY ENGINEER.

- F. At the end of each working day or as directed by the CITY ENGINEER, the CONTRACTOR shall clean and sweep roadways and on-site paved areas of all materials attributed to or involved in the work.
- G. CONTRACTOR shall not use water to flush down streets in place of street sweeping.
- H. CONTRACTOR shall recycle aggregate base material, asphalt concrete, and Portland cement concrete as described in Section C, Special Provisions, section *Inert Solids Recycling*, of these Specifications.
- I. In addition, to the maximum extent practicable, the CONTRACTOR shall reuse or recycle any useful construction materials generated during the project.
- J. At the end of each working day, the CONTRACTOR shall collect all scrap, debris, and waste material, and dispose of such materials properly.
- K. CONTRACTOR shall inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak.
- L. CONTRACTOR shall not discharge water on-site from cleaning dumpsters.
- M. CONTRACTOR shall arrange for regular waste collection before dumpsters overflow.

Hazardous Material/Waste Management

- A. 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 the City of Cupertino Hazardous Materials Storage Ordinance and all applicable State and Federal regulations.
- B. CONTRACTOR shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered, as needed, to avoid potential management of collected rain water as a hazardous waste.
- C. CONTRACTOR shall keep an accurate, up-to-date inventory, including Materials Safety Data Sheets (MSDSs), of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.
- D. When rain is forecast within 24 hours or during wet weather, the CITY ENGINEER may prevent the CONTRACTOR from applying chemicals in outside areas.
- E. CONTRACTOR shall not over-apply pesticides or fertilizers and shall follow materials manufacturer's instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. Over-application of a pesticide constitutes a "label violation" subject to an enforcement action by the Santa Clara County Agriculture Department.
- F. The CONTRACTOR shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes.
- G. The CONTRACTOR shall dispose of hazardous waste only at authorized and permitted treatment, storage and disposal facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal regulations.
- H. If the CONTRACTOR'S business office is located in Santa Clara County then the CONTRACTOR may dispose of this waste through the Countywide Household Hazardous Waste Program. Information on this program may be requested by calling (408) 299-7300.

Spill Prevention and Control

- A. The CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site.
- B. The CONTRACTOR shall immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and cleanup materials. If the waste is hazardous, the CONTRACTOR shall handle the waste as described in section above.

- C. The CONTRACTOR shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.
- D. The CONTRACTOR shall report any hazardous materials spill by calling 911.

Vehicle/Equipment Cleaning

- A. The CONTRACTOR shall not perform vehicle or equipment cleaning on-site or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods.
- B. 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 or into streets, gutters, storm drains, or creeks.

Vehicle/Equipment Maintenance and Fueling

- A. CONTRACTOR shall perform maintenance and fueling of vehicles or equipment in a designated, bermed area or over a drip pan that will not allow run-on of storm water or runoff of spills.
- B. 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.
- C. CONTRACTOR shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site.
- D. CONTRACTOR 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 above.
- E. CONTRACTOR shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.
- F. CONTRACTOR shall report any hazardous materials spill by calling 911.
- G. 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. Shut-off valves on equipment must be working properly.
- H. CONTRACTOR shall comply with Federal, State and City requirements for aboveground storage tanks.

Contractor Training and Awareness

- A. CONTRACTOR shall train all employees/subcontractors on the storm water pollution prevention requirements contained in these Specifications.
- B. CONTRACTOR shall inform subcontractors of the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.
- C. CONTRACTOR shall post warning signs in areas treated with chemicals.
- D. CONTRACTOR shall paint new catch basins, constructed as part of the project, with the “No Dumping” stencil available from Cupertino Public Works Department at City Hall (408) 777-3354.

Activity-Specific Requirements

The following requirements shall be met on all projects within the City of Cupertino that include the listed activities.

Dewatering Operations

- A. 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. Refer to *California Storm Water Management Practice Handbook* for these control measures.
- B. Approval of the control measure shall be obtained in advance from the CITY ENGINEER.
- C. Filtration of the water following the control measure may be required on a case-by-case basis.
- D. If the CITY ENGINEER determines that the dewatering operation would not generate an appreciable amount of settleable solids, the control measure requirement in 1) above may be waived.

- E. CONTRACTOR shall reuse water for other needs, such as dust control or irrigation, to the maximum extent practicable.

Paving Operations

- A. When rain is forecast within 24 hours or during wet weather, the CITY ENGINEER may prevent the CONTRACTOR from paving.
- B. The CITY 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. Refer to *California Storm Water Best Management Practice Handbook* for these control measures.
- C. The CONTRACTOR shall place drip pans or absorbent material under paving equipment when not in use.
- D. The CONTRACTOR shall cover catch basins and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- E. If the paving operation includes an on-site mixing plant, the CONTRACTOR shall comply with Santa Clara County General Industrial Activities Storm Water Permit requirements.
- F. The CONTRACTOR shall preheat, transfer or load hot bituminous material away from drainage systems or watercourses.
- G. The CONTRACTOR shall not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into streets, gutters, storm drains, or creeks. Instead, the CONTRACTOR shall either collect the sand and return it to the stockpile, or dispose of it in a trash container. The CONTRACTOR shall not use water to wash down fresh asphalt concrete pavement.

Saw Cutting

- A. During saw cutting and grinding operations, use as little water as possible.
- B. During saw cutting, the CONTRACTOR shall cover or barricade catch basins using control measures, such as filter fabric, straw bales, sand bags, and fine gravel dams, to keep slurry out of the storm drain system. When protecting a catch basin, the CONTRACTOR shall ensure that the entire opening is covered. Refer to *California Storm Water Best Management Practice Handbook* for these control measures.
- C. The CONTRACTOR shall shovel, absorb or vacuum saw cut slurry and pick up the waste prior to moving to the next location or at the end of each working day, whichever is sooner.
- D. If saw cut slurry enters catch basins, the CONTRACTOR shall remove the slurry from the storm drain system immediately.

Traffic Detector Loop Installation and Repair

- A. Protect nearby storm drain inlets prior to cutting or flushing slot for traffic detector loops. Block or berm around nearby storm drain inlets using sand bags or an equivalent barrier or use absorbent materials such as pads, pillows and socks to contain slurry.
- B. Clean up residues by sweeping up as much material as possible and dispose of material properly.

Concrete, Grout and Mortar Waste Management

- A. The CONTRACTOR shall avoid mixing excess amounts of fresh concrete or cement mortar on-site.
- B. The CONTRACTOR shall store concrete, grout and mortar away from drainage areas and ensure that these materials do not enter the storm drain system.
- C. The CONTRACTOR shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks.
- D. 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.

- E. 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, then the CONTRACTOR shall filter the wash water through straw bales or equivalent material before discharging to the storm drain.
- F. The CONTRACTOR shall collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

Painting

- A. CONTRACTOR shall conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or runoff of spills.
- B. CONTRACTOR shall not allow wash water from cleaning of painting equipment and tools into streets, gutters, storm drains or creeks.
- C. CONTRACTOR shall remove as much excess paint as possible from brushes, rollers and equipment before starting cleanup.
- D. To the maximum extent practicable, the CONTRACTOR shall dispose of wash water from aqueous cleaning of equipment and tools to the sanitary sewer.
- E. Otherwise, the CONTRACTOR shall direct wash water onto dirt area and spade in.
- F. CONTRACTOR shall remove as much excess paint as possible from brushes, rollers and equipment before starting cleanup.
- G. To the maximum extent practicable, the CONTRACTOR shall filter paint thinner and solvents for reuse.
- H. CONTRACTOR shall dispose of waste thinner and solvent and sludge from cleaning of equipment and tools as hazardous waste, as described above.
- I. CONTRACTOR shall store paint, solvents, chemicals, and waste materials in compliance with the City of Cupertino Hazardous Materials Storage Ordinance and all applicable State and Federal regulations. The CONTRACTOR shall store these materials in a designated area that will not allow run-on of storm water or runoff of spills.
- J. CONTRACTOR shall dispose of excess thinners, solvents, oil and water-based paint as hazardous waste.
- K. CONTRACTOR shall dispose of dry, empty paint cans/buckets, old brushes, rollers, rags, and drop cloths in the trash.

Earthwork

CONTRACTOR shall maximize the control of erosion and sediment by using the Best Management Practices for erosion and sedimentation in the *California Storm Water Best Management Practice Handbook - Construction Activity* or *ABAG Manual of Standards for Erosion and Sediment Control Measures*.

Thermoplastic

- A. The CONTRACTOR shall transfer and load hot thermoplastic away from drainage systems or watercourses.
- B. The CONTRACTOR shall sweep thermoplastic grindings into plastic bags. Yellow thermoplastic grindings may require special handling as they may contain paint.

Pesticide Usage and Pest Management

- A. Follow all federal, state, and local policies (including the City's Integrated Pest Management Policy), law and regulations governing the use, storage, and disposal of pesticides and training of pest control advisors and applicators.
- B. Consider employing integrated pest management methods, including:
 1. No controls;
 2. Physical and/ or mechanical methods;
 3. Environmental controls (mulching, pest-resistant vegetation)
 4. Biological controls (predators, parasites, etc.);
 5. Less toxic controls (soaps and oils etc.) and;

6. Hot water.
- C. Use the least toxic pesticides that will do the job, provided there is a choice. The agency will take into consideration the LD50, overall risk to the applicator, and impact to the environment.
- D. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging non-degraded pesticides in stormwater runoff. Avoid application of pesticides if rain is expected.
- E. Mix and apply only as much material as is necessary for treatment. Calibrate application equipment prior to and during use to ensure desired application rate.
- F. Do not mix or load pesticides in application equipment adjacent to a storm drain inlet culvert or watercourse.
- G. Use of Clopyralid, Diazinon, Chlorpyrifos, Chloradane, DDT, Dieldrin or other organophosphates is prohibited.

Prior to application of any pesticides, Contractor must receive approval for application from the City's licensed pest control advisor, Diane Mahan (777-3343). Contractor must provide the pest control advisor with monthly summaries of pesticide use (City to provide forms for the summary).

SWPPP Implementation

The Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining the BMPs included in the SWPPP or an erosion control plan and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for SWPPP or the erosion control plan implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 7 of this Document.

Throughout the rainy season, the Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization and sediment control BMPs to protect soil-disturbed areas on the project site before the onset of rain. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 125 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A current inventory of control measure materials and a plan to use them shall be included in the SWPPP or on the erosion control plan.

Throughout the rainy season, active soil-disturbed areas of the site shall be fully protected at the end of each day with soil stabilization and sediment control BMPs unless fair weather is predicted the next day. The Contractor shall monitor the weather forecast on a daily basis. The National Weather Service forecast shall be used. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and functioning BMPs shall be deployed prior to the onset of rain.

BMP Maintenance

To ensure proper implementation and function of BMPs, the Contractor shall regularly inspect and maintain the construction site for the BMPs included in the SWPPP or on an erosion control plan. The Contractor shall identify corrective actions and the time needed to address any deficient BMPs or reinitiate any BMPs that have been discontinued. The Contractor shall keep written records of all BMP inspections, maintenance activities and corrective actions.

The Contractor shall inspect the construction site as follows:

- A. Prior to a forecast storm;
- B. After any precipitation causes runoff;
- C. At 24-hour intervals during extended rain events; and
- D. Routinely, at a minimum of once every week

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of the subsequent rain event. The correction of deficiencies shall be at no additional cost to the City.

SECTION 4. CONTROL OF WORK

4.1 Authority of City

City shall decide all questions which may arise as to the quality or acceptability of materials furnished and Work performed and rate of progress of the Work, all questions which may arise as to the interpretation of the Drawings and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of Contractor. City's decision shall be final. City shall have authority to enforce and make effective such decisions and orders which Contractor fails to carry out promptly.

4.2 Submittals

Submit, at Contractor's expense, in digital format, the following items ("Submittals") required by the Contract :

- A. Schedule of Shop Drawing and Sample Submittals
- B. Safety Plans
- C. Progress Schedules
- D. Product Data Shop Drawings
- E. Samples
- F. Coordination Drawings
- G. Quality Assurance Control Data
- H. Machine Inventory Sheets
- I. Installation, Operation, and Maintenance Manuals
- J. Computer Programs
- K. Project Record Documents
- L. Seismic Submittal Review Forms, where specified.

All submittals shall be digitally submitted unless prior exception is granted by the City.

Submit these Submittals to City for review and approval in accordance with accepted Schedule of Shop Drawings and Samples Submittals. If no such schedule is agreed upon, then all Shop Drawing, Samples, and product data Submittals shall be submitted within 21 Days after receipt of Notice of Award from City.

Transmit each item with a City approved Submittal transmittal form. Identify Project, Contractor, Subcontractor, major supplier, pertinent Drawing sheet and detail number, and Specification Section number as appropriate. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Submittals shall be submitted based on each Specification Section. Submittals containing information about more than one Specification Document will be returned for resubmittal. Submittals shall include all information requested by each Specification Section. (No partial Submittals.) Incomplete Submittals will be returned not reviewed by City.

The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show City the materials and equipment Contractor proposes to provide and to enable City to review the information for the limited purposes specified in this Document. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as City may require to enable City to review the Submittal. The quantity of each Submittal to be submitted will be as required by individual Specification Documents or this Document.

At the time of each submission, give City specific notice of all variations, if any, that the submitted Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This notice shall be in a communication attached to the Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal submitted to City, for review and approval of each such variation. If City accepts deviation, City will note its acceptance on the returned Submittal transmittal form and, if necessary, issue appropriate Contract Modification.

Submittal coordination and verification is responsibility of Contractor; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before submitting each Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:

- A. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
- B. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
- C. All information relative to Contractor's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

Contractor's submission to City of a Submittal shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this paragraph, with respect to Contractor's review and approval of that Submittal.

Designation of work "by others," if shown in Submittals, shall mean that work will be responsibility of Contractor rather than Subcontractor or supplier who has prepared Submittals.

After review by City of each of Contractor's Submittals, the City will be returned to Contractor with actions defined as follows:

- A. **NO EXCEPTIONS TAKEN** - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
- B. **MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED)** - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.
- C. **REVISE AS NOTED AND RESUBMIT** - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by City.
- D. **REJECTED - RESUBMIT** - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.

Make a complete and acceptable Submittal at least by second submission. City reserves the right to deduct monies from payments due Contractor to cover additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if Contractor's first resubmittal, following a Submittal which City determines falls within categories C or D above, does not fall within categories A or B above.

Favorable review will not constitute acceptance by City of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from City's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. City's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by City, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Favorable review shall be considered to mean merely that City has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed.

City's review will not extend the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

Submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Contractor submits incomplete initial Submittal when complete Submittal is required, Submittal may be returned to Contractor without review.

Copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors, and vendors.

After City's review of Submittal, revise as noted and resubmit as required. Identify changes made since previous Submittal.

Begin no fabrication or work that requires Submittals until return of Submittals not requiring resubmittal. Do not extrapolate from Submittals covering similar work.

Normally, Submittals will be processed and returned to Contractor within 21 Days of receipt. Submittals received after 12:00 pm will be considered as received on the following Day. For Fridays, the following day will be considered to be Monday.

Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

All Submittals shall be number-identified by Contractor, prior to submission to City, in accordance with the following:

- A. Sequentially number each Submittal (i.e., "1", "2", "3", etc.) as the basis for number identification of Submittals.
- B. Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.
- C. Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.
- D. If the Submittal is a resubmittal (including without limitation after an initial Submittal is rejected, returned without review or marked 'Revise as Noted and Resubmit'), add the suffix designation "A" (i.e., a resubmittal of Submittal 1 would be numbered 1A). Subsequent re-submittals would be identified by the Submittal number and sequential letters (i.e., "B", "C", "D", etc.).
- E. All Submittals shall include all information requested by each Specification Section. No partial Submittals will be accepted unless previously authorized by City. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to resubmittal) is given a new number.
- F. Deliver Submittals to City at least 30 Days before dates reviewed Submittals will be needed.
- G. Initial Submittal of Installation, Operation, and Maintenance Manuals shall be 45 Days after the date Submittals that pertain to the applicable portion of the Installation, Operation, and Maintenance Manual is satisfactorily reviewed.

The following table lists the number of initial Submittals required from Contractor for each type of submission, to whom Contractor shall distribute the information, and City's distribution of reviewed submissions. If Contractor needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned transparency Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

SUBMITTAL	Contractor Initial Submittal	City Submittal Return
	# of Copies/ Prints/ Samples	# of Copies/ Prints/ Samples
Shop Drawings	6	1
Product Data	6	1
Samples	4	1
Materials Safety Data Sheets	3	1
Installation, Operation, and Maintenance Manuals	4	1
Other Documents	6	1

Submittal transmittal form, in duplicate, shall contain the following:

- A. Date, revision date, and Submittal log number.
- B. Project name and City's Project number.
- C. Contractor's name, address, and job number.
- D. Specification Section number clearly identified.
- E. The quantity of Shop Drawings, Product Data, or Samples submitted.
- F. Notification of deviations from Contract Documents.
- G. Materials Safety Data Sheet (MSDS) for each item complying with OSHA's Hazard Communication Standard 29 CFR 1910.1200.
- H. Other pertinent data.

Submittal shall contain the following:

- A. Date and revision dates.
- B. Revisions, if any, identified.
- C. Project Name and Project number.
- D. The names of:
- E. Contractor, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent.
- F. Identification of product material by location within the Project.
- G. Relation to adjacent structure or materials.
- H. Field dimensions, clearly identified as such.
- I. Specification Section number and applicable detail reference number on the Drawings.
- J. Applicable reference standards.
- K. A blank space, on each Drawing or data sheet, 5" x 4" for the City's stamp.
- L. Identification of deviations from Contract Documents.
- M. Contractor's stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria and technical standards in compliance with Contract Documents.

Resubmission requirements:

- A. Revise initial Shop Drawings as required and resubmit as specified for initial Submittals.
- B. Indicate on Shop Drawings any changes that have been made other than those requested by City.
- C. Submit new Product Data and Samples as required for initial Submittals.
- D. Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.

Number of resubmissions:

One (1) reexamination of Contractor's Submittals that have been returned for correction or replacement will be included in City's budget. Any additional reexamination of Contractor's Submittals will be considered additional scope services to be paid by Contractor through City. Contractor shall pay City (or City may deduct from any progress or final payment), for engineering personnel, on an hourly basis at 2.5 times direct payroll expenses, and for consultant personnel time at 1.25 times the amount billed City.

Schedule of Shop Drawing and Sample Submittals

- A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Document 00700 (General Conditions). Submit two copies of final and accepted Schedule of Shop Drawings and Sample Submittals as required in this Document.
- A. Schedule of Shop Drawing and Sample Submittals will be used by City to schedule its activities relating to review of Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long-lead-time items and of items that require extensive review.
- B. Schedule of Shop Drawing and Sample Submittals will be reviewed by City and shall be revised and resubmitted until accepted by City.
- D. Unless otherwise specified, make Submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Identify on the Submittal which Submittals should be reviewed together.

Safety Program

Submit three (3) copies of Safety Program specific to these Contract Documents to City within 15 days after the Notice to Proceed is issued.

Progress Schedule

- A. Submit three (3) print copies of schedule at each of the following times:
 - 1. Initial Progress Schedule at the Preconstruction Conference.
 - 2. Original Schedule within 20 Days of the Notice to Proceed date.
 - 3. Adjustments to the Schedule as required.
 - 4. Schedule updates monthly, seven (7) Days prior to monthly progress meeting.
- B. Submit four (4) copies of the reports listed in this document with:
 - 1. Initial Schedule
 - 2. Original Schedule
 - 3. Each monthly Schedule update
- C. Progress Schedules and Reports shall be submitted on a CD Ram, using software described in this Document, in addition to hard copies specified in this paragraph. Electronic files shall be complete copies, including all programs and electronic coding

Product Data

Within ten (10) Days after Start Date of the Contract Time, submit two (2) copies of complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.

For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

Product or Catalog Data:

- A. Manufacturer's standard drawings shall be modified to delete non-applicable data or include applicable data.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data:
 - 1. Mark each copy to identify pertinent materials, products, or models.
 - 2. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
 - 3. Include applicable MSDS.

Supplemental Data:

- 1. Submit number of copies that Contractor requires, plus two (2) copies that will be retained by City.
- 2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.
- D. Provide copies for Project Record Documents described in this Document.

Shop Drawings

- A. Minimum Sheet Size: 8½ inches by 11 inches. All others: Multiples of 8½ inches by 11 inches, 34 inches by 44 inches maximum.
- B. Original sheet or reproducible transparency will be marked with City's review comments and returned to Contractor.
- C. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.
- D. Include manufacturers' installation instructions when required by Specification Section.
- E. If Contractor submits Shop Drawings for items that Shop Drawings are not specified, City will not be obliged to review them.
- E. Contractor is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.
- F. Shop Drawings shall be drawn to scale and completely dimensioned, giving plan view together with such sectional views as are necessary to clearly show construction detail and methods.
- H. After Shop Drawings are approved contractor shall provide an electronic copy of them to the City when requested.

Samples

- A. Submit full range of manufacturers' standard colors, textures, and patterns for City's selection.
- B. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.
- C. Include identification on each sample, giving full information.
- D. Sizes: Unless otherwise specified, provide the following:
 - 1. Paint Chips: Manufacturers' standard
 - 2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
 - 3. Linear Products: Minimum 6 inches, maximum 12 inches long
 - 4. Bulk Products: Minimum 1 pint, maximum 1 gallon
- E. Full size samples may be used in Work upon approval by City.
- F. Field Samples and Mock-ups (if applicable):
 - 1. Erect field samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.
 - 2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by City.
 - 3. Approved field samples and mock-ups may be used in Work upon approval by City.
 - 4. Construct or prepare as many additional Samples as may be required, as directed by the City, until desired textures, finishes, and/or colors are obtained.
 - 5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.
- G. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.
- H. Finishes, materials, and workmanship in the completed Work shall match accepted Samples

Quality Assurance Control Submittals

A. Test Reports:

Submit three (3) copies; One copy will be marked with City's review comments and returned to Contractor.

Indicate that material or product conforms to or exceeds specified requirements.

Reports may be from recent or previous tests on material or product, but shall be acceptable to City.

Comply with requirements of each individual Specification Section.

B Certificates:

Submit five (5) copies; One copy will be marked with City's review comments and returned to Contractor.

Indicate that material or product conforms to or exceeds specified requirements.

Submit supporting reference data, affidavits, and certifications as appropriate.

Certificates may be recent or from previous test results on material or product, but shall be acceptable to City.

C. Manufacturers' Instructions:

Submit three (3) copies; One copy will be marked with City's review comments and returned to Contractor.

Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.

Identify conflicts between manufacturers' instructions and Contract Documents.

D. Material Safety Data Sheets:

In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, submit five (5) copies for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.

MSDS required for a Submittal shall be submitted with product data in order for the Submittal to be reviewed.

E. Installation, Operations and Maintenance Manuals

Sheet Size: 8½ x 11 inch

Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.

Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching.

Multiple Items: Multiple items may be combined into one (1) binder; tab each section with plastic-coated dividers.

Page Protectors: Provide plastic sheet lifters prior to first page and following last page.

Binder title: Include the following title on front and spine of binder:

PROJECT TITLE
INSTALLATION, OPERATION, AND MAINTENANCE MANUAL, 200_

Contents:

1. Introductory Information:
 - a. Title page providing the same information as paragraph 0 above
 - b. Contractor's name, address, and telephone number
 - c. Table of Contents

2. Include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:
 - a. Equipment function, normal operating characteristics, limiting operations.
 - b. Assembly, disassembly, installation, alignment, adjustment, and checking instructions.
 - c. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
 - d. Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.
 - e. Guide to "troubleshooting."
 - f. Parts list and predicted life of parts subject to wear.
 - g. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.
 - h. Test data and performance curves.
 - i. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
 - j. Copies of parts lists or other documents packed with equipment when delivered.
 - k. Instrumentation or tag numbers relating the equipment back to the Contract Documents.
 - l. Index
3. Final Submittal: Upon favorable review of Installation, Operation, and Maintenance Manual(s) by City, deliver nine (9) additional hard copies and one (1) electronic media format copy of the final approved Installation, Operation, and Maintenance Manual(s). Electronic media format copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. The City utilizes various media for records-keeping and facilitating maintenance functions.
4. Electronic Media Format: Compatible with City's current software. All files shall be delivered on a unique CD-ROM.
5. Draft Submittal: The Draft Submittal of Installation, Operation and Maintenance Manuals shall be submitted to City prior to equipment startup.

F. Project Record Documents

Submit one copy of each of the Project Record Documents listed in these Documents.

G. Delay of Submittals

Delay of Submittals by Contractor is considered avoidable delay. Liquidated damages incurred because of late Submittals will be assessed to Contractor.

H. Optional Review Meeting

At the Contractor's request, in order to facilitate the timeliness of the review process, the City may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply:

Request a meeting date with the City at least ten (10) Business Days in advance.

Provide the complete package of Submittal information at least five (5) Business Days in advance of the meeting.

The meeting shall take place at City's office. City will provide the authorized staff to review and respond on the Submittal information during the meeting.

Make available for this meeting the job superintendent and/or foreman, Contractor's safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes.

4.3 Conformity with Contract Documents and Allowable Deviations

Work and materials shall conform to the lines, grades, typical cross sections, dimensions and materials requirements, including tolerances, shown on the plans or indicated in the specifications. Although measurements, sampling, and testing may be considered evidence as to conformity, City shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and City's decision as to any allowable deviations therefrom shall be final.

4.4 Order of Work

When required by the Contract Documents, Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming to those requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

4.5 Drawings and Data to be Furnished by City

City may issue supplemental Drawings for the construction work under the Contract. These Drawings will show additional details as required for construction purposes. Installation instructions for City-furnished materials will be furnished if required.

4.6 Superintendence

Contractor shall designate, in writing before starting Work, an authorized representative who shall have complete authority to represent and act for Contractor. Said authorized representative of Contractor shall normally be present at the Site of the Work at all times while Work is actually in progress on the Contract. During any period when Work is suspended, arrangements acceptable to City shall be made for any emergency work which may be required.

Whenever Contractor or an authorized representative is not present on any part of the Work where it may be desired to give direction, orders will be given by City, which shall be received and obeyed by the superintendent who may have charge of the particular work in reference to which the orders are given. Any order given by City, not otherwise required by the Specifications to be in writing, will, on request of Contractor, be given or confirmed by City in writing.

Contractor shall designate, in writing, the names and telephone numbers of at least three representatives who could be contacted at any time in the event that an emergency occurs.

See Document 00520 Liquidated Damages due to change in Key Personnel on the project.

4.7 Character of Workers

Any subcontractor, or person employed by Contractor or subcontractor, who fails or refuses to carry out the directions of City, or appears to City to be incompetent or to act in a disorderly or improper manner, shall be removed from the Work immediately on the written request of City, and such person shall not again be employed on the Work.

4.8 Layout of Work and Surveys

All Work shall be done to the lines, grades, and elevations indicated on the Drawings.

City shall provide basic horizontal and vertical control points to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work.

Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish at its cost competent persons and such tools, stakes, and other materials as City (and/or any Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.

Contractor shall keep City informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by City may be done with minimum inconvenience to City and minimum delay to Contractor.

Contractor shall remove and reconstruct Work which is improperly located.

4.9 **Warranty and Inspection**

General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

Extended Guarantees: Any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply City with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

Inspection. City shall at all times have access to the Work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the quality of performance are in accordance with the requirements and intentions of the Drawings and Specifications. All Work done and all materials furnished shall be subject to City's inspection and approval.

The day-to-day inspection performed by the various inspectors employed by City shall not constitute approval or ratification of Work improperly done by Contractor. City is the only person authorized to recommend acceptance or rejection of Work and materials.

The presence or absence of an inspector during performance of the Work shall not relieve Contractor of any obligation to fulfill the Contract. It shall be the duty of Contractor to see that all provisions are complied with in detail, irrespective of the inspection given the Work during its progress by City or representatives of City. Any plan or method suggested to Contractor by City or an inspector, but not specified or required, if adopted or followed in whole or in part, shall be used at the risk and responsibility of Contractor; and City and City will assume no responsibility therefore.

Should it be considered necessary or advisable by City at any time before Acceptance of the entire Work to make an examination of Work already completed by removing or tearing out same, Contractor shall, on request, promptly furnish all necessary facilities, labor, and material. If such Work is found to be defective or nonconforming in any material respect, due to the fault of Contractor or subcontractors, Contractor shall pay all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract Price to compensate Contractor for the additional services involved in such examination and reconstruction and, if completion of the Work has been delayed thereby, Contractor shall, in addition, be granted an appropriate extension of time.

Projects financed in whole or part with federal or state funds shall be subject to inspection at all times by the federal or state agency involved.

Any inspection, evaluation, or test performed by or on behalf of City relating to the Work is solely for the benefit of City, and shall not be relied upon by Contractor. Contractor shall not be relieved of its absolute obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by City, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

- A. Execute Contractor's submittals and assemble warranty documents, and installation, operations and maintenance manuals, executed or supplied by Subcontractors, suppliers, and manufacturers.
- Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
 - Include contact names and phone numbers for City personnel to call during warranty period.
 - Assemble in Specification Section order.
- B. Submit material prior to final application for payment.
- For equipment put into use with City's permission during construction, submit within 14 Days after first operation.
 - For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
 - Warranties are intended to protect City against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.
- C. Limitations: Warranties are not intended to cover failures that result from the following:
- Unusual or abnormal phenomena of the elements
 - Vandalism after Substantial Completion
 - Insurrection or acts of aggression including war
- D. Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.
- E. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.
- F. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.
- G. Warranty Forms: Submit drafts to City for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
- Warranty shall be countersigned by manufacturers.
 - Where specified, warranty shall be countersigned by Subcontractors and installers.
 - Rejection of Warranties: City reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
- H. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
- Detailed specifications for certain materials, equipment or systems require longer warranty periods.
 - Materials, equipment or systems are put into beneficial use of City prior to Final Completion as agreed to in writing by City.
- I. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to City free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or

impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of City.

4.10 Defective and Unauthorized Work

All Work which has been rejected shall be remedied promptly (no later than five days) or removed and replaced by Contractor in an acceptable manner at no additional cost to City.

Payment will not be made for any Work done beyond the lines and grades shown on the Drawings or established by City, or any extra Work done without written authority, and such Work will be -considered as unauthorized. Work so done may be ordered remedied, removed, or replaced.

If Contractor should fail to comply promptly with any order of City made under the provisions of this, City may cause rejected or unauthorized Work to be remedied, removed, or replaced, and the costs thereof to be deducted from any moneys due or to become due Contractor.

4.11 Construction Equipment and Plant

Contractor shall provide and use construction equipment and plant capable of producing the quality and quantity of Work required. Construction equipment shall be identified by readily visible numbers. If ordered, Contractor shall remove unsatisfactory construction equipment and discontinue the operation of unsatisfactory plants.

4.12 Substantial Completion, Final Completion and Final Acceptance

A. Substantial Completion

The Work (or a specified part thereof) has progressed to the point where, in the opinion of City as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final acceptance as evidenced by written recommendation of City for final acceptance. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to City, with list of items remaining to be completed or corrected.
2. Within reasonable time, City will inspect to determine status of completion.
3. Should City determine that Work is not Substantially Complete, City will promptly notify Contractor in writing, listing all defects and omissions.
4. Remedy deficiencies and send a second written notice of Substantial Completion. City will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Contractor shall pay City's cost of the reinspection.
5. When City concurs that Work is Substantially Complete, City will issue a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by City.
6. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided.

B. Final Completion

When the Work authorized by the Contract has been completed, City will make the final inspection. If City determines that the Work has been completed, in accordance with the Contract, City will recommend that the Work be accepted. Contractor will be relieved of the responsibility imposed by Section 6.15, Contractor's Responsibility for Work, on the date of Acceptance.

Final Completion occurs when Work meets requirements for City's Final Completion. When Contractor considers Work is Finally Complete, submit written certification that:

1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.

2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of City, and are operative.
3. Work is complete and ready for final inspection.
4. All systems having been tested and accepted as having met requirements of Contract Documents.
5. All required instructions and training sessions having been given by Contractor.
6. All closeout documents having been submitted by Contractor, reviewed by City and accepted by City.
7. All punch list work, as directed by City, having been completed by Contractor.
8. All final cleanup and completion activities having been completed by Contractor.

In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

When City finds Work is acceptable and final closeout submittals are complete, City will issue final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should City determine that Work is incomplete or defective:

1. City promptly will so notify Contractor, in writing, listing the incomplete or defective items.
2. Promptly remedy the deficiencies and notify the City when it is ready for reinspection.
3. When City determines that the Work is acceptable under the Contract Documents, City will request Contractor to make closeout submittals.

Final adjustments of accounts:

1. Submit a final statement of accounting to City, showing all adjustments to the Contract Sum and complete and execute Document 00650 (Contract and Release of Any and All Claims).
2. If so required, City shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

C. Final Acceptance

The City will record a "Notice of Completion" after the City accepts the project as complete. The final payment including without limitation on retentions will be made 35 days after the Notice of Completion has been recorded by the County, provide there are no outstanding punchlist items or deficiencies in the project. The final payment will be fewer sums as may be lawfully retained under any provisions of the contract documents or by law.

D. Project Guarantee

Requirements for Contractor's guarantee of completed Work are included in this Document. Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.

Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by City shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

City may make repairs to defective Work as set forth in this Document.

If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to City, City shall have right to operate and use materials or equipment until said materials and equipment can, without damage to City, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

Nothing in this Document shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to City for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by City of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

4.13 Use Prior to Final Acceptance

City may take possession of, and use, all or part of the Project prior to Final Acceptance.

SECTION 5. CONTROL OF MATERIALS

5.1 Source of Supply and Quality of Materials.

Contractor shall furnish all materials required to complete the work, except materials that are designated in the specifications to be furnished by City.

Only materials conforming to the requirements of the specifications shall be incorporated in the work.

The materials furnished and used shall be new, except as may be provided elsewhere in these specifications, on the plans or in the Special Provisions. The materials shall be manufactured, handled, and use in a workmanlike manner to ensure completed work in accordance with the plans and specifications. Materials to be used in the work will be subject to inspection and tests by City or City's designated representative. Contractor shall furnish without charge such samples as may be required.

Contractor shall furnish City a list of Contractor's sources of materials and the locations at which those materials will be available for inspection. The list shall be submitted on a City approved form and shall be furnished to City in sufficient time to permit inspection and testing of materials to be furnished from the listed sources in advance of their use. City may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until City is assured by Contractor of the cooperation and assistance of both Contractor and the supplier of the material. Contractor shall assure that City or City's authorized representative has free access at all times to the material to be inspected, sampled or tested. It is understood that the inspections and tests if made at any point other than the point of incorporation in the work in no way shall be considered a guaranty of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the State shall not relieve Contractor or Contractor's suppliers of responsibility for quality control.

Manufacturers' warranties, guaranties, instruction sheets and parts lists, which are furnished with certain Sections or materials incorporated in the work, shall be delivered to City before acceptance of the contract.

Reports and records of inspections made and tests performed, when available at the site of the work, may be examined by Contractor.

5.2 City-Furnished Materials.

Materials which are listed as City-furnished materials in the Special Provisions will be available to Contractor free of charge.

Contractor shall submit a written request to City for the delivery of City-furnished materials at least 15 days in advance of the date of its intended use, except that the written request for the delivery of City-furnished sign

panels for roadside signs and overhead sign structures shall be submitted at least 30 days in advance of their intended installation. The request shall state the quantity and the type of each material.

The locations at which City-furnished materials will be available to Contractor free of charge will be designated in the Special Provisions. In those cases said materials shall be hauled to the site of the work by Contractor at Contractor's expense, including any necessary loading and unloading that may be involved. If the locations are not designated in the Special Provisions, City-furnished materials will be furnished to Contractor free of charge at the site of the project. In either case, all costs of handling and placing City-furnished material shall be considered as included in the price paid for the contract item involving the State-furnished material.

Contractor shall be responsible for all City-furnished materials furnished to Contractor, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by Contractor at Contractor's expense. Contractor shall be liable to City for the cost of replacing City-furnished material and those costs may be deducted from any moneys due or to become due Contractor. All City-furnished material that is not used on the work shall remain the property of the State and shall be delivered to City.

City reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

5.3 Storage of Materials

Sections or materials to be incorporated in the work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the work, and to facilitate inspection.

5.4 Defective Materials

All materials which City has determined to not conform to the requirements of the plans and specifications will be rejected whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by City. No rejected material, the defects of which have been subsequently corrected, shall be used in the work unless approval in writing has been given by City. Upon failure of Contractor to comply promptly with any order of City made under the provisions in this Section 5, City shall have authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any moneys due or to become due Contractor.

5.5 Plant Inspection

City may inspect the production of material, or the manufacture of products at the source of supply.

Plant inspection, however, will not be undertaken until City is assured of the cooperation and assistance of both Contractor and the material producer. City or City's authorized representative shall have free entry at all times to those parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. City assumes no obligation to inspect materials at the source of supply.

5.6 Certificates of Compliance

A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the Special Provisions require that a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, City may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve Contractor of the requirements of the plans and specifications and any material not conforming to the requirements will be subject to rejection whether in place or not.

City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by City.

5.7 State Specification Numbers

The State Specification number of material furnished on the contract shall conform to the number specified in these specifications or the Special Provisions for the material involve, except that material conforming to a later specification issue will be acceptable.

5.8 Testing

Unless otherwise specified, all tests shall be performed in accordance with the methods used by the Department of Transportation and shall be made by the Engineer or the Engineer's designated representative.

The Department has developed methods for testing the quality of materials and work. These methods are identified by number and are referred to in the specifications as California Test. Copies of individual California Tests are available at the Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.

Whenever the specifications require compliance with specified values for the following properties, tests will be made by the California Test indicated unless otherwise specified:

Properties	California Test
Relative Compaction	216 or 231
Sand Equivalent	217
Resistance (R-value)	301
Grading (Sieve Analysis)	202
Durability Index	229

Whenever a reference is made in the specifications to a California Test by number, it shall mean the California Test in effect on the day the Notice to Contractors for the work is dated.

Whenever the specifications provide an option between 2 or more tests, the Engineer will determine the test to be used.

Whenever a reference is made in the specifications to a specification, manual or test designation either of the American Society for Testing and Materials, the American Association of State Highway and Transportation Officials, Federal Specifications or any other recognized national organization, and the number or other identification representing the year of adoption or latest revision is omitted, it shall mean the specification, manual or test designation in effect on the day the Notice to Contractors for the work is dated. Whenever the specification, manual or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of those reports, identified as to the lot of material, shall be furnished to the Engineer. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions in Section 5, "Control of Materials," and shall not constitute a waiver of the City's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Engineer may, at the Engineer's discretion, select random samples from the lot for testing. Test specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished by the Contractor at the Contractor's expense. The number of the samples and test specimens shall be entirely at the discretion of the Engineer. Unidentified metal products, such as sheet, plate and hardware shall be subject to the requirements of Section 55-2.07, "Unidentified Stock Material."

When requested by the Engineer, the Contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Engineer, except as provided in Section 5.6, "Certificates of Compliance." Samples of material from local sources shall be taken by or in the presence of the Engineer; otherwise, the samples will not be considered for testing.

Whenever the provisions of this Section refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

- A. City will select an independent testing and inspection agency or agencies to conduct tests and inspections as indicated on Drawings, in Specifications and as required by governing authorities having jurisdiction.
1. Responsibility for time and costs shall be as indicated in schedule below. All time and costs for Contractor's service related to such tests and inspections shall be included in Contract Time and Contract Sum.
 2. Notify City in writing (and, if provided, on inspection request form provided by City) and, if directed by City, testing and inspection agency, when Work is ready for specified tests and inspections. Deliver this written notification at least two (2) working days before the requested inspection date.
- B. Contractor pays for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following: The amount deducted will be determined by City and deducted from moneys due or to become due to Contractor.
1. Contractor's failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
 2. Costs for testing of materials and work found to be unacceptable, as determined by the test performed by City.
 3. Changes in sources, lots, or suppliers of products after original tests or inspections.
 4. Changes in means, methods, techniques, sequences, and procedures of construction that necessitate additional testing, inspection, and related services.
 5. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.
 6. Contractor submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.
- C. If initial tests or inspections made by the testing and inspection agency reveal that materials do not comply with Contract Documents, or if City has reasonable doubt that materials do not comply with Contract Documents, additional tests and inspections shall be made as directed.
1. If additional tests and inspections establish that materials comply with Contract Documents, City shall pay all costs for such tests and inspections.
 2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.

If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor. The results of the testing shall be made available to the Engineer upon request. These tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.

Full compensation for performing quality control tests and making the results available to the Engineer shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

SECTION 6. LEGAL RELATIONS AND RESPONSIBILITY

6.1 Laws to be Observed

Contractor shall remain informed of and in compliance with all applicable existing and future federal, state, county, and municipal laws, codes, ordinances, rules and regulations, including but not limited to, those cited herein.

6.2 Labor Discrimination

In the performance of the Contract, Contractor shall not discriminate against an employee or applicant for employment because of race, color, religious creed, ancestry, sex, age, national origin, physical handicap, medical condition, or marital status. Section 1735 of the Labor Code and Sections 12990 et seq. of the Government Code are incorporated herein in full by this reference.

Contractor and each subcontractor shall submit monthly an employee utilization report, substantially conforming to U.S. Department of Labor Form CC-257 (Rev. 9/78 or successor).

6.3 Employment of Labor

In the employment of labor in the performance of the Contract, City desires that Contractor and all subcontractors shall, wherever possible, give first consideration to residents of the County.

6.4 Prevailing Wages

In accordance with provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the work. These rates are set forth in the latest determination obtained from the Director, which is on file in the office of the Director of Public Works and incorporated herein by reference the same as though set out in full. Post copy of general prevailing rates at site.

Contractor shall forfeit as a penalty to City, \$50 for each day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any public work done under the Contract by Contractor or by any subcontractor in violation of the provisions of the Labor Code, particularly Sections 1770 through 1780, inclusive.

Each contractor and 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 by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in accordance with the provisions of Section 1776 of the Labor Code.

Contractor shall inform City of the location of the payroll records, including the street address, city, and county, and shall, within 5 working days, provide a notice of a change in location and address. The responsibility for compliance with payroll record requirements imposed by said Section 1776 of the Labor Code is on the prime Contractor.

A copy of all payrolls shall be submitted weekly to City. Payrolls shall contain the full name, address, and Social Security number of each employee, his or her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and Social Security number need only appear on the first payroll on which his or her name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Contract. The "Statement of Compliance" shall be on forms furnished by City or on any form with identical wording. Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

If, by the 15th of the month, Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the first of that month, City will retain an amount equal to 10 percent of the estimated value of the work performed (exclusive of mobilization) during the month from the next monthly estimate, except that such retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the Contract. The retention for failure to submit satisfactory payrolls for any monthly period will be released for payment when the monthly estimate for partial payments next following the date that all such payrolls for which the retention was made are submitted.

Contractor and each subcontractor shall preserve their respective payroll records for a period of 4 years from the date of filing a Notice of Completion and Acceptance under the Contract.

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment, or tools used in or upon the work, shall be considered a part of the work to be performed under the Contract and any laborers, workers, or mechanics working on such machinery, equipment, or tools, shall be subject to all of the requirements relating to labor set forth in the Contract.

The construction, erection, and operation of material production, proportioning, or mixing plants from which material is used wholly on the Contract or on contracts under the supervision of City, shall be considered a part of the work to be performed under the Contract and any laborers, workers, or mechanics working on such plants shall be subject to all of the requirements relating to labor set forth in the Contract.

6.5 Hours of Labor and Work

Eight hours' labor constitutes a legal day's work. Contractor shall forfeit as a penalty to City, \$25 for each worker employed in the execution of the Contract by Contractor or by any subcontractor for each day during which such worker is required or permitted to labor more than 8 hours in violation of Labor Code Sections 1810 to 1815, inclusive, except as provided for under Labor Code Section 1815.

Work hours are **7:00 A.M.** to **8:00 P.M.**, Monday through Friday. No weekend, holiday or night work will be allowed without written approval from the City.

6.6 Apprentices

Contractor's attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by Contractor or any subcontractor.

Section 1777.5 requires Contractor or subcontractor employing persons, as defined, in any apprenticeable occupation to apply to the joint apprenticeship committee which is nearest the Site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of work performed by apprentices to journeymen in such cases shall not be less than 1 hour to 5 hours, except when the committee finds that any one of the following conditions is met:

- A. In the event unemployment for the previous 3-month period in the project Site area exceeds an average of 15 percent, or
- B. In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- C. If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- D. If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his/her life or the life, safety, or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

Contractor is required to make contributions to funds established for the administration of apprenticeship programs if Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works Site are making such contributions.

Contractor and any subcontractor shall comply with the requirements of Section 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

6.7 Permits and Licenses

Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the prosecution of the work, except as provided in the Special Provisions.

6.8 Patents and Copyrights

Contractor shall assume all costs including any costs of defense arising from the use of any copyrighted composition, secret process, patented or unpatented invention, Section, equipment, device, or appliance manufactured, furnished, or used in the performance of the Contract, including their use by City, unless otherwise specifically stipulated in the Specifications.

6.9 Public Safety and Traffic Control

Contractor shall furnish, erect, and maintain such fences, barriers, lights, and signs and provide such flagging and guards as are necessary in the opinion of City or public agency having jurisdiction, to give adequate warning to the public of the construction and of any dangerous condition to be encountered as a result thereof.

Without limiting the foregoing, signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the MUTCD and of the MUTCD California Supplement. Signs or other protective devices furnished and erected by Contractor, at Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the specifications. Signs furnished and erected by Contractor, at Contractor's expense, shall be approved by City as to size, wording and location.

The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public.

Unless otherwise provided in the special provisions, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible. Where possible, public traffic shall be routed on new or existing paved surfaces.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.

Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work, and other forces will continue routine maintenance of existing systems. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

The Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic. The Engineer will determine which signs shall be covered. Except as otherwise provided for construction area signs in Section 12, "Construction Area Traffic Control Devices," furnishing, installing and removing covers will be paid for as extra work as provided in Section 3.3.

No lane closure shall be permitted before 7:00 A.M. or after 5:00 P.M. Mondays through Fridays. Only under special conditions shall the City have the right to permit lane closure before 7:00 A.M. and after 5:00 P.M.

All costs of the above shall be included in the price bid for the various bid items and no special compensation will be allowed.

The Contractor shall maintain a minimum of two (2) travel lanes for traffic use, one in each direction at all times.

6.10 Accident Prevention

Contractor shall comply with the California Occupational Safety and Health Act (Labor Code Section 6300 et seq.) and Title 8 of the Code of Regulations, and will also take, or cause to be taken, such additional measures as may be necessary for the prevention of accidents.

Designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by City Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by City, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by City.

Prior to commencement of Work Contractor shall (1) submit proposals in writing for effectuating provisions for accident prevention, and (2) meet in conference with City to discuss and develop mutual understandings relative to administration of an overall safety program.

During the performance of Work under the Contract, Contractor shall institute controls and procedures for the control and safety of persons visiting the job-Site.

Contractor shall maintain an accurate record of, and shall report to City in writing, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment incident to Work performed under the Contract.

City will notify Contractor of any noncompliance with the foregoing provisions. Contractor shall, after receipt of such notice, immediately take corrective action. If Contractor fails or refuses to comply immediately, the matter will be referred to the proper authority. No part of the time lost due to any stop order issued by proper authority shall be made the subject or claim for extension of time or for extra costs or damages by Contractor.

Compliance with the provisions of this Section by Subcontractors will be the responsibility of Contractor.

6.11 Explosives and Stream Pollution

This section not applicable to City projects.

6.12 Fire Protection Plan

Within 15 days after Notice of Proceed submit one copy of a fire protection plan that has been reviewed and approved by the Santa Clara County Fire Department. It is recommended that the plan include, but not be limited to, a discussion of the following items:

- A Equipment spark arresters
- B Fire-extinguishing equipment on hand
- C Method of operation in case of fire
- D Notification to authorities of any fire
- E Access available during performance of Work
- F Educating workers of fire protection plan
- G Storage protection for flammable materials
- H Ventilation and illumination equipment

6.13 Interference with Fire Hydrants, Highways, and Fences

Contractor shall conduct operations as not too close or obstruct any portion of any highway, road, or street, or prevent in any way free access to fire hydrants until permits have been obtained therefor from the proper authorities. If any highway required to be kept open shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary guards as shall be acceptable to the authorities having jurisdiction and to City. Any highway or street maintenance or repair work required by local authorities in connection with necessary operations under the Contract shall be performed by Contractor at Contractor's own cost and expense. Fences subject to interference shall be maintained as effective barriers consistent with the original intent but, upon approval of City, they may be moved or rearranged to facilitate prosecution of the Work until the Work is finished, after which they shall be restored to their original location in an equal or better condition that existed prior to rearrangement.

6.14 Preservation of Property

Contractor shall not damage existing improvements, utility facilities, and adjacent property, real and personal. The fact that any existing underground improvement or facility is not shown on the Drawings shall not relieve Contractor of responsibility to ascertain the existence of any underground improvement or facility which may be subject to damage by reason of Contractor's operations.

Any damage to improvements or property, whether above or below the ground, private or public, within or adjacent to the project limits, arising from, or in consequence of, the performance of the Contract shall be repaired at once by Contractor. If City requires such repair to be made prior to the execution or continued performance of any part of the Work included in this Contract, City will so notify Contractor who shall delay or discontinue the performance of that part of the Work until the necessary repair has been made. Such delay shall not be considered unavoidable, and no extension of time for completion of the Contract will be allowed therefor.

When ordered by City to make any such repair, Contractor shall start work thereon within four (4) hours and shall prosecute the same with diligence to completion. Upon failure of Contractor to so comply with such order, or upon Contractor's failure to make immediate emergency repairs reasonably determined by City to be necessary in the best interests of the public, City shall have authority to cause such repair to be made and to deduct the costs thereof from any money due, or which may become due, Contractor.

In an emergency affecting the safety of life or property including adjoining property, Contractor shall act to prevent, to the extent possible, such threatened loss or injury, whether or not instructed to do so by City.

6.15 Contractor's Responsibility for Work

Until Final Acceptance of the Work, Contractor shall have the charge and care of the work and of the materials to be used therein, and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The materials to be used in the Work include both those furnished by City and those furnished by Contractor, including materials for which Contractor has received partial payment as provided in Section 8.3, Progress Payment.

6.16 Indemnification and Hold Harmless

Contractor shall, to the fullest extent allowed by law, indemnify, and when the City requests with respect to a claim provide a deposit for the defense of, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers against any and all liability, claims, stop notices, actions, causes of action or demands whatsoever from and against any of them, including any injury to or death of any person or damage to property or other liability of any nature, arising out of, pertaining to, or related to the performance of this Agreement by Contractor or Contractor's employees, officers, officials, agents or independent contractors. Contractor shall not be obligated under this Agreement to indemnify City to the extent that the damage is caused by the sole or active negligence or willful misconduct of City, its agents or employees. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in these sections from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this agreement. If Contractor fails to obtain such indemnity

obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

With respect to third party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against City, and each of their officers, employees, consultants and agents, including, but not limited to, the Council, City representative.

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party[s] indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, or completion of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, City may in its discretion back charge Contractor for its costs and damages resulting there from and withhold such sums from progress payments or other contract monies which may become due.

6.17 Payment of Taxes

Except as otherwise specifically provided in the Special Provisions, the Contract Prices shall include full compensation for all current and future taxes of any type which Contractor is required to pay, whether imposed by federal, state, or local government, and no tax exemption certificate or any other document designed to exempt Contractor from payment of tax will be furnished to Contractor by City.

6.18 Cooperation with Others

City reserves the right to do other work on or near the Project. Contractor shall cooperate with others and conduct Work so as to facilitate work by City or others and prevent delay, additional expense, or hindrance thereto. Contractor shall request from, and exchange with others, Drawings, data, and information as necessary to insure proper completion of the project and work of others. Contractor shall furnish copies of correspondence and Drawings exchanged with other contractors to City.

Contractor shall conduct, adjust, correct, and coordinate Work with work of others so that the Project shall be free of defects.

6.19 Property Rights in Materials

Nothing in the Contract shall be construed as vesting in Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for 90 percent of the value of materials delivered to the Site of the work, whether or not they have been so attached or affixed. All such materials shall become the property of City upon being so attached or affixed or upon payment of such 90 percent of the value of materials delivered by Contractor on the ground and not used.

6.20 Rights in Land and Improvements

Nothing in these Specifications shall be construed as allowing Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between City and any owner, former owner, or tenant of such land, structure, or building.

6.21 Title to Materials Found on the Work

The title to all water and to the right to the use of all water, to all soil, stone, gravel, sand, minerals, and all other materials developed or obtained in the excavation or other operations by Contractor or any subcontractor, or any of their employees, and the right to use or dispose of the same, are hereby expressly reserved by City, and neither Contractor, nor any subcontractor, nor any of their employees shall have any right, title, or interest in or to any part thereof; neither shall they, nor any of them, assert or make any claim thereto. Contractor may be permitted to use in the Work, without charge, any such materials which meet the requirements of these Specifications.

6.22 Trespass

Contractor shall be responsible for all damage or injury which may be caused on any property by trespass by Contractor, any subcontractor, or their employees in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of Contractor.

6.23 Subcontracting

The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under the Contractor's control.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor and the Contractor will be held responsible for their work, which shall be subject to the provisions of the contract and specifications.

The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than the percentage listed in Document 00100 Advertisement for Bid, of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. When items of work in the Bid Form, (Document 00400) are preceded by the letters (S), those items are designated as "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.

Subcontracts shall include provisions that the contract between the City and the Contractor is part of the subcontract, and that all terms and provisions of the contract are incorporated in the subcontract. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted work. Copies of subcontracts shall be available to the Engineer upon written request, and shall be provided to the Engineer at the time any litigation against the City concerning the project is filed.

Before work is started on a subcontract, the Contractor shall file with the Engineer a written statement showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the work to be subcontracted.

Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

Contractor shall comply with Subletting and Subcontracting Fair Practices Act commencing with Section 4100 of the Public Contract Code Violations shall subject Contractor to penalties described in the Act.

In accordance with Section 4107 of the Public Contract Code, City Council or its designated authorized officer is the awarding authority for the purpose of consenting to a substitute subcontractor.

6.24 Tunnel Construction Safety

Attention is directed to Labor Code Sections 7950 and following, concerning tunnel safety. Contractor shall notify the Division of Occupational Safety and Health and City before any initial construction may be started at any tunnels. A pre-job safety conference, to be arranged for by Contractor, shall be held for all underground operations. City shall be notified of the time and place of such conference. The tunnel classification prepared by the Division of Occupational Safety and Health shall be prominently posted at the Site by Contractor. City will obtain this classification prior to the request for bids, whenever possible, and make it available to Contractor.

6.25 Cultural Resources

If cultural resources are encountered during construction of the Project, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify City immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for City to evaluate the nature and significance of the find, and implement appropriate management procedures.

In the event that prehistoric human remains are encountered, ground-disturbing activities at that location shall cease immediately. Contractor shall notify City immediately upon encountering human remains. Contractor shall be prepared to move on to another location or phase of Work to allow the City to notify the proper authorities and assess management of the situation.

Contractor is advised that if burials or archaeological artifacts are encountered, it may be necessary to suspend Work on the project in order to comply with the above requirements. Payment for a delay of more than 1 working day for each occurrence will be made in accordance with Section 3.

6.26 Sound Control

Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

Grading, construction and demolition activities shall be allowed to exceed the noise limits of Section 10.48.040 of the Cupertino Municipal Code during the daytime hours; provided that the equipment utilized has high quality noise muffler and abatement devices installed and in good condition and the activity meets one of the following criteria:

- A No individual device produces a noise level more than 87 dBA at a distance of twenty-five feet (25') (7.5 meters).
- B A noise level on any nearby property does not exceed 80 dBA. It is a violation of the Cupertino Municipal Code to engage in any grading, street construction or underground utility work within seven hundred fifty feet (750') of a residential area on Saturdays, Sundays, holidays, and during the nighttime period except as provided in Section 10.48.030 of the Cupertino Municipal Code.
- C Grading, construction, or demolition occurring during nighttime period shall not be allowed unless they meet the nighttime standards of Section 10.48.040 of the Cupertino Municipal Code.

6.27 Site Security

Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of the City and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.

Contractor shall repair all damage to City's property resulting from Contractor's failure to provide adequate security measures at no cost to City.

Contractor shall maintain a lock on the Construction access gate at all times.

Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

Contractor shall provide a Safety Program in accordance with all applicable federal, state, and local regulation codes, rules, laws and ordinances.

6.28 Public Facilities

Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.

Contractor's attention is directed to the existence of underground sewer, water, gas, power, telephone and cable and other utilities within the areas in which Work is to be performed. Contractor shall, at least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify the following owners of these Underground Facilities:

- A. Storm drainage lines:**
City of Cupertino
- B. Water:**
San Jose Water Co., 374 West Santa Clara, San Jose, CA 95113-9971, Phone: 408-279-7900
- C. Cable:**
Comcast, 1900 S. Tenth St., San Jose, CA 95112, Phone: 408-918-3230
- D. Electrical/Gas:**
Pacific Gas & Electric, 10900 N. Blaney Ave., Cupertino, CA 95014, Phone: 408-725-2098
- E. Phone:**
Pacific Bell/AT&T, 3475 B N. First Street, San Jose, CA 95134, Phone: 408-493-7236
- F. Sanitary:**
Cupertino Sanitary, 20833 Stevens Creek Blvd., Suite 104, Cupertino, CA 95014, Phone: 408-259-7071

The Contractor shall have all of the utilities, underground mains, and services that may conflict with the project, located in the field. The Contractor shall contact Underground Service Alert (USA) two (2) working days in advance of any work, for location of the underground facilities, at 800-642-2444.

Underground vaults and lines are shown on the Drawings. Contractor shall exhibit extreme care when conducting this work and may be required to hand dig in these locations. The vaults and lines shall be protected throughout the construction period.

Attention is directed to the presence of overhead telephone, cable and power lines and a power pole in the area. The existing power pole shall be protected throughout the construction period. Protection of these power poles may require assistance from PG&E, AT&T and Comcast. Cost for assistance by PG&E, AT&T and Comcast shall be borne by Contractor.

Attention is directed to the existing utilities in the area. Contractor shall notify utility companies prior to digging in this area and shall abide by any provisions instructed by the utility company for protection of their facility including hand digging in this area. Costs for compliance with all mitigation measures shall be borne by Contractor.

6.29 Legal Actions Against the City

No representative, officer, or employee of City, no member of the governing body of the locality in which the Project is situated, no member of the locality in which City was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

6.30 Limit of Liability

CITY, AND EACH OF ITS OFFICERS, THE CITY COUNCIL, EMPLOYEES, CONSULTANTS (INCLUDING WITHOUT LIMITATION CONSULTING ENGINEER) AND AGENTS INCLUDING, BUT NOT LIMITED TO, ENGINEER EACH OTHER CITY REPRESENTATIVE SHALL HAVE NO LIABILITY

TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

SECTION 7. PROSECUTION AND PROGRESS OF WORK

7.1 Assignment

The performance of the Contract may not be assigned except upon the written consent of the Council. Consent will not be given to any proposed assignment which would relieve the original Contractor or surety of their responsibilities under the Contract.

Contractor may assign moneys due, or to become due under the Contract, and such assignment will be recognized by City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper setoffs in favor of City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by City for the completion of the Work in the event that Contractor should be in default therein.

7.2 Notice to Proceed

The Contract Time will commence to run on the date indicated on the Notice to Proceed. Contractor shall not do any work at the site prior to the date on which the Contract Time commences to run.

7.3 Commencement of Work

Contractor shall not begin Work until receipt from City of the Notice to Proceed, and shall, upon receiving notice, begin Work within the time specified in the notice. The time specified in said notice will allow a period of at least 10 days after the date of said notice for commencement of Work. After receipt of said notice, Contractor shall diligently prosecute the Work to completion. Contractor shall provide, at least 24 hours in advance, written notice to City of Contractor's intention to start Work and specify the date on which Contractor intends to start.

No Work shall begin until the Contract, bonds and certificates of insurance required by Section 2 have been received and approved.

7.4 Work Progress Schedule

A. General

Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00520 (Contract), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by City. A Change Order shall formalize any such agreement.

1. City is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Contract Time.
2. Contractor is not entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Time.
3. A schedule showing the Work completed in less than the Contract Time, which has been accepted by City, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both City and Contractor.
4. Float Ownership: Neither City nor Contractor owns float. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date.
 - a. For example, in the event of unexcused delay by Party A and Party B, and if Party A uses some, but not all of the float and Party B later uses remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion date.

- b. Under this scenario, Party A would not be responsible for the time since it did not consume all of the float and additional float remained; therefore, the Substantial Completion Date was unaffected.
- c. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- d. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. City's acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon City, or act to relieve Contractor of its responsibility for means and methods of construction.
- e. Transmit each item under form approved by City.
 - Identify Project with the City Project number, and name of Contractor.
 - Provide space for Contractor's approval stamp and City's review stamps.
 - Submittals received from sources other than Contractor will be returned to Contractor without City's review.

B. Initial and Original Progress Schedule

Initial Schedule submitted for review at the Preconstruction Conference shall serve as Contractor's schedule for up to 30 Days after the Notice to Proceed.

Initial Schedule must indicate detailed plan for the Work to be completed in first 30 Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 30 Days in summary form.

Contractor shall submit its Original Schedule for review no later than first progress payment. Original Schedule and all updates shall comply with all standards herein.

All Schedules shall be time-scaled.

All Schedules shall be cost- and resource-loaded. Accepted cost- and resource-loaded Schedule will be used as basis for monthly progress payments. Use of Initial Schedule for progress payments shall not exceed 30 Days.

Except as otherwise expressly provided in this Document, meet with City to review and discuss the each Schedule (i.e., Initial, Original and monthly updates) within seven Days after each Schedule has been submitted to City.

City's review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).

Contractor shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by City. Resubmit Initial Schedule if requested by City.

If Contractor is of the opinion that any of the Work included on its Schedule has been impacted, submit to City a written Time Impact Evaluation (TIE) in accordance with this Section. The TIE shall be based on the most current update of the Initial Schedule.

C. Schedule Format and Level of Detail

Each Schedule (Initial, Original and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:

1. All Contractor, Subcontractor, and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.
2. Activities related to the delivery of Contractor and City-furnished equipment to be Contractor-installed per Contract shall be shown.
3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Contractor/Subcontractor responsibility to which they pertain.
4. Break up the Work schedule into activities of durations of approximately 21 Days or less each, except for non-field construction activities or as otherwise deemed acceptable by City.
5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, man power loading, and scheduled/actual progress payments.

Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.

Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.

A two-week "look ahead," detailed daily bar chart schedule shall be updated and issued weekly. Utilize computer-scheduling software, such as Microsoft Project software or approved equivalent, for all scheduling including schedule updates.

D. Monthly Schedule Update Submittals

Following acceptance of Contractor's Initial Schedule, monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.

Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.

Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.

Within five Days after monthly Schedule update, submit the updated Schedule.

Within five Days of receipt of above-noted revised submittals, City will either accept or reject monthly schedule update submittal.

1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The schedule update shall be submitted as part of Contractor's Application for Payment.
2. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.

Updating, changing or revising of any report, curve, schedule or narrative submitted to City by Contractor under this Contract, nor City's review or acceptance of any such report, curve, schedule or

narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract.

E. Schedule Revisions

Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.

To reflect revisions to the Schedule, provide City with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Provide the written narrative and schedule diagram for revisions three Days in advance of the monthly schedule update. Clearly show and discuss any changes in the critical path.

Schedule revisions shall not be incorporated into any schedule update until City has reviewed the revisions. City may request further information and justification for schedule revisions and, within three Days, provide City with a complete written narrative response to City's request.

If City does not accept Contractor's revision, and Contractor disagrees with City's position, Contractor has seven Days from receipt of City's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven Days of City's written rejection of a schedule revision shall be contractually interpreted as acceptance of City's position, and Contractor waives its rights to subsequently dispute or file a claim regarding City's position. If Contractor files a timely response as provided in this paragraph, and the parties are still unable to agree, Contractor's sole right shall be to file a claim as provided in this Document.

At City's discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

F. Recovery Schedule

If a Schedule update shows a substantial completion date 21 Days beyond any Contract Substantial Completion date, or individual Milestone completion dates, submit to City within seven Days the proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If City requests, show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.

The revisions shall not be incorporated into any Schedule update until City has reviewed the revisions. If City does not accept Contractor's revisions, City and Contractor shall follow the procedures in paragraphs above.

At City's discretion, Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

G. Time Impact Evaluation (TIE) For Change Orders and Other Delays

When Contractor is directed to proceed with changed work, prepare and submit, within 14 Days from the direction to proceed, a TIE that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable City to evaluate the impact of changed work to the scheduled critical path.

Comply with the requirements of this Section for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

Contractor is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update. Provide City with four copies of each TIE.

Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount City allows, and Contractor may submit a claim for additional time claimed by Contractor as provided in this Document.

H. Time Extensions

Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with this Document

Where an event for which City is responsible impacts the projected Substantial Completion date, provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Also include a detailed cost breakdown of the labor, equipment, and material Contractor would expend to mitigate City-caused time impact. Submit mitigation plan to City within 14 Days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.

Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

No time will be granted under the Contract Documents for cumulative effect of changes. City will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

Notwithstanding any other provision of this Section, if Contractor does not submit a TIE within the required 14 Days for any issue, Contractor hereby agrees that Contractor does not require a time extension for that issue.

I. Project Status Reporting

In addition to submittal requirements for scheduling identified in this Section, provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this paragraph below.

Prepare monthly written narrative reports of status of Project for submission to City. Written status reports shall include:

1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
2. Progress made on critical activities indicated on each Schedule, including inspections.
3. Explanations for any lack of work on critical path activities planned to be performed during last month.
4. Explanations for any schedule changes, including changes to logic or to activity durations.
5. List of critical activities scheduled to be performed during the next month.

6. Status of major material and equipment procurement.
7. Any delays encountered during reporting period.
8. Provide printed report indicating actual versus planned resource (labor, materials and equipment) loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
 - a. Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in monthly and weekly printed reports.
 - b. Explain all variances and mitigation measures.
9. Contractor may include any other information pertinent to status of Project. Include additional status information requested by City at no additional cost.
10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

At the close of each workday provide City with report of Contractor and its Subcontractors' work activities for that day, including trades, equipment, work activities worked on, staff levels, and equipment deliveries.

7.5 Temporary Suspension of Work

By written order to Contractor, City may suspend the Work wholly or in part for an indefinite period, or for such period as City may deem necessary, for any of the following reasons:

- Weather conditions or other conditions which are unfavorable for the proper prosecution of the Work;
- Failure of Contractor to carry out orders given or to perform any provisions of the Contract; or
- The convenience and benefit of City.

Such suspension shall be effective upon receipt by Contractor of the written order suspending the Work and shall be terminated upon receipt by Contractor of the written order terminating the suspension.

If, under authority of Convenience and benefit of City, as stated above, City orders a suspension of all or a portion of the Work, which is the current controlling operation, it will be cause for a time extension if it affects the controlling item of Work.

7.6 Liquidated Damages

In case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of days as set forth in Document 00520 (Contract), it is agreed that damage will be sustained by City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that Contractor will pay to City the sum set forth in Document 00520 (Contract) per day for each and every day's delay in finishing the Work in excess of the number of days prescribed; and Contractor agrees to pay said liquidated damages herein provided for, and further agrees that City may deduct the amount thereof from any moneys due, or that may become due, to Contractor under the Contract.

7.7 Termination of Control

Failure to supply an adequate working force or material of proper quality, or in any other respect to prosecute the Work with the diligence and force specified by the Contract, is grounds for termination of Contractor's control over the Work and for taking over the Work by City.

7.8 Termination of Contract for Cause

Contractor shall be in default of the Contract Documents and City may terminate Contractor's right to proceed under the Contract Documents, for cause, should Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from City to Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of 10 calendar days, Contractor must provide City within the ten (10) day period with a

written plan acceptable to City to cure said breach, and then diligently commence and continue such cure according to the written plan).

In the event of termination by City as provided above for cause, Contractor shall deliver to City possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which City may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, Contractor shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and failure to comply with the Contract Documents.

In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Section 9 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

7.9 Termination of Contract for Convenience

- A. City may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever City shall determine that termination is in City's best interest. Termination shall be effected by City delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.
- B. After receiving a notice of termination, and except as otherwise directed by City, Contractor shall:
1. Stop Work under the Contract Documents on date and to extent specified in notice of termination;
 2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
 3. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
 4. Assign to City in manner, at times, and to extent directed by City, all right, title, and interest of Contractor under orders and subcontracts so terminated. City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of City to extent City may require. City's approval or ratification shall be final for purposes of this section;
 6. Transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, all fabricated or un-fabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to City;
 7. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that City directs or authorizes, any property of types referred to in preceding paragraph, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by City. Proceeds of transfer or disposition shall be applied to reduce payments to be made by City to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as City may direct;
 8. Complete performance of the part of the Work which was not terminated by the notice of termination; and

9. Take such action as may be necessary, or as City may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which City has or may acquire interest.
- C. After receipt of a notice of termination, Contractor shall submit to City its termination claim, in form and with all certifications required by Section 9. Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and City may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this Section. If Contractor and City fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this Section, City's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:
1. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in City's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
 2. A reasonable allowance for profit on cost of Work performed as determined in the preceding paragraph, provided that Contractor establishes to City's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
 3. Reasonable costs to Contractor of handling material returned to vendors, delivered to City or otherwise disposed of as directed by City.
 4. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.
 5. Except as provided in this Section, City shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.
 6. City shall have no obligation to pay Contractor under this Section unless and until Contractor provides City with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.
- D. In arriving at the amount due Contractor under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):
1. All unliquidated advances or other payments on account previously made to Contractor, including without limitation all payments applicable to the terminated portion of Contract Documents;
 2. Any claim which City may have against Contractor in connection with Contract Documents; and
 3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this Section, and not otherwise recovered by or credited to City.

7.10 Contractor's Cost Data

Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following six categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 3.3, Change in Work.
- C. Direct costs of extra work in conformance with Section 3.3, Change in Work.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9.
- F. Indirect costs of overhead.

See also section 3.4, Change in Contract Price, regarding cost accounting records for daily extra work.

City shall have the right to inspect, audit, and copy Contractor's books and records related to the Project wherever located, and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. Contractor shall maintain in good order and City shall have the right to inspect and obtain copies of the following documents at all times: all Contract Documents, all planning and design documents, all Bid Documents, all design modification proposals, all value engineering or other cost reduction proposals, all revisions made to the original design, and all job progress reports and photographs, and as-built drawings maintained by Contractor.

City or any of its duly authorized representatives shall, from start of work until the expiration of 4 years after filing the Notice of Completion and Acceptance under this Contract or any subcontract under it, have access to and the right to examine any of Contractor's or subcontractor's payrolls, records of personnel, invoices of materials, records of plant and equipment costs, and any and all other directly pertinent books, documents, papers, and records of such Contractor or subcontractors, involving transactions related to said Contract or subcontracts. In the event State or Federal funds are involved in the financing of the project, the State or Federal Government shall have the same rights of inspection as City.

The cost accounting records for this Contract shall be maintained separately from other contracts during the life of this Contract, and for a period of not less than 3 years after the date of acceptance of the Work. If Contractor intends to file claims against City, Contractor shall keep all required cost accounting records until complete resolution of all claims has been reached.

7.11 Coordination with Utilities

In general, the location of existing utility facilities as shown on the Drawings is approximate. This information has been obtained from utility maps furnished by the various agencies involved, and City does not guarantee either the correctness of locations or the extent of such locations.

Service laterals, such as house sanitary, water, electrical, gas, cable TV, storm or telephone cables, or appurtenances, may not all be shown on the Drawings. City may not indicate the presence of service laterals or appurtenances whenever the presence of such utilities can be inferred from the presence of other visible facilities, such as buildings, meter boxes or junction boxes, on or adjacent to the construction Site. No changes in the Contract Price or Contract time will be made due to the presence of unidentified or incorrectly located service laterals or appurtenances. It shall be the responsibility of Contractor to ascertain the exact location of the utility facilities.

Unless otherwise indicated on the Drawings or specified in the Specifications, Contractor shall maintain in service all utilities including house services, power, lighting, and telephone conduits, and any other surface or subsurface structure or facility of any nature that may be affected by the Work; provided, however, that Contractor, for convenience, may arrange with the owner to temporarily disconnect house service lines or other facilities along the line of the work. The cost of disconnecting and restoring such utilities shall be borne by Contractor.

In the event that a main or trunk line utility facility is encountered which interferes with the Work and is neither shown on the Drawings nor specified in the Specifications, Contractor shall immediately notify City in writing. City will either have the appropriate utility company or public agency relocate the facility, or City will direct Contractor to relocate the facility in accordance with Section 3.3, Change in Work.

In the event that a main or trunk line utility facility is encountered which interferes with the Work and which Contractor believes is not shown on the Drawings or indicated in the Specifications with reasonable accuracy, Contractor shall immediately notify City in writing. Reasonable accuracy is defined as being within the tolerances noted on the Drawings. If City determines that the main or trunk line utility facility was shown on the Drawings or indicated in the Specifications with reasonable accuracy, Contractor shall be solely responsible for relocation or removal, and no additional time will be granted nor will additional compensation be made for any additional work required. If City determines that the main or trunk line utility facility was not shown on the Drawings or indicated in the Specifications with reasonable accuracy, City will either have the appropriate utility company or public agency relocate the facility, or City will direct Contractor to relocate the facility in accordance with Section 3.3, Change in Work.

When a delay in the completion of the project is caused by the failure of City or the owner of a utility facility to provide for removal or relocation of existing main or trunk line utility facilities which are not shown on the Drawings or indicated in the Specifications, or which are not shown on the Drawings or indicated in the Specifications with reasonable accuracy, the Contract time will be extended in accordance with Section 3.5, Change of Contract Time.

7.12 Temporary Facilities

A. Temporary Electricity

Contractor shall provide, maintain, and pay for electrical power at the Site for construction purposes and for Contractor's and Construction Manager's trailers. Contractor must provide all necessary wiring and appurtenances for connection to City's system.

B. Temporary Communications

Provide, maintain, and pay for all applicable communications and data services, without limitation, to Contractor's field office commencing at time of Project mobilization, including all installation and connection charges.

C. Temporary Water

1. Provide, maintain, and pay for suitable quality water service required for construction operations.
2. All water required for and in connection with the Work, including without limitation for dust control, shall be furnished by and at the expense of Contractor. Contractor will be responsible for all costs/fees associated with water usage. Contractor shall furnish necessary pipe, hose, nozzles, meter, and tools and perform all necessary labor. Unnecessary waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants; in no case shall pipe wrenches be used for this purpose. Contractor to coordinate services with the appropriate Water Company.

D. Fence

1. All existing fences affected by the Work shall be maintained by Contractor until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until City gives written permission to do so, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
2. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original locations. Contractor will be responsible for all costs associated with the relocating of the fence as required for new installation of work.

E. Temporary Sanitary Facilities

1. Provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to

work area and as far away from adjacent residences as possible. Location must be approved by City prior to placement.

2. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.
3. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.

7.13 Project Record Documents

A. Project Record Drawings

1. During the construction period, maintain a set of prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or page) "PROJECT RECORD" in 2-inch high printed letters. Keep record documents current. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded
2. Mark the PROJECT RECORD drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
 - Dimensional changes to the Drawings
 - Revisions to details shown on the Drawings
 - Depths of various elements of foundation level or survey datum
 - Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
 - Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
 - Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
 - Actual numbering of each electrical circuit
 - Field changes of dimension and detail
 - Revisions to routing of piping and conduits
 - Revisions to electrical circuitry
 - Actual equipment locations
 - Duct size and routing
 - Changes made by Change Order or CCD
 - Details not on original Contract Drawings
 - Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
 - Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
 - Mark important additional information that was either shown schematically or omitted from original Drawings.
 - Note CCD numbers; alternate numbers, Change Order numbers, and similar identification.

- Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
 - (a) Accurately record information in an understandable and legible drawing technique.
 - (b) Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
3. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with City. When authorized, prepare a full set of correct transparencies of Contract Drawings and Shop Drawings.
 - a. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWING" in a prominent location on each Drawing.
 - b. Refer instances of uncertainty to City for resolution.
 - c. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets.
 4. Distribution of Marked-Up Drawings: Submit the marked-up Project Record Drawings set to City for City's records.
 5. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.

B. Project Record Specifications

During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Documents purposes.

Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive work, and information on concealed installation that would be difficult to identify or measure and record later.

1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
4. Upon completion of mark-up, submit Project Record Specifications to City for City's records.

C. Additional Requirements for Final Project Record Documents

1. Prior to Substantial Completion of the Work, City will make available to Contractor originals of the Drawings and Specifications, as current Microsoft® Word for Windows, and current AutoCAD Land Development Desktop for Windows in drawing format (.DWG) files. Note all changes thereon for the final Project Record Documents and provide one set of mylar reproduces, one set of revised Specifications and one set of disks or CDs to be submitted to City.

2. After Substantial Completion and before Final Completion, carefully transfer all data shown on the job set of Record Drawings to the corresponding computer files, coordinating the information as required.
Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.
"Cloud" all affected areas.
Stamp each Record Drawing with the following information:
 - a. Project Record Document.
 - b. Prepared by: Contractor's name, permanent address.
 - c. Date prepared.
 - d. Contractor's signature.
 - e. City Project Number.

D. Project Record Product Data

1. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
 - a. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.
 - b. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - c. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
 - d. Upon completion of mark-up, submit a complete set of Project Record Product Data to City for City's records.
 - e. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
 - f. Contractor is responsible for mark-up and submittal of Project Record Product Data for its own Work.
2. Material, Equipment, and Finish Data:
 - a. Provide data for primary materials, equipment and finishes as required under each Specification Section.
 - b. Submit two sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.
 - c. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
 - Trade names.
 - Model or type numbers.
 - Assembly diagrams.
 - Operating instructions.
 - Cleaning instructions.
 - Maintenance instructions.
 - Recommended spare parts.
 - Product data.

E. Miscellaneous Project Record Submittals

Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the City for City's records. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:

- Field records on excavations and foundations
- Field records on underground construction and similar work

- Survey showing locations and elevations of underground lines
- Invert elevations of drainage piping
- Surveys establishing lines and levels
- Authorized measurements utilizing unit prices or allowances
- Records of plant treatment
- Ambient and substrate condition tests
- Certifications received in lieu of labels on bulk products
- Batch mixing and bulk delivery records
- Testing and qualification of tradespersons
- Documented qualification of installation firms
- Load and performance testing
- Inspections and certifications by governing authorities
- Leakage and water-penetration tests
- Fire resistance and flame spread test results
- Final inspection and correction procedures

F. Recording

Post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. City may periodically review Project Record Documents to assure compliance with this requirement.

G. Submittal

1. At completion of Project, deliver Project Record Documents to City.
2. Accompany submittal with transmittal letter containing:
 - a. Date
 - b. Project title and number
 - c. Contractor's name and address
 - d. Number and title of each Project Record Document
 - e. Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor's authorized representative.

7.14 Preconstruction Conference

City will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).

Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference.

Agenda will include, but not be limited to, the following items.

- Schedules
- Personnel and vehicle permit procedures
- Use of premises
- Location of the Contractor's on-Site facilities
- Security
- Housekeeping
- Submittal and RFI procedures
- Inspection and testing procedures, on-Site and off-Site
- Utility shutdown procedures
- Control and reference point survey procedures
- Injury and Illness Prevention Program
- Contractor's Initial Schedule
- Contractor's Schedule of Values
- Contractor's Schedule of Submittals

City will distribute copies of minutes to attendees. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

7.15 Weekly Progress Meeting

City will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by City.

Meetings shall be held at Contractor's on-Site office unless otherwise directed by City.

An City representative will prepare agenda and distribute it 4 Days in advance of meeting to Contractor.

City will record. Within 3 Days after meeting, City will distribute minutes to Contractor, who will distribute to those affected by decisions made at meeting. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes will constitute final memorialization of results of meeting.

Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, City, and others as appropriate to agenda topics for each meeting.

Agenda will contain the following items, as appropriate:

- Review, revise as necessary, and approve previous meeting minutes
- Review of Work progress since last meeting
- Status of Construction Work Schedule, delivery schedules, adjustments
- Submittal, RFI, and Change Order status
- Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
- Other items affecting progress of Work

7.16 Right of Way Delays

If, through the failure of the City to acquire or clear right of way, Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment and plant, there shall be paid to the Contractor that amount that the Engineer may find to be a fair and reasonable compensation for that part of the Contractor's actual loss, that, in the opinion of the Engineer, was unavoidable, determined as follows:

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a force account basis, as provided in Section 3.04 of this document with the following exceptions:

- The right of way delay factor for each classification of equipment shown in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is a part of the contract, will be applied to that equipment rental rate.
- The time for which the compensation will be paid will be the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day.
- The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay, except that when rental of equipment is paid for under the provisions in Section 3.4, Change in Contract Price, no payment will be made for right of way delays in conformance with the provisions of Section 7.11, Coordination with Utilities.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, cost of extra moving of equipment and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this Section and compensation for idle time of workers will be determined as provided in Section 3.4, Change in Contract Price, and no markup will be added in either case for overhead and profit.

The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided in Section 3.3, Change in Work.

If performance of the Contractor's work is delayed as the result of the failure of the City to acquire or clear right of way, an extension of time determined pursuant to the provisions in Section 7.6, Liquidated Damages, will be granted.

SECTION 8. MEASUREMENT AND PAYMENT

8.1 Measurement of Quantities

All Work except Work based on time and materials will be paid for at a contract price per unit of measurement and will be measured by City in accordance with the United States Standard Measures and Metric. Unless otherwise specifically provided, City will compute quantities by a method which, in City's opinion, is best suited to obtain an accurate determination. The weights of metalwork, pipe, and other metal parts to be paid for on the basis of weight, will be determined by City. City will not provide scales for weighing material. City will determine the weight of each part or item in the most practicable manner and will use for that purpose manufacturer's weights, or in their absence, catalog weights or estimated weights, in that order; provided, that weights of nonmetallic coatings will be excluded.

8.2 Deductions from Payments

City may, at its option and at any time, retain out of any amounts due Contractor, sums sufficient to cover claims, filed pursuant to Section 3179 et seq. of the Civil Code.

8.3 Progress Payment

Unless otherwise agreed, Contractor shall submit to City, on or before the first (1st) day of each month, five (5) copies of a request for payment for the cost of the Work put in place during the period from the 1st day of the previous month to the 30th day of the previous month. Such requests for progress payments shall be based upon prices of all labor and acceptable materials incorporated in the Work up until midnight of the last day of that one month period, less the aggregate of previous payments. If Contractor is late submitting its payment request, that payment request may be processed at any time during the succeeding one month period, resulting in processing of Contractor's payment request being delayed for more than a day for day basis.

Acceptable materials shall be those materials which will become a part of the finished construction work. The basis for partial payments of lump sum or other unit Contract items will be determined by Contract between City and Contractor. City shall retain 5 percent of such estimated value of work done and 5 percent of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid, and shall pay to Contractor, while carrying on the Work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of City, the Work is not proceeding in accordance with the provisions of the Contract, or when, in City's judgment, the total value of the Work done since the last estimate amounts to less than \$1,000. No such estimate or payment shall be considered to be an acceptance of any defective Work or improper materials. All progress estimates and payments shall be subject to correction in the final estimate.

Contractor shall, at the time any payment request is submitted, certify in writing the accuracy of the payment request and that Contractor has fulfilled all scheduling requirements of this Document 00700 including updates and revisions. The certification shall be executed by a responsible officer of Contractor.

When an item of work is designated as (F) in the Bid Form, (Document 00400), the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Caltrans Standard Specifications, Section 51, "Measurement." If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) in the Bid Form, (Document 00400) shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Bid Form for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Bid Form.

When an item of work is designated as (P) in the Bid Form, (Document 00400), a portion of the estimated quantity for that item of work shall be eligible for partial payment.

8.4 Final Payment

As soon as practicable after Final Acceptance of the Work, Contractor shall submit to City five (5) copies of a final request for payment for the cost of the Work, which request will show deductions for prior payments and any other amounts to be retained under Section 8.2, Deduction from Payments. The amount determined due, less the amount retained, will be paid. This retained amount will not be due or payable until 35 days after the completion of all of the Work including punch list items and the recording of Notice of Completion and Final Acceptance in the manner provided by law, and until after Contractor has furnished City a release of any and all claims by Contractor or Subcontractors (Document 00650) against City arising by virtue of this Contract, except such claims in definite amounts as Contractor may specifically exempt from the operation of the release and the furnishing of any guaranty.

8.5 Scope of Payment

Payment for all items of Work at the unit or lump sum price shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the item of Work, and no additional allowance will be made therefor.

Payment for items of Work which are called for in the Specifications or shown on the Drawings but which are not separately identified in the Bid form shall be compensated as part of the bid price of one or more of the items which are listed, and no additional allowance will be made therefor.

8.6 Substitution Of Securities In Lieu Of Retention

Pursuant to provisions of Public Contract Code Section 22300, substitution of securities for any monies withheld under the Contract Documents to insure performance is permitted under following conditions:

At request and expense of Contractor, securities listed in Section 16430 of the Government Code, 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 Contractor and City which are equivalent to the amount withheld under retention provisions of the Contract Documents shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such monies to Contractor. Upon final acceptance and 35 days after the completion of all of the work including punch list items and the recording of the Notice of Completion, securities shall be returned to Contractor.

Alternatively, Contractor may request and City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by Contractor. Upon final acceptance and 35 days after the completion of all of the work including punch list items and the recording of the Notice of Completion, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from City, pursuant to the terms of this section. Contractor shall pay to each subcontractor, not later than twenty (20) Days after 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 Contractor.

Contractor shall be beneficial owner of securities substituted for monies withheld and shall receive any interest thereon.

Contractor shall enter into escrow agreement according to Document 00680 (Escrow Agreement), as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of the Contract Work.

8.7 Effect of Payment

Payment will be made by City, based on City's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that City has:

- Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
- Reviewed construction means, methods, techniques, sequences, or procedures;
- Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by City to substantiate Contractor's right to payment; or made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

SECTION 9. CLAIMS BY CONTRACTOR**9.1 General****A Contract Interpretation Disputes:**

Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, Contractor shall give written notice to City. Contractor shall bear all costs incurred in the giving of such notice. All issues regarding the interpretation of the Specifications shall be referred to City for interpretation and determination. City shall have the right but not the obligation to affirm or disaffirm any City interpretation of the Plans or Specifications, which affirmance or disaffirmance shall be final. All issues regarding the Contract Documents shall be determined by City whose determination shall be final. If Contractor should disagree with City's determination regarding any aspect of the Contract Documents, Contractor's sole and exclusive remedy is to file a claim in accordance with this Section. Notwithstanding and pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work (as defined in following paragraphs) to Final Completion.

B Work Disputes:

Should any dispute arise under the Contract Documents respecting the true value of any Work performed, the implementation of the Work required by the Contract Documents, any Work omitted, any extra Work which Contractor may be required to perform or time extensions, respecting the size of any payment to Contractor during the performance of the Contract Documents, or of compliance with Contract Documents procedures, the dispute shall be decided by City and its decision shall be final and conclusive. If Contractor disagrees with City's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Section. Notwithstanding and pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work to Final Completion.

The claim notice and documentation procedure described in this Section applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Section. Under no circumstances shall any Subcontractor or supplier make any direct claim against City.

"Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of the Contract Documents terms, or other relief arising under or relating to the Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Section.

A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed Portion of the submission may be converted to a claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.

The provisions of this Section constitute a non-judicial claim settlement procedure, and also a claim presentment procedure by agreement under Section 930.2 of the Government Code, shall survive termination or completion of the Contract Documents, and may not be changed, waived, modified, or its requirements reduced absent a written change order approval by City Council. Contractor shall bear

all costs incurred in the preparation and submission of a claim. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days. Any claims presented in accordance with the Government Code shall affirmatively indicate Contractor's prior compliance with the claims procedure herein and previous dispositions under Section 9.2, Procedures, below.

Contractor shall impose the claim notice and documentation requirements in this Contract on Contractor's subcontractors of all tiers, and require them to submit to Contractor all claims against Contractor and/or City within the times and containing the documentation required by this Section. The claim notice and documentation procedure described in this Section applies to all claims and disputes arising under the Contract Documents, whether or not specifically referred to in any specific Portion of the Contract. Government Code Section 930.2 *et. seq.* applies to this procedure.

9.2 Procedures

Should any clarification, determination, action or inaction by City, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with the Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money for any reason (collectively "Disputed Work"), then Contractor and City shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven (7) Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor must file a written notice of the Disputed Work with City stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of the Contract Documents. If a written notice of Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this Section, Contractor shall waive its rights to further claim on the specific issue.

City will review Contractor's timely notice of Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of the Contract Documents, it shall so notify City, in writing, within seven (7) Days after receiving the decision, that a formal claim will be issued. Within thirty (30) Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven (7) Days and all justifying documentation within thirty (30) Days will result in Contractor waiving its right to the subject claim. If Disputed Work persists longer than thirty (30) days, then Contractor shall, every thirty (30) days until the Disputed Work ceases, submit to City a document titled "Claim Update" which shall update and quantify all elements of the Claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every thirty (30) days shall result in waiver of the claim for that thirty (30) day period. Claims or Claim Updates stating that damages will be determined at a later date shall not comply with this Section and shall result in Contractor waiving its claim(s).

Upon receipt of Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, City or its designee will review the issue and render a final determination. City may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by City to evaluate and decide Contractor's claim.

If Contractor's claims at project completion total less than \$375,000, then claims resolution shall proceed in the manner prescribed by Section 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code. If such claims exceed \$375,000, then Contractor shall prepare a compendium of claims not resolved as a result of these procedures, and submit them in a claim submitted under the Government Claims Act, Government Code Section 901 *et seq.*, for final investigation and consideration of their settlement prior to initiation of any litigation thereon, as required by Government Code Section 945.4. For all claims under or over \$375,000, pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 shall be reduced to 150 days.

Claims shall be calculated in the same manner as Change Orders per Section 3, Scope of Work. Except where provided by law, or elsewhere in these contract documents, if applicable, City shall not be liable for special or consequential damages. Contractor shall be limited in its recovery on claims to the change order calculations set forth in Section 3, Scope of Work.

9.3 Claim Format

Contractor shall submit the claim justification in the following format: (a) Cover letter and certification of the accuracy of the contents of the claim, (b) summary of claim including underlying facts, entitlement, quantum calculations and Contract Document provisions supporting relief, (c) list of documents relating to claim including specifications, Plans, clarifications/requests for information, schedules, cost calculations, and other supporting documents, (d) chronology of events and correspondence, (e) analysis of claim merit, (f) analysis of claim cost, and (g) attach supporting documents referenced in (c).

9.4 Mediation

All claims not subject to the claim resolution procedures set forth in Section 9.2, Procedures, shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties, and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

9.5 Exclusive Remedy

Contractor's performance of its duties and obligations specified in this Section and submission and mediation of a claim as provided in this Section is Contractor's sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from the Work. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or the Contract Documents, negligence or strict liability by City, its representatives, consultants or agents, or the transfer of the Work or the Project to City for any reason whatsoever. Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Compliance with the claim submission and mediation procedures described in this Section is a condition precedent, and a prerequisite within the meaning of Section 930.6 of the Government Code, to the right to commence litigation or to seek to file a Government Code Claim (where applicable) or to commence any other legal action. No claim or issue not raised in a timely protest and timely claim submitted under this Section may be asserted in any Government Code Claim, in any subsequent litigation, or in any legal action. If Contractor fails to raise any claim(s) or issue(s) in a timely protest and timely claim submitted under this Section, then Contractor may not thereafter assert such claim(s) or issue(s) in any Government Code Claim, subsequent litigation, or legal action. City shall not be deemed to have waived any provision under this Section, if at City's sole discretion, a claim is accepted in a manner not in accord with Section.

END OF DOCUMENT

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DOCUMENT 00800

SPECIAL CONDITIONS**PART 1 GENERAL****1.1 SUMMARY**

- A. Document includes summary of Work including:
 - 1.2 Work Covered By Contract Documents
 - 1.3 Bid Items, Allowances, and Alternates
 - 1.4 Work Under Other Contracts
 - 1.5 Contract Time
 - 1.6 Work Sequence
 - 1.7 Work Days and Hours
 - 1.8 Cooperation of Contractor and Coordination with Other Work
 - 1.9 Maintenance, Product Handling, and Protection
 - 1.10 Partial Occupancy/Utilization Requirements
 - 1.11 Contractor Use of Premises
 - 1.12 Lines and Grades
 - 1.13 Protection of Existing Property, Structures and Utilities
 - 1.14 Damage to Existing Property
 - 1.15 Dust Control
 - 1.16 Parking
 - 1.17 Lay down / Staging Area
 - 1.18 Permits
 - 1.19 Punch List Verification
 - 1.20 Actual Damages for Violations
 - 1.21 Unfavorable Construction Conditions
 - 1.22 Construction Site Access
 - 1.23 Site Administration
 - 1.24 Weather Delay
 - 1.25 Project Record Documents
 - 1.26 City Supplied Materials
 - 1.27 Mobilization
- 2.1 Products Ordered In Advance (N/A)
- 2.2 City-Furnished Products

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work generally consists of constructing tenant improvements, and all general conditions, general requirements and incidentals required to complete the Work in its entirety, as described in the Contract Documents. Work includes selective interior demolition, patching and painting, new carpet tile and base, T-bar ceiling grid adjustment and minor electrical and mechanical modifications. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.
- B. Contractor's use of the premises for trailer, storage and parking is limited to the construction area as approved by the City.
- C. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, etc.) at the Site.
- D. Existing equipment removed but not reused, as a part of the Work, shall be returned to the City where indicated. Contractor shall carefully remove all equipment, specified or indicated to be salvaged and reused, or to remain the property of City. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work. Salvaged items not to be reused in the Work, but to remain City's property shall be delivered by Contractor in good condition to City.

- Any items indicated to be salvaged which are damaged in removal, storage, or handling, through carelessness or improper procedures, shall be replaced by Contractor in kind or with new items. Contractor may furnish and install new items, in exchange for those indicated to be salvaged, in which case such removed items will become Contractor's property. Existing materials and equipment, removed by Contractor, shall not be reused in the Work except where so specified or indicated.
- E. This Document and Document 00700 (General Conditions) and the Special Provisions includes measures that Contractor shall follow to execute the work.

1.3 BID ITEMS, ALLOWANCES, AND ALTERNATES

Bid Items

- A. Any Bid Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract, without compensation in any form or adjustment of other Bid Items or prices therefore, in accordance with Document 00700 (General Conditions).
- B. Payment of all items is subject to the provisions of the Document 00700 (General Conditions).
- C. For all Bid Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Bid Item, or unit of Work, shall be deemed incorporated into the description of each Bid Item. Bidder should take particular notice that any and all items of Work, called for in the Construction Documents, but not included in a description of any specific bid item, shall be considered as included in one (1) or more of the bid items and that no additional compensation for those items of Work, beyond the Base Bid, will be allowed. Work of this nature includes, but is not limited to, such items as flagmen, water, all safety requirements, or work and materials required to provide public convenience and safety, barricades, lights, vehicular detours, and pedestrian walkways.
- D. For Lump Sum Bid items, bidder shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified in the Contract Documents.

Allowances: NONE

Alternates: NONE

1.4 WORK UNDER OTHER CONTRACTS

Work at the site performed by others may include Landscaping and maintenance by City or a City's contractor.

1.5 CONTRACT TIME

The Contract Time will commence on the date indicated in the Notice to Proceed. City may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences.

Contractor shall achieve **Final Completion** of the entire Work and be ready for Final Payment in accordance with Section 00700 (General Conditions) by March 3, 2017.

1.6 WORK SEQUENCE

- A. Constructor shall coordinate construction schedule and operations with City.
- B. Contractor shall allow safe passage thru the construction area at all times. The trail must stay open for use during the project.
- C. Contractor acknowledges that shoring may be required to maintain a safe excavation and protect facilities or pipelines, including both existing and recently constructed under this Contract. All expenses for shoring of excavations for construction of basins and pipelines shall be included.
- D. When required by the specifications or contract documents or plans the Contractor shall follow the sequence of operations as set fourth therein.

1.7 WORK DAYS AND HOURS

Work hours and noise pose a special concern for projects in residential neighborhoods. The City is very concerned for its residents and will diligently enforce the restrictions below. **Each violation of the restrictions by the general contractor, subcontractors, suppliers, Vendors and others working on the project will result in a \$3,000 penalty being assessed against the General Contractor and deducted from each progress payment.**

- A. **Work Days:** Monday-Friday inclusive, except as otherwise directed or approved by the City.
- B. **Work Hours:** 7:00 a.m.-5:00 p.m. local time, weekdays, 9:00 a.m. – 5:00 p.m. on Saturdays, 9:00 – 4:00 p.m. Sundays.
- C. **Worker Arrival and Parking:** Workers may arrive at the job site no earlier than 7:00 a.m. **Violations of these requirements will result in a \$3,000 dollar penalty to Bidder/Contractor, per occurrence.**
- D. **Equipment and Material Delivery and Off-Haul Hours:** No equipment or material may be delivered or off-hauled except between the hours of 7:00 a.m. and 5:00 p.m. No equipment that has a safety back up beeper may be operated before 7:00 a.m. on any day.
- E. Work at the Site on weekends or holidays is not permitted, unless Contractor requests otherwise from City in writing at least 2 working days in advance and City approves in its sole discretion. In the case of Work by Contractor after normal working hours, Contractor shall be responsible for any additional inspection costs incurred by the City. Such costs may be withheld from any succeeding monthly progress payment.
- F. **Connections to Existing Facilities.** Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from City or the owning utility prior to undertaking connections and coordinate as needed to accommodate the facilities operations. Contractor shall protect facilities against deleterious substances and damage.
- G. **Road Shutdown.** Contractor shall execute the Work while roads are in operation except for the periods of permitted shutdown. For shutdown periods, Contractor shall prepare and submit a detailed plan that includes shutdown schedule, planned sequence of work, milestones and projected times of completions of activities, any anticipated problems, Contractor's supervisory personnel, actions desired of City and staff, and contingency plans. Contractor shall allow sufficient time for review and re-submittal of the shutdown plan until acceptable to City. Contractor shall employ sufficient labor, superintendence, and equipment on a 24-hour, 7 days a week basis during shutdown and other operational disruptions to complete Work within the specified periods at no additional cost to the City. Once initiated, Work may proceed on extra shift or around-the-clock basis as necessary. When required to minimize treatment process interruptions while complying with specified sequencing constraints, Contractor shall provide power, lighting, controls, instrumentation, and safety devices.
- H. No non construction noise shall be allowed, this includes amplified music, radio or other noise not due to construction activities.

1.8 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- A. Coordinate with City and any City forces, or other contractors and forces, as required by Document 00700 (General Conditions) and this document. City's facility will be accessible and useable at all times.
- B. Employ a full time coordinator to constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction.
- C. The existing facilities must be kept closed to the public for the duration of the project. Contractor is to secure the site from public access at all times. This may require the use of a security guard, signage, perimeter fencing and other measures. All payment for site security shall be included in Bid.

1.9 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

- A. Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.

- B. Hazardous substance compliance: Provide City with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.
- C. Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.
- D. Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
- E. Protection: Protect all finished surfaces.
- F. Asbestos Removal: If, during the progress of the Work, additional suspected asbestos-containing products are identified, Contractor shall stop work in the affected area and engage an asbestos removal Subcontractor to verify the materials and, if necessary, encapsulate, enclose, or remove and dispose of all asbestos in accordance with current regulations of the Environmental Protection Agency and the U. S. Department of Labor – Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.
Asbestos Removal Subcontractor's Qualifications. The Subcontractor for asbestos removal shall be regularly engaged in this type of activity and shall be familiar with the regulations that govern this work. The Subcontractor shall demonstrate to the satisfaction of City that it has successfully completed at least three asbestos removal projects, that it has the necessary staff and equipment to perform the work, and that it has an approved site for disposal of the asbestos. Liability insurance covering the asbestos abatement work shall be provided as specified in the Supplementary Conditions.
Asbestos Removal Methods. The asbestos removal Subcontractor shall submit a work plan of its proposed removal procedure to City before beginning work and shall certify that the methods are in full compliance with the governing regulations. The work plan shall cover all aspects of the removal, including health and safety of employees and building occupants, hygiene facilities, employee certification, clearance criteria, transportation and disposal, enclosure techniques, and other techniques appropriate for the proposed work.
- G. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices bid and no direct or additional payment will be made therefore.

1.10 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Allow City to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by City shall not in any way evidence the completion of the Work or any part of it.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from City occupancy.
- D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
 - 2. Make, and City shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 - 4. City shall pay for utility cost arising out of occupancy by City during construction.
- E. Use and occupancy by City prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by City.
- F. Prior to date of Final Acceptance of the Work by City, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00700 (General Conditions).
- G. Use by City of Work or part thereof as contemplated by this Document 00800 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by City of any of the conditions thereof.
- H. City may specify in the Contract Documents that portions of the Work, including electrical systems or separate structures, shall be substantially completed on dates described in preceding paragraphs of this Document 00800, if any, prior to substantial completion of all of the Work. Notify City in writing

when Contractor considers any such part of the Work ready for its intended use and substantially complete and request City to issue a Certificate of Substantial Completion for that part of the Work.

1.11 CONTRACTOR USE OF PREMISES

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
- B. Do not unreasonably encumber Project Site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move any stored products that interfere with operations of City or other contractor.
- E. Parking, storage, staging, trailer and work areas shall be coordinated and approved by the City and comply with all other Contract documents requirements. Contractor's use of the premises for trailer, storage and parking is limited to areas the City will allow. Prior to placement of any parking, placement of equipment and supplies the Contractor shall negotiate with the City an area to be used by them.

1.12 LINES AND GRADES

- A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings and as specified in section 02015.
- B. The Contractor is to provide all surveying for the project. The City will not be providing any points for horizontal or vertical controls. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work and paid for in various items of work.
- C. Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish, at its cost, competent persons and such tools, stakes, and other materials as City (and/or any Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.
- D. Contractor shall keep City informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by City may be done with minimum inconvenience to City and minimum delay to Contractor.
- E. Contractor shall remove and reconstruct Work that is improperly located.

1.13 PROTECTION OF EXISTING PROPERTY, STRUCTURES AND UTILITIES

- A. The Drawings may indicate existing above-grade and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, water, phone and data cable and other similar items and utilities that are known to City.
- B. Contractor shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.
- C. Additional utilities whose locations are unknown to City are suspected to exist. Contractor must be alert to their existence. If additional utilities are encountered, Contractor must immediately report to City for disposition.
- D. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00700 (General Conditions).
- E. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700 (General Conditions).
- F. Contractor shall carry out construction activities in a manner that does not disrupt privacy, access to private property, or traffic, except as allowed by permit, or does not disrupt the flow of storm water or impair the storm water channel.

1.14 DAMAGE TO EXISTING PROPERTY

- A. Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, City.
- B. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- C. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by

transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.15 DUST CONTROL

- A. Contractor shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:
1. All construction locations with active excavation shall be watered at least twice daily or more often as necessary.
 2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.
 3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
 4. Sweep daily or more often as necessary, with water sweepers all paved access roads, parking areas, and staging areas at construction sites during project.
 5. Enclose, cover, or water twice daily, exposed stockpiles (dirt, sand, etc.)
 6. Limit the speed of all construction vehicles to 5 miles per hour while on the Site.
- B. Buildings, swimming pools, or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.16 PARKING

If construction site parking is not available for Contractor's workers then workers must park vehicles on one of the streets adjacent to or near the project site, without blocking residential driveways and access, or elsewhere offsite.

1.17 LAYDOWN/STAGING AREA

Contractor shall utilize an area approved by the City for storage of all construction materials. This area shall be fenced and locked by Contractor for security purposes.

1.18 PERMITS

Applicable permits: Permits, agreements, or written authorizations that are known by the City to apply to this project are listed below:

Cal/OSHA Permit: The Contractor shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:

- Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
- Construction or demolition of any building, structure, or scaffolding for false-work more than three stories high, or the equivalent height (36 feet).
- Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

All other permits that may be required, such as electrical, fire prevention, slope protection, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00700 (General Conditions).

1.19 PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. One follow-up review of punch list items for each discipline will be provided. If multiple Site visits are required to review punch list items, due to incompleteness of the Work by Contractor, Contractor may be required to reimburse City for these visits.

1.20 ACTUAL DAMAGES FOR VIOLATIONS

- A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00700 (General Conditions) and Document 00520 (Contract), City may incur actual damages resulting from loss of use of any permit described in this Document, or from use in violation of legal or regulatory requirements where the violations result from Contractor's activities. Violations or threatened violations may subject the City to fines and/or other costs or civil liabilities.
- B. Contractor shall be liable for and shall pay City the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.
- C. The amount of liquidated damages provided in Document 00520 (Contract) is not intended to include, nor does the amount include, any damages incurred by City for reasons other those listed in that paragraph. Any money due or to become due to Contractor may be retained by City to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, City shall have the right to recover the balance from Contractor or its sureties.

1.21 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to Work, which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions, which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

1.22 CONSTRUCTION SITE ACCESS

Contractor shall, at all times, limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Contractor's access gate. Access for construction personnel shall be limited to the hours between 7:00 a.m. and 5:00 p.m. local time. All mail and deliveries (Federal Express, equipment, etc.) shall be sent to a separate address (at Contractor's gate), specifically arranged by Contractor for the Project. Contractor is responsible for providing adequate signage to alert delivery persons to the new address. Contractor is to secure the site from public access at all times. This may require the use of a security guard, signage, perimeter fencing and other measures. All payment for site security shall be included in Bid.

1.23 SITE ADMINISTRATION

Contractor shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to City or others. Contractor shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all persons on the Site (except City's employees) to observe the same regulations Contractor requires of its employees.

1.24 WEATHER DELAY

See Document 00700 section 3.5 Change of Contract Time, subsection B. Extensions of Time for Delay Due to Excusable Inclement Weather.

1.25 PROJECT RECORD DOCUMENTS

Contractor shall prepare Record Drawings and Specification in accordance with Document 00700, recording and tracking changes in a timely manner. Contractor shall make copies of the annotated Project Record Drawings and Specifications available to City and the Engineer of Record at intervals convenient to the Engineer of Record. Prior to any payment the Project Record Drawing will be reviewed by the City or City representative to verify that changes are being tracked.

1.26 CITY SUPPLIED MATERIALS

See Section 2.2 below.

1.27 MOBILIZATION

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization" of the 2010 Standard Specifications and is eligible for partial payments since the contract documents contain a bid item for mobilization.

1.28 RECYCLING

The Contractor shall divert from landfill a minimum of 60 percent of all construction and demolition waste, in accordance with the City of Cupertino's Ordinance No. 10-2070. Submit a properly completed "Waste Management Plan" as a part of the permit application process. An application fee will not be required. Comply with the General Conditions, Article 3.13 – Inert Solids and Plant Materials Recycling for requirements for the collection of debris, identification and disposal of recyclable materials, and the documentation of recycling.

PART 2 PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE (N/A)

2.2 CITY-FURNISHED PRODUCTS

- A. City will furnish items as specified in the Technical Provisions.
- B. City's Responsibilities:
 1. Arrange for and deliver City-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
 2. Arrange and pay for delivery to site.
 3. On delivery, inspect City provided products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 1. Review City-reviewed Shop Drawings, Product Data, and Samples.
 2. Receive and unload City and Contractor provided products at site; inspect for completeness or damage jointly with City.
 3. Handle, store, install, and finish products.
 4. Repair or replace items damaged after receipt.
 5. Install into Project per Contract Documents.

PART 3 EXECUTION – NOT USED

END OF DOCUMENT

DOCUMENT 00821

INSURANCE

- A. At or before the date specified in Document 00200 (Instructions to Bidders), Contractor shall furnish to City satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:
1. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall not be coverage of less than \$2,000,000 each occurrence, \$4,000,000 general aggregate limit.. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000 each person Bodily Injury, \$1,000,000 each occurrence Bodily Injury, and \$1,000,000 each occurrence Property Damage.
 3. All-Risk Course of Construction Insurance N/A for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws, water damage, flood, and damage caused by frost and freezing, in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed \$25,000. Each loss shall be borne by Contractor.
 4. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount, \$1,000,000 each occurrence.
- B. All policies of insurance shall be placed with insurers acceptable to City. The insurance underwriter(s) must have an A. M. Best Company rating of A, 7 or better or otherwise acceptable to the City. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of City, warrant such increase. Contractor shall increase required insurance amounts upon direction by City.
- C. Required Endorsements: The policies required under paragraphs A.1, A.2 and A.3 of this Document shall be endorsed as follows:
1. Name the City of Cupertino, a Municipal Corporation of the State of California, its City Council, and their employees, representatives, consultants (including without limitation Consulting Engineer), and agents, and Engineers, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required under paragraphs A.1, A.2 and A.3 of this Document 00821.(Endorsement of Aggregate Limits of Insurance Per Project)
 3. Insurance shall be primary and no other insurance or self-insured retention carried or held by City shall be called upon to contribute to a loss covered by insurance for the named insured.
 4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against City and all additional insureds, as well as other insurance carriers for the Work.
- D. Certificates of insurance and endorsements shall be on forms provided in Document 00530, (Insurance Forms) have clearly typed thereon City Project Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to City (Attention: Contract Administration/Inspection) at the address listed in Document 00520 (Contract), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents, the following insurance in amounts not less than the amounts specified. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.

Upon City's request, Contractor shall submit to City, within 30 Days, copies of the actual insurance policies or renewals or replacements.

- E. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, City may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- F. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from City under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from City, City may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If City is compelled to pay compensation, City may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse City.
- G. Nothing in this Document 00821 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- H. Except that Subcontractors need to obtain coverage of not less than \$2,000,000 each occurrence, \$4,000,000 general aggregate limit of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to City within ten Days of City's request.
- I. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
 - 1. Each Professional shall maintain the following insurance at its sole cost and expense:
 - a. Provided such insurance is customarily required by City when professionals engaged in the profession practiced by Professional directly contract with City, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 - b. All insurance required by paragraphs A.1, A.2 and A.4 of this Document 00821. Professional shall satisfy all other provisions of paragraphs A, B, C, D, E and F of this Document 00821 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.
 - J. If required by City, Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to City.

END OF DOCUMENT

DOCUMENT 00822

APPRENTICESHIP PROGRAM

Contractor and Subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one hour of apprentices work for every five hours of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

- A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five;
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF DOCUMENT

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General Demolition

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, apply to the work specified in this section.
- B. Parts 1,2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

Item	Description
General	<ul style="list-style-type: none"> • General Demolition Requirements
Special Coordination	<ul style="list-style-type: none"> • Refer to Related Sections for specific project requirements not included herein.

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 01 00 00.

Item	Description
Catalog Cuts	<ul style="list-style-type: none"> • n/a
Product Data	<ul style="list-style-type: none"> • n/a
Samples	<ul style="list-style-type: none"> • n/a
Shop Drawings	<ul style="list-style-type: none"> • n/a
Schedule	<ul style="list-style-type: none"> • Include Schedule entry on Gantt Chart for General Demolition

1.04 References/Standards

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining "Industry Standards" and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

References	<ul style="list-style-type: none"> • n/a
Standard	<ul style="list-style-type: none"> • n/a

1.05 Quality Assurance

A. Provide the following per Division 01 00 00

Item	Description
Supervision	<ul style="list-style-type: none"> • Full time supervision and observation by the Contractor of all on-site Construction Activities. • Ensure that all items to be retained in good condition and turned over to owner are properly protected.
Qualifications of Workers	<ul style="list-style-type: none"> • General Contractor shall ensure that all workers providing labor on this project are fully competent and experienced in the area of work being performed. General Contractor shall require subcontractors to remove any unqualified workers from the project.
Product Acceptance	<ul style="list-style-type: none"> • n/a
Substrate Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any item.

1.06 Quality Control by Contractor

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

Item	Description
Supervision	<ul style="list-style-type: none"> • Per Division 01 00 00
Testing	<ul style="list-style-type: none"> • n/a
Special Inspections	<ul style="list-style-type: none"> • n/a
Mock Ups	<ul style="list-style-type: none"> • n/a

1.07 Quality Control by Owner

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract.

Item	Description
Observation	<ul style="list-style-type: none"> • Per Division 01 00 00.
Inspection	<ul style="list-style-type: none"> • n/a
Testing	<ul style="list-style-type: none"> • n/a
Special Inspections	<ul style="list-style-type: none"> • n/a

1.08 Closeout

A. Provide the following Close Out materials in accordance with Division 01 00 00.

Item	Description
Product Manuals	<ul style="list-style-type: none"> • n/a
System Manuals	<ul style="list-style-type: none"> • n/a
Maint. Tools/Materials	<ul style="list-style-type: none"> • n/a
Surplus Materials	<ul style="list-style-type: none"> • n/a
Training	<ul style="list-style-type: none"> • n/a

1.09 Warranty

- A. Provide written warranty in accordance with Division 01 00 001.

Item	Description
Warranty Form	<ul style="list-style-type: none"> • Per Division 01 00 00
Warranty Period	<ul style="list-style-type: none"> • 1 year
Warranty Start	<ul style="list-style-type: none"> • Date of Substantial Completion

Part 2. Products**2.01 Not Used****Part 3. Execution****3.01 Demolition Section of Other Disciplines**

- A. This section shall apply to all demolition work defined under any other section of this Specification. Conflicts between this section and other sections shall be resolved by the Architect with favor to the most restrictive stipulation.
- B. All trades shall review all documents to determine the extent to which their demolition work may require support work from other trades.
- C. The Contractor shall be responsible to ensure that all trade work required for demolition tasks is provided regardless of the inclusion of that trade in any Plans or Demolition Sections.
1. Contractor shall provide complete service including specified demolition work as well as collateral requirements for repair, closure, termination or re-routing. No claims shall be made for incidental or peripheral demolition work associated with any specified work.

3.02 Transfer of Responsibility and Disposition of Materials

- A. Contractor shall consult with Owner prior to commencing any demolition and determine which existing items and equipment are of value to the Owner. These items shall be carefully removed to avoid damage and shall be delivered to the Owner as directed.
- B. Title to all remaining items, equipment and fixtures required to be removed, shall be vested in the Contractor whereupon the Owner will not be responsible for the condition, loss or damage to said property. All such items shall be removed from the Owner's property.

3.03 Supervision Requirements

- A. Provide continuous supervision of all demolition activities. All demolition work shall be done in conjunction with the Contract Documents and shall accommodate provisions of all aspects of the Documents.
- B. Conduct demolition to minimize interference with adjacent structures.
- C. Conduct operations with minimum interference to public or private accesses.
- D. Maintain egress and access at all times. Do not close or obstruct roadways without permits.
- E. Cease operations immediately if adjacent structures appear to be in danger. Notify Architect.

3.04 Site Safety During Demolition Operations

- A. Contractor shall provide fire watch for the site or facility during temporary shutdown of fire alarm or fire suppression systems.

- B. Contractor shall provide security services for the site or facility during temporary shutdown of the security systems.
- C. Contractor shall provide traffic control during disruption of normal traffic flow on site due to temporary alterations in site circulation system.
- D. Contractor shall provide pedestrian control during demolition operations to ensure pedestrians are protected from equipment and materials.
- E. Contractor shall provide vision shielding to prevent observation by the public of cutting and welding torches or any other source of bright light that may damage vision.
- F. Refer to Site Safety Section of this specification.

3.05 Demolition Scheduling

- A. Contractor acknowledges that Demolition Scheduling shall be coordinated with the Architect for the beneficial operation of the School Site. Contractor shall place no limitation on the extent of coordination of Demolition activities for this purpose.
- B. Contractor acknowledges that Demolition work may occur in multiple and repetitive tasks and may occur at different locations at different times, dependent on the needs of the School Site to maintain access, operation, utilities, systems and safety.
 - 1. Demolition tasks may be restricted to certain work times based on any one of the following:
 - (a) Occupancy of adjacent areas by District and the need to minimize disruption at particular times.
 - (b) Need to maintain operation of critical systems and utilities at particular times
 - 2. Demolition tasks may be restricted to certain work areas based on the nature and scope of the task and its potential affect on the users of adjacent occupied spaces.
- C. All Demolition Scheduling shall be reviewed with the Architect prior to commencing operations.
 - 1. Demolition of any items that could affect daily operations of the school shall be scheduled with the District to occur and be replaced with new construction when school is not in session.
 - 2. Demolition Operations may be limited to hours before and after school sessions depending on the time of year and the nature of the demolition work.
 - 3. Demolition Operations may be limited to periods in which school is not in session, such as weekends and holidays.
- D. Contractor shall provide allowance for multiple demolition exercises as may be required to facilitate school schedule. Coordination of demolition scheduling with District operational needs shall not be allowed as the basis of delay claims.

3.06 Notification of Demolition

- A. Provide notification of the commencement of any demolition task or phase 48 hours in advance.
- B. Do not commence demolition until the Architect has approved the task or phase and coordinated the schedule with the District.

3.07 Demolition Equipment

- A. Contractor shall provide all equipment and materials as may be necessary to perform the demolition work within the limitations of this section. No claims shall be made for special equipment or processes based on limitations of this section.

- B. Contractor shall provide equipment and tools of appropriate size, operation and function to accomplish demolition tasks within the restrictions described herein.
 - 1. Provide equipment of appropriate size to ensure the protection of existing facilities, materials and systems.

3.08 Preparation

- A. Provide, erect, and maintain temporary barriers and security devices. Include chain link fence around each phase of construction
 - 1. Include protection of all existing trees.
- B. Mark all items to be removed.
- C. Provide layout as required to direct slab and wall removal. Identify slab and walls requiring precise cutting and demolition for future fitting of new construction.

3.09 Dust Control

- A. All demolition activities shall include adequate measures for dust control. Contractor shall provide any and all means necessary to prevent the circulation of dust into adjacent buildings and site areas.
- B. Contractor shall provide the following as needed or at the request of the Architect:
 - 1. Watering shall occur over transit areas including equipment routes, equipment loads and parking areas.
 - 2. Opening protection at all areas that may include plastic barriers, fans and other means to prevent dust from spreading throughout building.
 - 3. Dust removal: Sweep or wash down of adjacent site and building areas that will be used by the public.
- C. Use all means necessary to prevent the spread of dust during performance of the work of this Section; provide dust curtains of fireproof polyethylene where indicated and where applicable, moisten surfaces as required.
- D. Provide sealed membranes with zipper operated doors over corridors and passage ways separating the work zone from occupied spaces. Provide sealed membranes over windows and ventilation openings.
 - 1. Membranes shall not limit operability of windows and ventilation systems in areas occupied by the public.
 - 2. In no case shall barriers obstruct required exit routes.

3.10 Demolition

- A. Demolish and remove components in an orderly and careful manner, in sequence as indicated on Drawings or as determined by consultation with Architect.
- B. Coordinate all structural shoring and demolition to insure that no settling, deflection or other failure occurs as a result of removal or modification of existing elements.
- C. Protect existing supporting structural members.
- D. Clearly direct demolition work so that items to remain are protected.
- E. Disconnect, cap and identify designated utilities.
 - 1. Cap utilities at appropriate locations for future service, reconnection.
 - 2. Architect may require removal of piping and raceway beyond specific work areas in order to achieve appropriate location for utility termination.

- F. Execute demolition work to ensure safety of persons and adjacent property against damage by falling debris or other causes in connection of this work.

3.11 Termination of Utilities

- A. All demolition of utility piping, wiring or ductwork shall include functional termination of piping, wiring and ductwork to remain such that:
 - 1. Operation of remaining systems is not affected or disrupted.
 - 2. Terminations can be accessed for reconnection or re-routing either as part of this work or as specified in other projects.
- B. Demolition of site and building utilities shall provide for termination and investigation regarding the operation of remaining components in adjacent buildings. Contractor shall explicitly ensure that removal of any component specified herein does not prevent remaining components from operating in occupied spaces.

3.12 Re-Installation / Reconstruction

- A. Demolition work may require the temporary removal of material, assemblies and equipment that is intended to remain. Demolition work shall require the re-installation of such items to their original condition
 - 1. Reinstallation may affect utility systems and components, electrical systems , communications and data systems and alarm systems.
 - 2. All critical systems shall be maintained in working order for the remainder of the site. No demolition work shall be allowed that will disable and system beyond the extent of a temporary shutdown.
 - 3. Contractor is responsible for returning any system to operation for adjacent areas where work of this contract has interrupted that operation.

3.13 Repair and Replacement of Damaged Assemblies, Utilities Systems

- A. Promptly repair damages caused to adjacent facilities by demolition operations, as directed by the Architect and at no cost to the District.
- B. Contractor is responsible for repair, replacement of any system or component damaged by demolition work.

3.14 Surface Restoration of Materials to Remain

- A. Where surfaces are to remain unfinished, as indicated on the drawings, Contractor shall restore such surfaces to be free of paint, plaster, fasteners, and holes.
 - 1. Contractor shall power-wash and/or sand/bead-blast all masonry and concrete surfaces indicated as to remain unfinished.
 - 2. Contractor shall extract all fasteners, including powder-driven fasteners, expansion anchors, and lead anchors, and patch resulting holes to match adjacent surface. Alternatively, fasteners may be cut off at least 1/2" below surface of remaining material, and patched to match adjacent surface.
- B. Unfinished surfaces which are to remain visible when construction is complete shall be restored uniformly, regardless of whether the damage or marks were pre-existing or caused by demolition work.
- C. Surfaces receiving new finishes shall be prepared per Specifications and manufacturer's instructions for the specified finishes.

3.15 Disposal of Debris

- A. Remove from the site and legally dispose of all debris resulting from demolition operations.

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- B. Provide certification that all materials have been disposed of at appropriate facilities via appropriate methods.
 - 1. Provide dump receipts describing yardage and material content.
 - 2. Provide certification for all hazardous materials.

3.16 Recycling

- A. Prepare a recycling plan describing the types and estimated quantities of materials to be removed that can be recycled.
- B. Dispose of all recyclable materials at appropriate disposal facilities as required by local regulatory agencies.
- C. Provide receipts from all facilities at which material was deposited for recycling purposes.

3.17 Cleaning

- A. Remove demolished materials from site as work progresses.
 - 1. Provide debris box or trucking as appropriate to task.
 - 2. Remove debris boxes upon filling to capacity.
 - 3. Remove partially filled boxes within one week of delivery.
 - 4. Prevent access to debris boxes by the public.
- B. Leave areas of work in clean condition.
 - 1. Provide sweeping, vacuuming, mopping and other janitorial services as required.

End of Section

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Metal Framing

Part 1. General

1.01 Description

- A. Section Includes: Provision of light gauge steel stud and joist framing. Work includes, but is not necessarily limited to the following:
1. Load-bearing steel stud framing at exterior walls.
 2. Interior stud wall and ceiling framing with studs 18-gauge and heavier.
 3. Framing accessories.

1.02 REFERENCES

- A. Requirements of the GENERAL CONDITIONS and DIVISION NO. 1 apply to all Work in this Section.
- B. Published specifications, standards, tests, or recommended methods of trade, industry, or governmental organizations apply to Work of this Section where cited by abbreviations noted below (latest editions apply).
1. California Building Code (CBC), 2013 Edition.
 2. American Society for Testing and Materials (ASTM).
 3. Federal Specifications (FS).
 4. American Welding Society (AWS) D1.3: "Structural Welding Code - Sheet Steel."
 5. American Iron and Steel Institute (AISI): "Specifications for the Design of Cold-Formed Steel Structural Members."
 6. Metal Lath Association (MLA): "Specifications for Metal Lath and Furring."
 7. Steel Structures Painting Council (SSPC): "Painting Manual."

1.03 QUALITY ASSURANCE

- A. Regulatory Requirements:
1. Comply with fire-resistance ratings as indicated and as required by governing authorities and codes.
 2. Provide materials, accessories, and application procedures which have been listed by an approved testing agency or tested according to ASTM E119 for the type of construction shown.
 3. Comply with requirements of CBC Section 2202.2.3 for design and identification of cold-formed steel.
 4. Framing system shall conform to ICBO Report for stud gauge and spacing for all wall conditions.
- B. Steel stud system shall conform to referenced AISI documents.
- C. Installer: Company specializing in performing the work of this Section with minimum 3 years documented experience.
- D. Welders: Qualified in accordance with AWS D1.3 for welding process, position, type of weld and type of steel.

1.04 SUBMITTALS

- A. Submit in accordance with provisions of Section 01 32 19, "Submittals."

- B. Structural Calculations and shop drawings, stamped and signed by a California registered Professional Engineer (Civil or Structural), qualified and experienced in the design of metal framing systems.
 - C. Shop Drawings: Include plans and elevations at not less than 1/4 inch to 1'0" scale, and details at not less than 3-inches to 1'0" scale.
 - 1. Indicate wall stud and ceiling joist layout.
 - 2. Indicate component details, framed openings, bearing, and anchorage to structure, type and location of fasteners and accessories, and items required of related work for complete installation of steel stud system.
 - D. Product Data: Manufacturer's ICBO report, specifications and installation instructions for steel studs, fasteners, and accessories.
 - E. Experience of installer if requested by Architect.
- 1.05 PRODUCT DELIVERY, STORAGE AND HANDLING**
- A. Procedures: In accordance with Section 01 66 00, "Materials and Equipment."
 - B. Protect framing from rusting and damage.
 - C. Deliver in manufacturer's unopened containers or bundles fully identified with name, brand, type and grade.
 - D. Store inside a dry, ventilated space, and protect framing from rust and damage.
- 1.06 JOB CONDITIONS**
- A. Coordinate stud sizes and layouts with the work of the various trades. Where ductwork, conduit, piping, casework, and other such items exceed indicated available space, increase stud sizes or make other minor modifications as necessary to accommodate the work at no change in cost of the Work.

PART 1 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturers: Any member of the Steel Stud Manufacturer's Association (ICC ER-4943P).

2.02 MATERIALS

- A. Sheet Steel: ASTM A653, Grade 50 and 33.
- B. Studs: Cee studs with punched web, unless otherwise noted, formed of gauge as specified on the Drawings.
 - 1. Provide ASTM A653, Grade 50 and 33, shop-coat with manufacturer's standard rust-inhibitive primer after fabrication.
 - 2. Minimum properties for each size stud shall be as follows, unless otherwise indicated on Drawings.

Size (inches)	Gauge	Flange Width (in.)	Moment of Inertia (in.)	Section Modulus (in.)	Grade (ksi)
3-5/8	16	1-5/8	0.873	0.481	50
3-5/8	18	1-5/8	0.710	0.392	33
6	16	1-5/8	2.860	0.953	50
6	18	1-5/8	2.316	0.772	33
8	16	1-5/8	5.736	1.434	50

- C. Floor Tracks: Formed from same gauge and grade of steel as used for studs: 1-1/4-inch legs.
- D. Provide ASTM A653, Grade D, or shop-coat with rust-inhibitive primer after fabrication.
- E. Ceiling Tracks: Formed from 16-gauge steel, 2-inch legs.
- F. Cold-Rolled Furring Channels: As specified in Section 09 53 00, "Metal Support Systems."
- G. Partition Stiffeners or Bridging: Unpunched channel shape, formed of 16-gauge steel to required dimensions.
- H. Powder-Driven Fasteners:
 - 1. Tempered-steel pins with special corrosive-resistant plating or coating.
 - 2. Pins shall have guide washers to accurately control penetration, minimum 1-1/4 inch.
 - 3. Fastening shall be accomplished by low-velocity, piston-driven, powder-accentuated tool.
 - 4. Pins and tool shall be Hilti Fastening Systems DN-32-P8 (ICC ER-1663) or equal product substituted per Section 01630.
- I. Expansion Bolts: Hilti Fastening Systems "TZ Concrete Anchors" (ICC ESR-1385), or equal product substituted per Section 01630.
- J. Welding Electrodes: AWS low hydrogen, rod number and diameter as approved by the Owner's Testing Agency.
- K. Bracing: Provide cross diagonal 3-inch wide by 14-gauge straps, welded as indicated on the Drawings and per stud manufacturer's specifications for frame stability.
- L. Touch-up Primer for Galvanized Surfaces: SSPC Paint 20 zinc rich.
- M. Metal Screws: Self-drilling and self-tapping; No. 8 pan head and larger as noted on Drawings.

PART 2 - EXECUTION

3.01 PREPARATION

- A. Coordinate details and requirements of other Work which adjoins or fastens to studs and requires backing or special support framing included in this Section.
 - 1. Items requiring backing or support include, but are not necessarily limited to casework, wall-specialties, and similar items.
 - 2. Obtain Architect's approval of backing method proposed to satisfy requirements of this Section which differs from methods noted or shown.

3.02 EXAMINATION

- A. Examine all parts of the supporting structure and the conditions under which studs will be installed.
- B. Notify the Architect, in writing, of any conditions detrimental to the proper and timely completion of the Work.
- C. Do not proceed with the installation of steel studs until unsatisfactory conditions have been corrected.

3.03 INSTALLATION

- A. Tracks shall be securely anchored to supporting structure, with fasteners specified at not more than 24 inches on center.
- B. Complete, uniform, and level bearing support shall be provided for the bottom track at each bearing/stud location. Install full metal shims below bottom track at stud locations as needed, or set bottom track in high-strength grout.
- C. Abutting or intersecting pieces or track shall be securely anchored to a common structural element or spliced together.
 - 1. Splices or butt welds shall be used at all butt joints in the runner track.
 - 2. Do not splice studs.
- D. Studs shall sit squarely in the top and bottom runner track with firm abutment against track webs.
 - 1. Studs shall be aligned or plumbed and securely fastened to the flanges of both top and bottom track.
 - 2. Space studs 16 inches on center maximum unless otherwise noted on Drawings.
- E. Framed wall openings shall include a header and multiple studs at each edge of opening as indicated on Drawings.
- F. Diagonal bracing shall be installed at locations indicated for frame stability.
- G. Install bridging as indicated on Drawings where studs are to be finished on one side only.
- H. Form corners and intersections of partitions with three studs. Provide additional studs as indicated or required.
- I. Joining of members shall be made with welding; wire tying of framing members shall not be permitted.
- J. Welded connections shall be made by resistance spot fusion welding, fillet welding, or plug welding and shall be done in accordance with the latest recommended procedures and practices of the American Welding Society.
- K. Do not cut or notch stud flanges or cut additional opening in stud web.

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- L. Field abrasions and welds shall be touched up with zinc rich primer.
 - M. Tolerance: Install members to provide surface plane with maximum variation of 1/4 inch in 10 feet in any direction.
- 3.04 INSTALLATION OF FIRE-RATED ASSEMBLIES**
- A. Install studs which are components of fire-rated wall assemblies as indicated.
- 3.05 BACKING IN STUD PARTITIONS**
- A. Securely weld or screw cut sections of unpunched stud to at least three stud or furring supports, leaving flat surface of backing stud web to receive attachment of object to be secured.
 - B. Verify that any predrilling of backing and attachment of spacers to prevent crushing of collateral material is done prior to application of collateral material.
 - C. If it is determined by the Architect that backing was not provided for any items as required, the Contractor shall remove the finish material and install backing. The Contractor shall patch and refinish surface to match adjacent area and finish.
- 3.06 FIELD QUALITY CONTROL**
- A. The Owner's Testing Agency will:
 - 1. Provide continuous inspection of welding, including prior fit-up, welding equipment, weld quality, and welder certification in accordance with CBC Section 1701.5(5.1).
 - 2. Provide continuous inspection during installation as required to establish conformity of Work requirements.

End of Section

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Building Insulation

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, Apply to the work specified in this section.
- B. Part 1, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of all work of this Contract.
- B. Applications of insulation specified in this section

Item	Description
General	<ul style="list-style-type: none"> • Batt insulation with FSK vapor retarder at exterior walls and roofs • All other insulation indicated in plans.

- C. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Section 01 32 16.

Item	Description
Catalog Cuts	<ul style="list-style-type: none"> • Manufacturer's information for the specified R-value product
Product Data	<ul style="list-style-type: none"> • Provide product data for each type of product and process specified in this section • Manufacturers Specification • Certification as required by CCR Title 24n/a
Samples	<ul style="list-style-type: none"> • n/a
Shop Drawings	<ul style="list-style-type: none"> • n/a
Schedule	<ul style="list-style-type: none"> • Include Schedule entry on Gantt Chart

1.04 Quality Control

- A. The following procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

Item	Description
Supervision	<ul style="list-style-type: none"> • Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all

- | | |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Qualifications of Workers | <ul style="list-style-type: none"> materials and products manufactured or assembled off-site. General Contractor shall ensure that all workers providing labor on this project are fully competent and experienced in the area of work being performed. General Contractor shall require subcontractors to remove any unqualified workers from the project. |
| Product Acceptance | <ul style="list-style-type: none"> General Contractor (Superintendent) shall verify and accept all products delivered to site prior to installation. |
| Substrate Acceptance | <ul style="list-style-type: none"> General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any item. |

1.05 Delivery and Storage of Materials

- A. All materials shall be delivered in their original unopened packages and stored in an enclosed shelter providing protection from damage and exposure to the elements. Damaged or deteriorated materials shall be removed from the premises.

1.06 Reference Standards

- | | |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| References | <ul style="list-style-type: none"> ASTM C-578 ASTM C-518 ASTM-E136 |
| Standard | <ul style="list-style-type: none"> California Energy Commission All insulation materials, including facings, installed within ceiling assemblies, walls, crawl spaces or attics, shall have a flame-spread rating not to exceed 25 and a smoke density not to exceed 450 when tested in accordance with ASTM E84 When such materials are installed in concealed spaces, the flame-spread and smoke-developed limitations do not apply to facings, provided that the facing is installed in substantial contact with the unexposed surface of the ceiling, floor or wall finish. |

1.07 Warranty

- A. Provide written warranty in accordance with Division 01 00 00.

Item	Description
Warranty Form	<ul style="list-style-type: none"> Per Division 01 00 00 All products shall be warranted for a period of 2 years from date of acceptance of the work. Defects of materials or workmanship occurring during the warranty period shall be corrected to the complete satisfaction of the Architect and Owner
Warranty Period	<ul style="list-style-type: none"> 2 year
Warranty Start	<ul style="list-style-type: none"> Date of Substantial Completion

Part 2. Products

2.01 Acceptable Manufacturers

- A. Manufacturers of Glass Fiber Insulation:
 - 1. Owens-Corning Fiberglas Corp. (www.owenscorning.com)
 - 2. Johns Manville (www.jm.com)

2.02 Insulating Materials

- A. Batt Insulation
 - 1. Walls: R-19
 - 2. Attics: R-30
 - 3. Roof/ceiling assembly: R-30
- B. Vapor Retarder
 - 1. FSK (Foil-scrim-kraft) vapor retarder laminated to batts at exterior walls and roof.

2.03 Product Requirements

- A. Flame spread shall not exceed 25
- B. Smoke Density shall not exceed 450 when tested in accordance with UBC standard 8-1

2.04 Accessories

- A. Provide the following accessory products/materials:
 - 1. Fasteners: Comply with roof board and roofing membrane manufacturer requirements.
 - 2. Adhesive: Comply with roof board and roofing membrane manufacturer requirements.

Part 3. Execution

3.01 Inspection and Preparation

- A. Require Installer to examine substrates and conditions under which insulating work is to be performed. Do not proceed with installation of insulation until any unsatisfactory conditions have been corrected.
- B. Do not install insulation until the space to be insulated has been inspected and approved by the Project Inspector. Provide minimum 48 hours written notification.

3.02 Installation, General

- A. Comply with manufacturer's instructions for particular conditions of installation in each case. If printed instructions are not available or do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding with work.
- B. Extend insulation full thickness as shown over entire areas to be insulated. Cut and fit tightly around obstructions, and fill voids with insulation. Remove projections that interfere with placement.

3.03 Installation of Thermal Insulation

- A. Install thermal insulation in ceiling joist bays. Butt ends of blankets closely together and fill all voids.
- B. Insure required air space above batts remains per details at all locations.
- C. Insure required airspace is continuous with adjacent airspaces leading to a point of positive ventilation.

3.04 Protection

- A. Protect installed work from damage due to subsequent construction activity on the site.

End of Section

Sheet Membrane Air Barrier Vapor Impermeable

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, apply to the work specified in this section.
- B. Parts 1,2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

Item	Description
Air Barrier	<ul style="list-style-type: none"> • Materials and installation of sheet-applied air- and vapor-barrier membrane system located in the non-accessible part of the wall.
Special Considerations	<ul style="list-style-type: none"> • Materials and installation methods to bridge and seal air leakage pathways in roof and foundation junctions, window and door openings, control and expansion joints, masonry, ties, piping, and other penetrations through the wall assembly. • Coordinate all interactions with existing moisture protection system to provide continuous barrier at interface between new and old work.

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 01 00 00.

Item	Description
Catalog Cuts	<ul style="list-style-type: none"> • Manufacturer's product literature
Product Data	<ul style="list-style-type: none"> • Manufacturer's product data, installation instructions, use limitations, and substrate preparation recommendations.
Samples	<ul style="list-style-type: none"> • Representative sample of membrane and flashing materials used.
Shop Drawings	<ul style="list-style-type: none"> • Show locations and extend of air and vapor barrier system including details for terminations, flashings, penetrations, window and door openings, and treatment of substrate joints and cracks.
Qualifications	<ul style="list-style-type: none"> • Written documentation demonstrating installer's

Warranty	<ul style="list-style-type: none"> qualifications as required below. • Submit sample warranty identifying terms and conditions as required below.
Schedule	<ul style="list-style-type: none"> • Include Schedule entry on Gantt Chart for Installation

1.04 References/Standards

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining “Industry Standards” and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

Standards	<p>American Society for Testing and Materials (ASTM) standards:</p> <ul style="list-style-type: none"> • E96 Test Methods for Water Vapor Transmission of Materials • D570 Test Method for Water Absorption of Plastics • E154 Test Method for Water Vapor Retarders used in contact with Earth Under Concrete Slabs, on Walls or as Ground Cover • D1004 Test Method for Initial Tear Resistance of Plastic Film and Sheeting • D1938 Test Method for Tear Propagation Resistance of Plastic Film and Thin Sheeting by a Single-Tear Method • D1876 Test Method for Peel Resistance of Adhesives • D1970 Standard Specifications for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection • D412 Test Methods for Vulcanized Rubber & Thermoplastic Rubbers and Thermoplastic Elastomers – Tension • E2178 Standard Test Method for Air Permeance of Building Materials • E2357 Standard Test Method for Determining Air Leakage of Air Barrier Assemblies
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1.05 Quality Assurance

- A. Provide the following per Division 01 00 00

Item	Description
Supervision	<ul style="list-style-type: none"> • Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site.

Manufacturer	<ul style="list-style-type: none"> • Air and vapor barrier systems shall be manufactured and marketed by a firm with a minimum of 20 years of experience in the production and sales of waterproofing and air barrier products. • Provide compatible components of a single system from the same manufacturer.
Installer	<p>The installer shall demonstrate qualifications to perform the work of this Section by submitting the following:</p> <ul style="list-style-type: none"> • List of at least three (3) projects contracted within the past five (5) years of similar scope and complexity to this project carried out by the firm and site supervisor. • Installer must show evidence of adequate equipment and trained field personnel to successfully complete the project in a timely manner.
Qualifications of Workers	<ul style="list-style-type: none"> • General Contractor shall ensure that all workers providing labor on this project are fully competent and experienced in the area of work being performed. • General Contractor shall require subcontractors to remove any unqualified workers from the project.
Product Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify and accept all products delivered to site prior to installation.
Substrate Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any item.
Structural Calculations	<ul style="list-style-type: none"> • Provide structural calculations as required to meet California Building Code. Calculations shall be by a Structural Engineer licensed in the state of California. Fabrication drawings shall be stamped by a California Licensed Structural Engineer.

1.06 Quality Control by Contractor

- A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

Item	Description
Supervision	<ul style="list-style-type: none"> • Per Division 01 00 00
Testing	<ul style="list-style-type: none"> • Cooperate and coordinate with the Owner’s inspection and testing agency. Do not cover any installed air and vapor barrier membrane until it has been inspected, tested and approved.
Special Inspections	<ul style="list-style-type: none"> • n/a
Mock Ups	<ul style="list-style-type: none"> • Prior to installation of the air and vapor barrier system a field-constructed mock-up shall be provided under the provisions of Section [01340 – Shop Drawings, Product Data, Samples and Mock-

ups] to verify details and tie-ins and to demonstrate the required quality of materials and installation.

- Construct a typical exterior wall section, 8 feet long and 8 feet wide, incorporating back-up wall, cladding, window and doorframe and sill, insulation, flashing and any other critical junction (roof, foundation, etc).
- Allow 24 hours for inspection and testing of mock-up before proceeding with air and vapor barrier work.
- Mock-up may remain as part of the work.

1.07 Quality Control by Owner

- A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract.

Item	Description
Observation	Per Division 01 00 00.
Inspection	n/a
Testing	n/a
Special Inspections	n/a

1.08 Closeout

- A. Provide the following Close Out materials in accordance with Division 01 00 00.

Item	Description
Product Manuals	Maintenance and Operations instructions / manuals provided by all product / material manufacturers.
System Manuals	Maintenance and Operations instructions / manuals provided by subcontractors for assemblies / systems.
Surplus Materials	Provide written warranty complying with the requirements of this section
Training	NA

1.09 Warranty

- A. Provide written warranty in accordance with Division 01 00 00

Item	Description
Warranty Form	Per Division 01 00 00
Warranty Period	5 years
Warranty Start	Date of Substantial Completion

- B. Submit manufacturer's warranty that air and vapor barrier and accessories are free of defects at time of delivery and are manufactured to meet manufacturer's published physical properties and material specifications.

Part 2. Products

2.01 Products and Manufacturers

- A. Perm-a-Barrier Wall Membrane, Grace Construction Products (www.graceconstruction.com)
1. Perm-a-Barrier Wall Membrane
 2. Perm-a-Barrier Detail Membrane

3. Perm-a-Barrier Wall Flashing
4. Perm-a-Barrier WB Primer

B. Or approved equal

2.02 Materials

A. Provide all materials from a single manufacturer, following manufacturer's compatibility instructions.

B. Self-Adhered Air Barrier Membrane

1. Description: Minimum 1mm (.040 in) thick membrane comprised of 0.9mm (0.036in) of self-adhesive rubberized asphalt integrally bonded to 0.1 mm (.004 in) of cross-laminated, high-density polyethylene film. Membrane shall be interleaved with disposable silicone-coated release paper until installed.
2. Thickness: 1.0mm (0.040 in) nominal [ASTM D3767 Method A]
3. Air Permeance: less than 0.001 L/(s*m²) (0.0002 cfm/sf) at 75Pa (0.3in H₂O) [ASTM E 2178]
4. Assembly Air Permeance: less than 0.004 L/(s*m²) (0.0008 cfm/sf) at 75Pa (0.3in H₂O) [ASTM E 2357]
5. Water Vapor Permeance: less than 2.9ng/(Pa*s*m²) (0.05 perms) [ASTM E 96, Method B]
6. Water Absorption: Max 0.1% by weight [ASTM D 570]
7. Puncture Resistance: 178N (40lbs) [ASTM E 154]
8. Lap Adhesion: 880 N/m (5.0 lbs/in) of width at -4°C (25°F) [ASTM D 1876]
9. Low Temperature Flexibility: unaffected to -43°C (-45°F) [ASTM D 1970]
10. Tensile Strength: Min 2.7 MPa (400psi) [ASTM D 412, Die C Modified]
11. Elongation, Ultimate Failure of Rubberized Asphalt: Min. 200% [ASTM D 412, Die C]

C. Transition Membrane

1. Description: Min. 1 mm (.040 in) thick membrane comprised of 0.9 mm (0.036 in) of self-adhesive rubberized asphalt integrally bonded to 0.1 mm (.004 in) of cross-laminated, high-density polyethylene film. Membrane shall be interleaved with disposable silicone-coated release paper until installed.
2. Water Vapor Transmission: ASTM E 96, Method B: 2.9 ng/m²sPa (0.05 perms) max.
3. Air Permeance at 75Pa (0.3 in. water) pressure difference: 0.0006 L/(s.m²) (0.00012 cfm/ft²) max.
4. Puncture Resistance: ASTM E 154: 178 N (40 lbs.) min.
5. Lap Adhesion at -4°C (25°F), ASTM D 1876: 880 N/m (5.0 lbs./in.) of width min.
6. Low Temperature Flexibility, ASTM D 1970: Unaffected to -43°C (-45°F).
7. Tensile Strength, ASTM D 412, Die C Modified: min. 2.7 MPa (400 psi)
8. Elongation, Ultimate Failure of Rubberized Asphalt, ASTM D 412 Die C: min. 200%

D. Flexible Membrane Wall Flashing

1. Description: Min. 1 mm (.040 in) thick membrane comprised of 0.8 mm (0.032 in) of self-adhesive rubberized asphalt integrally bonded to 0.2 mm (.008 in) of cross-laminated, high-density polyethylene film. Membrane shall be interleaved with disposable silicone-coated release paper until installed.
2. Performance Requirements:
3. Water Vapor Transmission, ASTM E 96, Method B: 2.9 ng/m²sPa (0.05 perms) max.
4. Water Absorption, ASTM D 570: max. 0.1% by weight
5. Puncture Resistance, ASTM E 154: 356 N (80 lbs.) min.
6. Tear Resistance
 - (a) Initiation ASTM D 1004: min. 58 N (13.0 lbs.) M.D.

- (b) Propagation ASTM D 1938: min. 40 N (9.0 lbs.) M.D.
- 7. Lap Adhesion at -4°C (25°F), ASTM D 1876: 880 N/m (5.0 lbs./in.) of width
- 8. Low Temperature Flexibility, ASTM D 1970: Unaffected to -43°C (-45°F)
- 9. Tensile Strength, ASTM D 412, Die C Modified: min. 5.5 MPa (800 psi)
- 10. Elongation, Ultimate Failure of Rubberized Asphalt, ASTM D412, Die C: min. 200%
- E. Air and Vapor Barrier Accessories
 - 1. Primer: Water-based primer which imparts an aggressive, high tack finish on the treated substrate
 - (a) Flash Point: No flash to boiling point
 - (b) Solvent Type: Water
 - (c) VOC Content: Not to exceed 10 g/l
 - (d) Application Temperature: -4°C (25°F) and above
 - (e) Freezing point (as packaged): -7°C (21°F)
 - 2. Sealant: Two-part, elastomeric, trowel grade material designed for use with self-adhered membranes and tapes. 10 g/l max. VOC Content.

Part 3. Execution

3.01 Examination

- A. The installer shall examine conditions of substrates and other conditions under which this work is to be performed and notify the contractor, in writing, of circumstances detrimental to the proper completion of the work. Do not proceed with work until unsatisfactory conditions are corrected.

3.02 Preparation

- A. Refer to manufacturer's literature for requirements for preparation of substrates. Surfaces shall be sound and free of voids, spalled areas, loose aggregate and sharp protrusions. Remove contaminants such as grease, oil and wax from exposed surfaces. Remove dust, dirt, loose stone and debris. Use repair materials and methods that are acceptable to manufacturer of the fluid-applied waterproofing.
- B. Exterior sheathing panels: Ensure that the boards are sufficiently stabilized with corners and edges fastened with appropriate screws in accordance with exterior sheathing manufactures written instructions.
- C. Masonry Substrates: Apply air and vapor barrier over concrete block and brick with smooth and flush mortar joints. Fill all voids and holes, particularly in the mortar joints, with a lean mortar mix, non-shrinking grout or parge coat.
- D. Related Materials: Treat construction joints and install flashing as recommended by air barrier manufacturer.

3.03 Delivery, Storage, and Handling

- A. Deliver materials and products in labeled packages. Store and handle in strict compliance with manufacturer's instructions, recommendations and material safety data sheets. Protect from damage from sunlight, weather, excessive temperatures and construction operations. Remove damaged material from the site and dispose of in accordance with applicable regulations.
- B. Do not double-stack pallets of fluid applied membrane components on the job site. Provide cover on top and all sides, allowing for adequate ventilation.

- C. C. Protect fluid-applied membrane components from freezing and extreme heat.
- D. D. Sequence deliveries to avoid delays, but minimize on-site storage.

3.04 Project Conditions

- A. Perform work only when existing and forecasted weather conditions are within the limits established by the manufacturer of the materials used. Proceed with installation only when the substrate construction and preparation work is complete and in condition to receive the air and vapor barrier membrane.

3.05 Installation

- A. Refer to manufacturer's literature for recommendations on installation
- B. Apply air barrier membrane to achieve a continuous air barrier according to air barrier manufacturer's written instructions.
- C. Application of Self-Adhered Air Barrier Membrane
 1. Install air & vapor barrier to dry surfaces at air and surface temperatures of -4°C (25°F) and above in accordance with manufacturer's recommendations, at locations indicated on Construction Documents.
 2. Prime substrate to receive air barrier membrane as required per manufacturers written instructions.
 3. Precut pieces of air & vapor barrier into easily handled lengths.
 4. Remove silicone-coated release paper and position membrane carefully before placing length horizontally against the surface.
 5. Begin installation at the base of the wall placing top edge of membrane immediately below any masonry reinforcement or ties protruding from substrate.
 6. When properly positioned, place against surface by pressing firmly into place. Roll membrane with extension-handled countertop roller immediately after placement.
 7. Overlap horizontally adjacent pieces 50 mm (2 in.) and roll seams.
 8. Subsequent sheets of membrane applied above shall be positioned immediately below masonry reinforcement or ties. Bottom edge shall be slit to fit around reinforcing wires or ties, and membrane shall overlap the membrane sheet below by 50 mm (2 in.). Roll firmly into place.
 9. Seal around masonry reinforcing or ties and all penetrations with termination mastic.
 10. Continue the membrane into all openings in the wall, such as doors, windows, etc., and terminate at points that will prevent visibility from interior.
 11. Coordinate the installation of air & vapor barrier with roof installer to ensure continuity of membrane with rooftop air & vapor membrane.
 12. At end of each working day seal top edge of air & vapor barrier to substrate with termination mastic.
 13. Do not allow the rubberized asphalt surface of the air & vapor barrier membrane to come in contact with polysulfide sealants, creosote, uncured coal tar products or EPDM.
 14. Do not expose air & vapor barrier membrane to sunlight for more than thirty days prior to enclosure.
 15. Inspect installation prior to enclosing and repair punctures, damaged areas and inadequately lapped seams with a patch of the membrane sized to extend 150 mm (6 in.) in all directions from the perimeter of the affected area.
- D. Application of Transition Membrane
 1. Prime substrate to receive transition membrane as required per manufacturers written instructions.
 2. Apply transition membrane with a minimum overlap of 75mm (3 in.) onto each surface at all beams, columns and joints as indicated in detail drawings.

3. Tie in to window and door frames, spandrel panels, roof and floor intersections and changes in substrate.
 4. Use pre-cut, easily handled lengths for each location.
 5. Remove silicone-coated release paper and position membrane flashing carefully before placing it against the surface.
 6. When properly positioned, place against surface by pressing firmly into place by hand roller.
 7. Overlap adjacent pieces 50 mm (2 in.) and roll all seams with a hand roller.
 8. Seal top edge of flashing with termination mastic.
 9. When transition flashing is pre-installed prior to application of Fluid Applied Membrane, apply transition flashing as above. Spray or trowel a continuous uniform film of Fluid Membrane at min. 60 mils (1.5 mm or .060 in.) dry film thickness using multiple, overlapping passes, with a minimum overlap of 75 mm (3 in.) onto transition flashing. For sill condition, spray or trowel Fluid Membrane onto pre-installed sill flashing and onto horizontal section of sill.
- E. Application of Flexible Membrane Wall Flashing
1. Prime substrate to receive wall flashing as required per manufacturers written instructions.
 2. Precut pieces of flashing to easily handled lengths for each location.
 3. Remove silicone-coated release paper and position flashing carefully before placing it against the surface.
 4. When properly positioned, place against surface by pressing firmly into place by hand roller. Fully adhere flashing to substrate to prevent water from migrating under flashing.
 5. Overlap adjacent pieces 50 mm (2 in.) and roll all seams with a hand roller.
 6. Trim bottom edge 13 mm (1/2 in.) back from exposed face of the wall. Flashing shall not be permanently exposed to sunlight.
 7. At heads, sills and all flashing terminations, turn up ends a minimum of 50 mm (2 in.) and make careful folds to form an end dam, with the seams sealed.
 8. Seal top edge of flashing with termination mastic.
 9. Do not allow the rubberized asphalt surface of the flashing membrane to come in contact with poly-sulfide sealants, creosote, uncured coal tar products or EPDM.

3.06 Cleaning and Protection

- A. Remove any masking materials after installation. Clean any stains on materials that would be exposed in the completed work using procedures as recommended by manufacturer.
- B. Perm-A-Barrier Wall Membrane is not suitable for permanent exposure and should be protected from the effects of sunlight.
- C. Schedule work to ensure that the Perm-A-Barrier Wall Membrane system is covered as soon as possible after installation. Protect Perm-A-Barrier Wall Membrane system from damage during subsequent operations. If the Perm-A-Barrier Wall Membrane system cannot be covered within 30 days after installation, apply temporary UV protection such as dark plastic sheet or tarpaulins.

End of Section

Joint Sealers

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, Apply to the work specified in this section.
- B. Part 1, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section. Items noted here are those specifically related to the General Contractor'
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of all work of this Contract.
- B. The required applications of sealants and caulking include, but are not necessarily limited to, the following general locations:

Item	Description
Sealants	<ul style="list-style-type: none"> • Provide and install all sealants required as part of this section or any other section of these specifications. Locations include, but are not limited to, items below: • Interior acoustic sealant at penetrations in shared walls • Door threshold sealant • Fire stop sealant and "safe-ing" at new and existing penetrations through all rated assemblies, and at locations indicated in the Drawings • Flooring joints • Any additional locations requiring sealant, air-tight installation, weather tight installation or joint closure for appearance purposes.

- C. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Section 01 32 19.

Item	Description
Catalog Cuts	<ul style="list-style-type: none"> • See below
Product Data	<ul style="list-style-type: none"> • Provide product data for each type of product and process specified in this section and incorporated into the work of other sections during fabrication, finishing, and installation. • Submit two copies of manufacturer's specifications, recommendations, and installation instructions for each

type of sealant, caulking compound, and associated miscellaneous materials required. Include manufacturer's published date, or letter of certification, or certified test laboratory report indicating that each material complies with the requirements and is intended generally for the applications shown.

- Submit product data indicating sealant chemical characteristics, performance criteria, limitations, and color availability
- Provide data for initial selection purposes in form of manufacturer's color charts, actual units or sections of units, products or assemblies
- Submit samples of texture finish
- Provide samples showing full range of colors, textures, and patterns available for each type of material indicated.
- n/a
- Provide schedule for job indicating the location and type of sealant proposed to be used for each condition
- Include Schedule entry on Gantt Chart for Installation

1.04 Quality Assurance

- A. The following procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

Item	Description
Supervision	<ul style="list-style-type: none"> • Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site.
Qualifications of Workers	<ul style="list-style-type: none"> • General Contractor shall ensure that all workers providing labor on this project are fully competent and experienced in the area of work being performed. General Contractor shall require subcontractors to remove any unqualified workers from the project.
Product Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify and accept all products delivered to site prior to installation.
Substrate Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any item.
Manufacturer	<ul style="list-style-type: none"> • Company specializing in manufacturing the products specified in this Section with minimum three years experience.
Applicator	<ul style="list-style-type: none"> • Company specializing in applying the work of this Section with minimum three years experience.

1.05 References

- ANSI/ASTM D1565 - Flexible Cellular Materials -

Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).

- ASTM C920-76, Types - Urethane Sealants.
- SWI (Sealing and Waterproofers Institute) - Sealant and Caulking Guide Specification.

1.06 Sequencing and Scheduling

- A. Coordinate the work of this Section with all Sections referencing this Section.

1.07 Warranty

Item	Description
Warranty Form	• Per Division 01 00 00
Warranty Period	• Provide three year warranty for sealants
Warranty Start	• Date of Substantial Completion

- A. Warranty: Include coverage of installed sealants and accessories which fail to achieve air tight and watertight seal, exhibit loss of material, adhesion or cohesion, or do not fully cure.

1.08 Job Conditions

- A. Conditions of Other Work: Examine the joint surfaces, backing, and anchorage of units forming sealant rabbet and the conditions under which the sealant work is to be performed, and notify the Architect, in writing, of any conditions detrimental to the proper and timely completion of the work and performance of the sealants. Do not proceed with the sealant work until satisfactory conditions have been corrected.
- B. Weather Conditions: Do not proceed with installation of sealants under adverse weather conditions or when temperatures are below or above manufacturer's recommended limitations for installation.

Part 2. Products

2.01 Acceptable Manufacturers

- A. Sika
- B. Mameco
- C. Vulkem
- D. Sonneborn
- E. or approved equal (substitution under provisions of Division 1)

2.02 Materials

- A. Polyurethane Sealant
FS TT-S-00230C, Type II - non-sag, Class A; color as selected by Architect, use on exterior window and door perimeter joints, flashing bedding joints, or other locations where sealant or caulking is shown on dwgs.
- B. Seal between foundation and new sill plate
"SILL SEAL", as manufactured by Dow Chemical, Ethafoam 221, polyethylene foam sealant.
- C. Between floor and new door thresholds:
"GEOCEL" GSL-2000, all acrylic - solvent based sealant.
- D. Fire rated Sealant (Fire Caulk)

Seal around all new and existing plumbing, electrical and miscellaneous penetrations through party walls, corridor walls, occupancy walls, floors, roof and other fire rated assemblies; Dow Corning - Fire stop #2000, one part silicone elastomer.

- E. Sanitary Sealant, at perimeter of toilet room fixtures
Dow Corning #786, mildew resistant silicone sealant, white color U.O.N.
- F. Interior woodwork joints
At painted finishes, seal wood joints, trim to wall joints. DAP Formula 230.
- G. Mastic
Bituminous plastic cement, Federal Specification SS-C153; DAP Blacktite or approved equal.
Use for setting purposes only.
- H. Sealant A
Used for sealing joints between metal and concrete, metal and metal, concrete and concrete, metal and wood, wood and concrete, and general use. One part acrylic, Tremco "Mono" or approved equal. Colors as selected by the Architect.

2.03 Accessories

- A. Primer
Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner
Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing
ANSI/ASTM D1565; round, open cell polyethylene foam rod; oversized 30 to 50 percent larger than joint width.

Part 3. Execution

3.01 Inspection

- A. Examine existing exterior sealants, and evaluate condition. Undamaged existing sealants which have good adhesion, cohesion, or elasticity can remain, but must be guaranteed by contractor as would be for new sealants.
- B. Verify new sealant joint dimensions, substrate materials and conditions
- C. Verify physical and environmental conditions are acceptable to receive work of this Section. Beginning of installation means acceptance of existing conditions.

3.02 Preparation

- A. Clean, prepare, and size joints in accordance with manufacturer's instructions. Remove any loose materials and other foreign matter which might impair adhesion of sealant. Utilize three rag wipe method to clean joints:
 - 1. One rag to clean dust
 - 2. One rag to wipe with cleaning solvent,
 - 3. One rag (last) to wipe dry.

4. Mask adjacent areas as necessary

- B. Use backing rod to form required joint depths. Verify that backer rods, joint shaping materials are compatible with sealant.
- C. Examine joint dimensions and size materials to achieve required width/depth ratios to be in compliance with manufacturer's written instructions. Generally, size of sealant in moving joint needs to be minimum 1/4 inch minimum dimension, with width two times joint depth.
- D. Use cleaners and sealant primers when recommended by the manufacturer.

3.03 Installation

- A. Apply sealant in accordance with the manufacturer's instructions and under direct supervision of skilled representatives or agents of the manufacturer.
- B. Apply sealants within recommended temperature ranges. Consult manufacturer when sealant cannot be applied within recommended temperature ranges.
- C. Tool all joints to obtain good adhesion, forming concave profile.
- D. Finish Joints: Free of air pockets, foreign embedded matter, ridges and sags.

3.04 Joint Surface Preparation

- A. Clean and prime all surfaces of bonding area to receive specified materials according to the written directions of the applicable manufacturer. Primer, if required, shall be the product recommended by the sealant manufacturer.
- B. Clean joint surfaces immediately before installation of sealant or caulking compound. Remove dirt, insecure coatings, moisture, and other substances which would interfere with bond of sealant or caulking compound.
- C. For elastomeric sealants do not proceed with installation of sealant over joint surfaces which have been painted, lacquered, waterproofed, or treated with water repellent or other treatment or coating, unless a laboratory test for durability (adhesion), in compliance with Paragraph 4.3.9 of FS TT-S-0027, has successfully demonstrated that sealing bond is not impaired by the coating or treatment. If laboratory test has not been performed or show bond interference, remove coating or treatment from joint surfaces before installing sealant.

3.05 Installation

- A. Install back-up material in joints to be sealed; back-up material shall be 50 percent wider than the joint so that, when installed, it shall be compressed to two-thirds of its original thickness.
- B. Joints shall have a depth of not more than one-half their width but shall not be less than 1/4 inch deep.
- C. Seal continuously all perimeters between frames and adjacent construction and elsewhere as indicated on the drawings.
- D. Apply sealant compounds with a gun having proper size nozzle to fill all voids and joints solid and water tight, leaving a smooth uniform surface.
- E. Remove excess compound and leave adjacent surfaces clean.

End of Section

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Steel Door Frames

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, apply to the work specified in this section.
- B. Parts 1,2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

Item	Description
General	<ul style="list-style-type: none"> • Steel Frames
Special Coordination	<ul style="list-style-type: none"> • n/a

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 01 00 00.

Item	Description
Catalog Cuts	<ul style="list-style-type: none"> • Provide manufacturers product information for all components required for manufacture and fabrication
Product Data	<ul style="list-style-type: none"> • Complete door and frame descriptive nomenclature • Material description, gauges, and profile • Provide product data for each type of product and process specified in this section and incorporated into items of architectural woodwork during fabrication, finishing, and installation
Samples	<ul style="list-style-type: none"> • Provide samples for initial selection purposes in form of manufacturer's color charts, actual units or sections of units, products or assemblies. Provide samples showing full range of colors, textures, and patterns available for each type of material indicated
Shop Drawings	<ul style="list-style-type: none"> • Provide shop drawings of all door frames, and other related materials specified in this Section : Include <ul style="list-style-type: none"> ○ Elevation of all door and window frames ○ Jamb and head details ○ Hardware reinforcing details of door and window frames ○ Door and frame location schedule ○ Meeting stile details ○ Methods of anchorage ○ Hardware preparation locations ○ Louver details

- | | |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Certifications | <ul style="list-style-type: none"> • Identify fire-rated doors and frames with UL rating classification • UL Rating for Fire Rated Assemblies |
| Schedule | <ul style="list-style-type: none"> • Provide Schedule defining location, installation, sequence • Include Schedule entry on Gantt Chart for Installation |

1.04 References/Standards

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining “Industry Standards” and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

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| References | <ul style="list-style-type: none"> • Examine all Drawings and all other Sections of the Specifications for requirements therein affecting the work of this trade. • Steel Door Institute (SDI), Specification SDI 100-78 • ASTM A568 - Standard Specification for Steel Sheet, Carbon, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements for. • ASTM A591 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hop-Dip Process • ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process. • ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process. • ASTM A1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability. • ASTM A1011 - Standard Specification for Steel Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability. • ANSI/SDI A250.3 - Test Procedure and Acceptance Criteria for Factory Applied Finish Painted Steel Surfaces for Steel Doors and Frames. • ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frame Anchors and Hardware Reinforcings. • ANSI/SDI A250.6 Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames. • ANSI/SDI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames; 1998. • ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames. • ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames (Formerly SDI-105). • DHI A115.1G - Installation Guide for Doors and Hardware. • SDI 111 - Recommended Standard Details for Steel Doors & Frames. • ANSI/NFPA 252 - Fire Tests of Door Assemblies. • ANSI/UL 10B - Fire Tests of Door Assemblies. • ANSI/UL 10C - Positive Pressure Fire Tests of Door Assemblies. |
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- ANSI/UL 1784 - Air Leakage Tests of Door Assemblies
- UL - Building Materials Directory; Underwriters Laboratories Inc.
- WH - Certification Listings; Warnock Hersey International Inc.
- NFPA 80 - Fire Doors and Fire Windows.

1.05 Quality Assurance

A. Provide the following per Division 01 00 00

Item	Description
Supervision	<ul style="list-style-type: none"> • Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site.
Qualifications of Workers	<ul style="list-style-type: none"> • General Contractor shall ensure that all workers providing labor on this project are fully competent and experienced in the area of work being performed. General Contractor shall require subcontractors to remove any unqualified workers from the project. • Installer: Minimum five years experience in the installation of metal doors and frames including institutional and public work. • Manufacture: Furnish Assemblies from manufactures with a minimum of five years experience in the design and fabrication of steel door assemblies. • Manufacturer Qualifications: Provide all products from a single manufacturer who is a member of the Steel Door Institute.
Product Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify and accept all products delivered to site prior to installation. • All steel doors and frames provided shall be from a single manufacturer, unless specifically approved by the Architect • Doors and frames shall conform to the requirements of ANSI A250.8-1998 (SDI-100) and other specifications herein named. • Fire Rated Doors and Frames: Ratings as indicated on Door Schedule, when tested in accordance with NFPA 252, UL 10B or UL 10C. • Labeled by UL, WH, or other agency acceptable to the authorities having jurisdiction.
Substrate Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any item. • Examine the substrate and conditions to which hollow metal work is to be installed and notify the Architect, in writing, of any conditions that may affect the proper installation or scheduled completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected
Certifications	<ul style="list-style-type: none"> • Provide manufacturer's certification that products comply with referenced standards as applicable. • Provide evidence of manufacturer's membership in the Steel Door Institute. • U.L Fire door and frame labels for required classification. • Wherever a fire-resistance classification is indicated or required, provide fire-rated metal doors and frames investigated and tested as a fire door assembly. Identify each fire door and frame with UL or Warnock Hersey International WHI Labels indicating applicable fire rating of both door and frame. Construct and install assemblies to comply with NFPA 80 and as specified.
Acoustical Criteria	<ul style="list-style-type: none"> • Doors from interior corridors together with their perimeter smoke

gasket seals shall have STC ratings not less than 26 per CBC Chapter 35 requirements.

1.06 Quality Control by Contractor

- A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

Item	Description
Supervision	<ul style="list-style-type: none"> • Per Division 01 00 00
Testing	<ul style="list-style-type: none"> • n/a
Special Inspections	<ul style="list-style-type: none"> • n/a
Mock Ups	<ul style="list-style-type: none"> • Install first window, first door frame for inspector, owner and architect review prior to proceeding with remainder.

1.07 Quality Control by Owner

- A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract.

Item	Description
Observation	<ul style="list-style-type: none"> • Per Division 01 00 00.
Inspection	<ul style="list-style-type: none"> • n/a
Testing	<ul style="list-style-type: none"> • n/a
Special Inspections	<ul style="list-style-type: none"> • n/a

1.08 Close Out

- A. Provide the following Close Out materials in accordance with Division 01 00 00.

Item	Description
Product Manuals	<ul style="list-style-type: none"> • Maintenance and Operations instructions / manuals provided by all product / material manufacturers.
System Manuals	<ul style="list-style-type: none"> • Maintenance and Operations instructions / manuals provided by subcontractors for assemblies / systems.
Surplus Materials	<ul style="list-style-type: none"> • n/a
Training	<ul style="list-style-type: none"> • n/a

1.09 Warranty

- A. Provide written warranty in accordance with Division 01 00 00

Item	Description
Warranty Form	<ul style="list-style-type: none"> • Per Division 01 00 00
Warranty Period	<ul style="list-style-type: none"> • 1 year
Warranty Start	<ul style="list-style-type: none"> • Date of Substantial Completion
Steel Door and Window Frames	<ul style="list-style-type: none"> • Repair or replacement of defective frames. • Refinishing and reinstallation that may be required due to repair or replacement of defective frames.

Part 2. Products

2.01 Acceptable Manufacturers

- A. Provide hollow metal work manufactured by a single firm specialized in the production of this type of work, unless otherwise acceptable to the Architect.
- B. Provide frames complying with Steel Door Institute "Recommended Specifications for Standard Steel Doors and Frames" (SDI 100), and as herein specified.
- C. Manufacturers offering products to comply with the requirements include the following:
 - 1. Amweld Building Products, LLC.
 - 2. Ceco Door Products.
 - 3. Curries Company.
 - 4. Deansteel Manufacturing Co.
 - 5. Mesker Door, Inc.
 - 6. Pioneer Industries, Inc.
 - 7. Republic.
 - 8. Security Metal Products Corp.
 - 9. Steelcraft.
- D. Fire-Rated Assemblies:
 - 1. Construct and install assemblies to comply with NFPA Standard No. 80, as herein specified.
 - 2. When fire-rated assemblies shown, scheduled, or indicated are the type that prevents manufacturer from affixing UL Label, proceed as follows:
 - (a) Provide letter of certification that frames are constructed to meet UL requirements for the fire rating shown or scheduled.

2.02 Materials

- A. Doors, frames, frame anchors, and hardware reinforcing for each of the levels and models specified shall be provided to meet the requirements of the performance levels specified. The material used in manufacturing these products and components shall comply with ANSI/SDI A250.8. Hardware reinforcing on doors and frames shall comply with ANSI/SDI A250.6. The physical performance levels shall be in accordance with ANSI/SDI A250.4.
- B. All steels used to manufacture doors, frames, anchors, and accessories shall meet at least one or more of the following requirements:
 - 1. Cold rolled steel shall conform to ASTM A1008 and A568.
 - 2. Hot rolled, pickled and oiled steel shall comply with ASTM A1011 and A568.
 - 3. Hot dipped zinc coated steel shall be of the alloyed type and comply with ASTM A924 and A653.
 - 4. Steel Sheet, Electrolytic Zinc-Coated shall conform to ASTM A591.

2.03 Frames

- A. Provide Levels and Models in accordance with ANSI/SDI A250.8 as indicated in the door schedule.
- B. Interior frames
 - 1. Frame configuration as indicated on Door and Window Schedule
 - 2. Depth as required for wall construction at opening
 - 3. Minimum thickness: 16ga
 - 4. Level 2 Heavy duty: For use with:

- (a) Door Model 1 (full flush design): 0.053 inch (1.3 mm) minimum steel frame thickness.
 - (b) Door Model 2 (seamless design): 0.053 inch (1.3 mm) minimum steel frame thickness.
- C. Provide face welded type frames unless otherwise indicated.
 - D. Provide frames, other than slip-on drywall type with a minimum of three anchors per jamb suitable for the adjoining wall construction. Provide anchors of not less than 0.042 inch (1.0 mm) in thickness or 0.167 inch (4.2 mm) diameter wire. Frames over 7 feet 6 inches (2286 mm) shall be provided with an additional anchor per jamb.
 - E. Slip-on drywall frame anchors shall be as provided by the manufacturer to assure performance specified.
 - F. Base anchors shall be provided, other than slip-on drywall type, with minimum thickness of 0.042 inch (1.0mm). For existing masonry wall conditions that do not allow for the use of a floor anchor, an additional jamb anchor shall be provided.
 - G. Prepare all frames for all mortise template hardware and reinforced only for surface mounted hardware. Drilling and/or tapping shall be completed by others.
 - H. Minimum hardware reinforcing gages shall comply with Table 4 of ANSI/SDI A250.8.
 - I. Provide glazing stops and beads where glazed lights are indicated.

2.04 Fabrication

- A. Fabricate frames in accordance with ANSI/SDI A250.8.
- B. Prime finish: frames shall be thoroughly cleaned, and chemically treated to insure maximum paint adhesion. All surfaces of the door and frame exposed to view shall receive a factory applied coat of rust inhibiting primer, either air-dried or baked-on. The finish shall meet the requirements for acceptance stated in ANSI/SDI A250.10 "Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames."
 - 1. Design clearances: Fabricate frames to maintain the following clearances:
 - 2. The clearance between the door and frame shall be 1/8 inch (3.2 mm) in the case of both single swing and pairs of doors.
 - 3. The clearance between the meeting edges of pairs of doors shall be 3/16 inch (4.8 mm) plus or minus 1/16 inch (1.6 mm). For fire rated applications, the clearances between the meeting edges of pairs of doors shall be 1/8 inch (3.2 mm) plus or minus 1/16 inch (1.6 mm).
 - 4. The clearance measured from the bottom of the door to the bottom of the frame (undercut) shall be a maximum of 3/4 inch (19.1 mm) unless otherwise specified. Fire door undercuts shall comply with ANSI/NFPA 80, "Fire Doors and Fire Windows."
 - 5. The clearance between the face of the door and the stop shall be 1/16 inch (1.6 mm) to 3/32 inch (2.4 mm).
 - 6. All clearances shall be, unless otherwise specified in this document, subject to a tolerance of plus or minus 1/32 inch (0.8 mm).
 - 7. The clearance at the bottom shall be 5/8 inch (15.8 mm).
 - 8. The clearance between the face of the door and doorstop shall be 1/16 inch (1.6 mm) to 1/8 inch (3.2 mm).
 - 9. All clearances shall be, unless otherwise specified, subject to a tolerance of plus or minus 1/32 inch (0.8 mm).

2.05 Factory Applied Finishes

- A. Interior frames: Pretreat and apply one coat of primer, not less than 2.0 mil dry film thickness, uniformly on all surfaces. Color to match existing. Provide color sample for approval.

Part 3. Execution**3.01 Examination**

- A. Verify that project conditions are suitable before beginning installation of frames. Do not begin installation until conditions have been properly prepared.
 - 1. Verify that completed openings to receive wrap-around frames are of correct size and thickness.
 - 2. Verify that completed concrete or masonry openings to receive butt type frames are of correct size.
 - 3. Verify that drywall construction walls are the correct thickness.
- B. If opening preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 Installation

- A. Install frames plumb, level, rigid, and in true alignment in accordance with ANSI A250.11 and DHI A115.1G.
- B. Doors shall be installed and fastened to maintain alignment with frames to achieve maximum operational effectiveness and appearance. Doors shall be adjusted to maintain perimeter clearances specified. Shimming shall be performed by the installer as needed to assure the proper clearances are achieved.
- C. Install fire rated doors and frames in accordance with NFPA 80.
- D. All frames other than slip-on types shall be fastened to the adjacent structure so as to retain their position and stability. Drywall slip-on frames shall be installed in prepared wall openings in accordance with manufacturer's instructions.
- E. Place frames prior to construction of enclosing wall finishes. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders leaving surfaces smooth and undamaged.
- F. Install hollow metal units and accessories in accordance with final Shop Drawings and manufacturer's data, and as herein specified.
- G. Coordination with other sections
 - 1. Coordinate hardware installation with hardware specification section.
 - 2. Coordinate glass installation with glazing specification section
 - 3. Paint per requirements of painting specification section.
- H. Doors and Frames damaged during delivery, storage, installation or construction shall be restored to an acceptable appearance.

3.03 Adjust and Clean

- A. Adjust doors for proper operation, free from binding or other defects.
- B. Clean and restore soiled surfaces. Remove scraps and debris and leave site in a clean condition.

- C. Final Adjustments: Check and readjust operating finish hardware items in hollow metal work just prior to final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including doors or frames which are warped, bowed, or otherwise damaged.
- D. Prime-Coat Touch-Up: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touch-up of compatible air-drying primer.

3.04 Product Handling

- A. Procedures: In accord with PRODUCT HANDLING AND PROTECTION Section.
- B. Provide packaging such as cardboard or other suitable containers, separators, banding, spreaders and paper wrappings to protect hollow metal items.
- C. Store doors upright, in a protected dry area, at least 1 inch or more off the ground or floor and provide at least 1/4 inch space between individual members.
- D. Follow any special storage and handling requirements of the manufacturer.

3.05 Delivery, Storage and Handling

- A. Products shall be marked with Architect's opening number on all doors, frames, misc. parts and cartons.
- B. Upon delivery, inspect all materials for damage; notify shipper and supplier if damage is found.
- C. Protect products from moisture, construction traffic, and damage.
 - 1. Store vertically under cover.
 - 2. Place units on 4 inch (102 mm) high wood sills or in a manner that will prevent rust or damage.
 - 3. Do not use non-vented plastic or canvas shelters.
 - 4. Should wrappers become wet, remove immediately.
 - 5. Provide 1/4 inch (6 mm) space between doors to promote air circulation.
- D. Deliver hollow metal work cartoned or crated to provide protection during transportation and job storage.
- E. Inspect hollow metal work upon delivery for damage. Minor damages may be repaired, provided finish items are equal in all respects to new work and acceptable to Architect; otherwise, remove and replace damaged items as directed.
- F. Store hollow metal units on raised platforms in vertical positions with blocking between units to allow for air circulation. Keep stored material covered and protected from damage

End of Section

Wood Doors

Part 1. General Documents

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, apply to the work specified in this section.
- B. Parts 1,2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
General	<ul style="list-style-type: none"> • Standard and fire rated type wood doors • Glazed doors where occurs, tempered glazing provided by door manufacturer
Special Coordination	<ul style="list-style-type: none"> • Coordinate doors with hollow metal frame installations and/or existing frames

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

Item	Description
Catalog Cuts	<ul style="list-style-type: none"> • Door Manufacturers door data
Product Data	<ul style="list-style-type: none"> • Door Manufacturer’s door info on finishes, swings, prep, etc..
Samples	<ul style="list-style-type: none"> • n/a
Shop Drawings	<ul style="list-style-type: none"> • n/a
Schedule	<ul style="list-style-type: none"> • Include Schedule entry on Gantt Chart

1.04 References / Standards

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining “Industry Standards” and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

References	<ul style="list-style-type: none"> • Comply with the requirements of the following standards, unless otherwise indicated.
Standard	<ul style="list-style-type: none"> • Non-Fire-Rated Wood Doors: NWMA Industry Standard 1.5.1 "Wood Flush Doors", of the National

Woodwork Manufacturer's Association.

- Fire-Rated Wood Doors: Where fire-resistance classifications are shown or scheduled for wood door assemblies provide doors which comply with the requirements of NFPA No. 80, "Standards for Fire Doors and Windows", and which have been tested and rated with single-point hardware by UL. Provide UL Labels on each door indicating the rating shown or scheduled.
- ANSI/NWMA I.S.1 - Industry Standard for Wood Flush Doors (Includes Standards I.S.1.1 through I.I.S.1.7).
- ANSI/AHA 135.4 - 1982 and NWWDAI.S.1-86, Sec. 3.7.3(B), Basic Hardboard Product Standard.
- Woodwork Institute (WI), "Manual of Millwork, Latest Edition.
- CPSC 16 CFR 1201 – Safety Glazing

1.05 Quality Assurance

A. Provide the following per Division 01 00 00

Item	Description
Supervision	<ul style="list-style-type: none"> • Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site.
Qualifications of Workers	<ul style="list-style-type: none"> • General Contractor shall ensure that all workers providing labor on this project are fully competent and experienced in the area of work being performed. General Contractor shall require subcontractors to remove any unqualified workers from the project. • Minimum five years experience in the installation of wood doors and frames, including institutional and public work. • Qualifications of Manufacturers: Qualified to affix each door with National Woodwork Manufacturers' Association (NWMA) Seal of Approval or quality certification stamp.
Product Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify and accept all products delivered to site prior to installation. • Allowable Tolerances for Fabrication of Doors: Pre-machining for Hardware: NWMA Standard Procedures and Recommendations for Factory Machining Architectural Wood and Plastic Faced Flush Doors for Hardware.
Substrate Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any item. • Installer shall fully inspect work of other trades

prior to commencing installation of any new doors or door frames.

1.06 Quality Control by Contractor

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

Item	Description
Supervision	• Per Division 01 00 00
Testing	• n/a
Special Inspections	• n/a
Mock Ups	• n/a

1.07 Quality Control by Owner

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract.

Item	Description
Observation	• Per Division 01 00 00.
Inspection	• n/a
Testing	• n/a
Special Inspections	• n/a

1.08 Closeout

A. Provide the following Closeout materials in accordance with Division 01 00 00

Item	Description
Product Manuals	• Maintenance and Operations instructions / manuals provided by all product / material manufacturers.
System Manuals	• Maintenance and Operations instructions / manuals provided by subcontractors for assemblies / systems.
Surplus Materials	• n/a
Training	• n/a

1.09 Warranty

A. Provide written warranty in accordance with Division 01 00 00

Item	Description
Warranty Form	• Per Division 01 00 00 • Two copies of written agreement in door mfr’s standard form signed by mfr, installer & contractor, promising to repair or replace defective doors which have warped (bow, cup or twist) or show telegraphing per NWMA Standard Door Guarantee. The NWMA provision for refunding the price received by the door manufacturer for any defective door shall not apply. The guarantee shall include refinishing and reinstallation which may be required due to repair or replacement of defective doors.
Warranty Period	• 1 years

Warranty Start

• Date of Substantial Completion

1.10 Product Delivery, Handling and Storage

- A. Protect wood doors during transit, storage, and handling to prevent damage, soiling, and deterioration. Store doors flat, on a level surface, not less than four inches above floor and in a dry, well ventilated area. Use protective covering under bottom door and cover top to keep clean.
- B. Do not expose door to abnormal heat, extreme dryness, humid conditions or sudden changes therein. Condition doors to prevailing humidity conditions of the locality before hanging.

Part 2. Products

2.01 Manufacturers

- A. Flush Solid and Hollow Core Doors:
 - 1. Western Oregon Door (www.oregondoor.com)
 - 2. Haley Brothers, Inc (www.haleybros.com)
 - 3. Eggers Industries Architectural Door Division (www.eggersindustries.com)
 - 4. Vancouver Door Company (www.vancouverdoorco.com)or approved equal
- B. Substitutions: Items of same function and performance are acceptable in accordance per Division 1

2.02 Materials and Components

- A. General: Provide wood doors complying with the applicable requirements of NWMA 1.5.1 for the kinds and types of doors indicated and as further specified.
 - 1. Type II bond at interior doors.
- B. Face Veneers: Plain Sliced, natural birch, NWMA "B-Grade", opaque finish to match existing doors.
- C. Thickness: 1-3/4"
- D. Glazed doors and vision lights, as scheduled
 - 1. Provide impact safety-rated glazing meeting CBC Section 2406 "Safety Glazing" and CPSC 16 CFR 1201.
 - 2. At fire-rated doors, provide fire-rated, impact-safety rated vision lites meeting the scheduled door fire-rating.
 - (a) Clear, wireless, laminated ceramic glass.
 - (b) Use of safety film is not acceptable
 - (c) Refer Specifications Section 08800 "Glass and Glazing"
- E. Fire Rated Doors
 - 1. Provide exposed faces and edges to match non-rated doors in the same area of the building, unless otherwise shown or scheduled.
 - 2. Provide trim for openings (if any) which have been tested and listed for the kind of door and rating indicated
 - 3. Underwriters Laboratory or Warnock Hersey label.
 - 4. Refer to Door Schedule for fire rating label requirements.

2.03 Fabrication

- A. Construct and install fire rated assemblies to comply with NFPA Standard No. 80 and as specified herein.
- B. Fabricate doors in accordance with requirements of above referenced Quality Standard S. Pre-fit wood doors. Shop prepare doors to receive hardware, refer to Section 08700 for hardware requirements and templates.
- C. Fabricate fire rated doors in accordance with requirements of Underwriters Laboratories (UL) or Warnock Hersey International.
- D. Openings: Cut and trim opening through doors and panels as shown. Comply with the applicable requirements of the reference standards for the kind(s) of doors required.
 - 1. Lite Openings Where Occurs on Door Schedule: Factory cut openings. Trim openings for all doors with metal trim throughout.
 - 2. Bevel strike edge of single-acting doors, 1/8" in 2".
- E. Provide astragals and metal edge trim for double doors, in accordance with requirements for fire rated doors.

2.04 Shop Priming

- A. All doors shall be shop-prime prior to delivery to project site; shop-prime as follows: Provide transparent sealer at top and bottom and along edges.
- B. Sealer shall be compatible with the finishes specified in Section 09911, "Painting".

2.05 Pre-fitting and Preparation for Hardware

- A. Pre-fit and pre-machine wood doors at the factory.
- B. Comply with the tolerance requirements of NWMA for pre-fitting. Machine doors for hardware requiring cutting of doors. Comply with final Hardware requiring cutting of doors. Comply with final Hardware Schedules and Door Frame Shop Drawings and with hardware templates and other essential information required to ensure proper fit of doors and hardware.
- C. Take accurate field measurements of hardware mortises in metal frames to verify dimensions and alignment before proceeding with machining in the factory.

Part 3. Execution**3.01 General**

- A. This Specification is a referenced standard for work specified elsewhere.
- B. Inspection: Examine door frames and verify that frames are of the correct type and have been installed as required for proper hanging of corresponding doors. Notify the Architect, in writing, of conditions detrimental to the proper and time installations of wood doors; do not proceed until satisfactory conditions have been corrected.
- C. Install fire-rated doors in corresponding fire-rated frames in accordance with the requirements of NFPA Standard No.80.

3.02 Delivery, Storage and Handling

- A. Upon delivery, inspect all materials for damage; notify shipper and supplier if damage is found.

- B. Protect products from moisture, construction traffic, and damage.

3.03 Installation

- A. Install wood doors in accordance with manufacturer's recommendations and reference standards, plumb and square, and with maximum diagonal distortion of 1/18". Coordinate hardware installation with requirements of Section 08700 - Hardware.
- B. Install fire rated wood doors in accordance with requirements of NFPA 80 and UBC Standard 7-2; and requirements for fire ratings indicated. Field cutting of fire rated doors shall not be acceptable.
- C. Condition doors to average prevailing humidity in installation area prior to hanging.
- D. Hardware: For installation see Section 08710.
- E. Manufacturer's Instruction: Install wood doors in accordance with manufacturer's instructions and as shown.
- F. Where not otherwise specified or otherwise required, bevel fire-rated doors 1/16" or 2" at lock edge.
- G. Pre-fit Doors: Fit to frames and machine for hardware to whatever extent not previously worked at factory as required for proper fit and uniform clearance at each edge.
- H. Clearances: For non-rated doors provide clearances of: 1/18" at jambs and heads; 1/8" at meeting stiles for pairs of doors; and 1/2" from bottom of door to top of decorative floor finish or covering, except where threshold is shown or scheduled provide 1/4" clearance from bottom of door to top of threshold.

3.04 Adjust and Clean

- A. Operation: Re-hang or replace doors which do not swing or operate freely, as directed by the Architect at no additional cost to the owner.
- B. Protection of Completed Work: Provide proper procedures required for protection of installed wood doors from damage or deterioration until acceptance of the work.

End of Section

Door Hardware

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, apply to the work specified in this section.
- B. Parts 1,2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of ALL work of this Contract.

Item	Description
General	Door Hardware as scheduled on Drawings
B.	Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 01 00 00.

Item	Description
Catalog Cuts	Manufacturers' technical product information for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
Hardware Schedule	Submit hardware schedule, with index of doors and headings, indicating complete designations of every item required for each door or opening. Include following information: <ul style="list-style-type: none"> • Type, style, function, size and finish of each hardware item. • Name, part number and manufacturer of each item. • Fastenings and other pertinent information. • Location of hardware set coordinated with floor plans and door schedule. • Explanation of all abbreviations symbols and codes contained in schedule. • Mounting locations for hardware
Schedule	Include Schedule entry on Gantt Chart for Installation

1.04 References/Standards

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation.

References shall be utilized in determining “Industry Standards” and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

References	ADAAG - Americans with Disabilities Act (ACT) Accessibility Guidelines for Buildings and Facilities. BHMA - Builders' Hardware Manufacturers Association. CCR - California Code of Regulations, Title 24, Part 2, California State Accessibility Standards. DHI - Door and Hardware Institute. NFPA - National Fire Protection Association. NFPA 80 - Fire Doors and Windows NFPA 101 - Life Safety Code NFPA 105 - Smoke and Draft Control Door Assemblies CBC - California Building Code. UL - Underwriters Laboratories. UL 10C - Fire Tests of Door Assemblies UL 305 - Panic Hardware WHI - Warnock Hersey Incorporated SDI - Steel Door Institute
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1.05 Quality Assurance

A. Provide the following per Division 01 00 00

Item	Description
Supervision	Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site.
Qualifications of Supplier	Obtain each type of hardware (latch and lock sets, hinges, closers, exit devices, etc.) from a single manufacturer. Obtain hardware from a recognized architectural door hardware supplier, with warehousing facilities in the project's vicinity, that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this project and that employs an experienced architectural hardware consultant (AHC) who is available to Owner, Architect, and Contractor, at reasonable times during the course of the Work, for consultation.
Qualifications of Workers	Installation by Company specializing in the installation of commercial door hardware with five years documented experience General Contractor shall ensure that all workers providing labor on this project are fully competent and experienced in the area of work being performed. General Contractor shall require subcontractors to remove any unqualified workers from the project.

Product Acceptance	General Contractor (Superintendent) shall verify and accept all products delivered to site prior to installation.
Substrate Acceptance	General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any item.

1.06 Quality Control by Contractor

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

Item	Description
Supervision	Per Division 01 00 00
Testing	
Special Inspections	
Mock Ups	Describe special mock ups

1.07 Quality Control by Owner

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract.

Item	Description
Observation	Per Division 01 00 00.
Inspection	Per Owner’s Inspector
Testing	n/a
Special Inspections	Per Owner’s Inspector

1.08 Closeout

A. Provide the following Close Out materials in accordance with Division 01 00 00.

Item	Description
Record Documents	Furnish as-built/as-installed schedule with close-out documents, including keying schedule, wiring/riser diagrams, manufacturers’ installation, adjustment and maintenance information.
Product Manuals	Maintenance and Operations instructions / manuals provided by all product / material manufacturers.
System Manuals	Maintenance and Operations instructions / manuals provided by subcontractors for assemblies / systems.
Maintenance Tools and Instructions	Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
Supplier Contact Information	List of manufacturers used and their nearest representative with address and phone number.
Replacement Parts	Hardware suppliers shall stock parts for products supplied and be capable of repairing and replacing hardware items found defective within warranty periods

Training Instruct Owner's Personnel in proper adjustment and maintenance of hardware finishes, during the final adjustment of hardware.

1.09 Warranty

Provide written warranty in accordance with Division 01 00 00

Item	Description
Warranty Form	Per Division 01 00 00
Warranty Period	Provide warranties of respective manufacturers' regular terms of sale from day of final acceptance as follows: Closers: Ten (10) years, except electronic closers which shall be two (2) years. Exit devices: Three (3) years. All other hardware: Two (2) years.
Warranty Start	Date of Substantial Completion

Part 2. Products

2.01 Manufacturers

Item	Manufacturer	Acceptable Substitutes
Hinges	Ives	Hager McKinney, Stanley
Locks, Latches & Cylinders	Schlage	(Project standard, no substitute)
Exit Devices	Von Duprin	(Project standard, no substitute)
Closers	LCN	(Project standard, no substitute)
Push, Pulls & Protection Plates	Ives	Trimco, BBW, Quality
Flush Bolts	Ives	Trimco, BBW, Quality
Coordinators	Ives	Trimco, Rockwood (Assa Abloy)
Dust Proof Strikes	Ives	Trimco, BBW, Quality
Stops	Ives	Trimco, BBW, Quality
Thresholds	Pemko	NGP, Zero
Seals & Bottoms	Pemko	NGP, Zero
Astragals	Pemko	NGP, Zero

2.02 Materials

Provide the following as scheduled on the Drawings

- A. Hinges
 - 1. Exterior out-swinging door butts shall be non-ferrous material and shall have stainless steel hinge pins. All hinges to be heavy weight type (HW).
 - 2. Hinges shall be sized in accordance with the following:
 - (a) Height

(i) Doors up to 41" wide: 4-1/2" inches.

(ii) Doors 42" to 48" wide: 5 inches.

3. Width: Sufficient to clear frame and trim when door swings 180 degrees.
4. Number of Hinges: Furnish 3 hinges per leaf to 7'-5" in height. Add one for each additional 2 feet in height.
5. Furnish non-removable pins (NRP) at all exterior outswing doors and interior key lock doors with reverse bevels.

B. Heavy Duty Cylindrical Locks and Latches

1. **Schlage "ND" Series** as scheduled with "**Rhodes**" design, fastened with through-bolts and threaded chassis hubs.
2. Chassis: Cylindrical design, corrosion-resistant plated cold-rolled steel.
3. Locking spindle: Stainless steel, one piece interlocking design.
4. Latch Retractors: Forged steel. Balance of inner parts: Corrosion-resistant plated steel, or stainless steel.
5. Lever Trim: Accessible design, independent operation, spring-cage supported, minimum 2" clearance from lever mid-point to door face.
6. Locks shall be of such construction that when locked, the door may be opened from within by using lever and without the use of a key or special knowledge.
7. All keyed locks to have interchangeable core cylinders with a type "C" keyway.
8. Rosettes: Minimum 3-7/16" diameter for coverage of ANSI/DHI A115.18, 1994 door preparation, through-bolt lugs on both spring cages to fully engage this pattern.
9. Springs: Full compression type.
10. Strikes: 16 gage curved steel, bronze or brass with 1" deep box construction

C. Exit Devices

1. **Von Duprin AX** series with push-through pad design, no exposed touch bar fasteners, no exposed cavities when operated.
2. Provide certificate by independent testing laboratory that device has completed over 1,000,000 cycles and can still meet ANSI/BHMA A156.3 - 1994 standards.
3. All internal parts shall be of cold-rolled steel with zinc dichromate coating.
4. Mechanism case shall have an average thickness of .140".
5. Compression spring engineering.
6. Non-handed basic device design with center case interchangeable with all functions.
7. All devices shall have quiet return fluid dampeners.
8. All latch bolts shall be deadlocking with 3/4" throw and have a self-lubricating coating to reduce friction and wear.
9. Device push bar must release when a force of 5 pounds, or less, of pressure is applied when a force of 250 pounds is applied to the door.
10. Device shall bear UL label for fire and or panic as may be required.
11. All surface strikes shall be roller type and utilize a plate underneath to prevent movement.
12. Lever Trim: "Breakaway" design, forged brass or bronze escutcheon with a minimum of .130" thickness, match lockset lever design.
13. Removable Mullions: Removable with single turn of building key. Securely reinstalled without need for key.
14. Furnish glass bead kits for vision lites where required.
15. All Exit Devices to be sex-bolted to the doors.
16. Panic Hardware shall comply with 2013 CBC 1008.1.10 and shall be mounted between 34" and 44" above the finished floor surface. The unlatching force shall not exceed 5 lbs. applied in the direction of travel.

17. Exit Doors shall be operable from inside with single motion without the use of a key or special knowledge or effort.
18. Where emergency exit devices are required on fire-rated doors (with supplementary marking on doors' UL labels indicating "Fire Door to be Equipped with Fire Exit Hardware"), exit devices shall bear indicating "Fire Exit Hardware".

D. Closers

1. **LCN 4041 series as scheduled.** Place closers inside building, stairs, room, etc.
2. Door closer cylinders shall be of high strength cast iron construction with double heat treated pinion shaft to provide low wear operating capabilities of internal parts throughout the life of the installation. All door closers shall be tested to ANSI/BHMA A156.4 test requirements by a BHMA certified testing laboratory.
3. All door closers shall be fully hydraulic and have full rack and pinion action with a shaft diameter of a minimum of 11/16 inch and piston diameter of 1 inch to ensure longevity and durability under all closer applications.
4. All parallel arm closers shall incorporate one piece solid forged steel arms with bronze bushings. 1-9/16" steel stud shoulder bolts, shall be incorporated in regular arms, hold-open arms, arms with hold open and stop built in. All other closers to have forged steel main arms for strength, durability, and aesthetics for versatility of trim accommodation, high strength and long life.
5. All parallel arm closers so detailed shall provide advanced back check for doors subject to severe abuse or extreme wind conditions. This advanced back check shall be located to begin cushioning the opening swing of the door at approximately 45 degrees. The intensity of the back check shall be fully adjustable by tamper resistant non-critical screw valve.
6. Closers shall be installed to permit doors to swing 180 degrees.
7. All closers shall utilize a stable fluid withstanding temperature range of 120 degrees F. to -30 degrees F. without requiring seasonal adjustment of closer speed to properly close the door.
8. Drop brackets are required at narrow head rails.
9. Maximum effort to operate doors shall not exceed 5 lbs. for interior and exterior doors, such pull or push effort being applied at right angles to hinged doors. Compensating devices or automatic door operators may be utilized to meet the above standards. When fire doors are required, the Authority having Jurisdiction may increase the maximum effort to operate the door to achieve positive latching, but not to exceed 15 lbs. All closers shall be adjusted to operate with the minimum amount of opening force and still close and latch the door. Reference CBC 2013 Sections 11B-404.2.8 and 11B-404.2.9.
10. Closer sweep period shall be at least 5 seconds to move from an open position of 90 degrees to 12 degrees from the latch, measured to the leading edge of the door.
11. Provide sex-bolted or through bolt mounting for all door closers.

E. Flush Bolts & Dust Proof Strikes

1. Automatic Flush Bolts shall be of the low operating force design. Utilize the top bolt only model for interior doors where applicable and as permitted by testing procedures.
 - (a) Manual flush bolts only permitted on storage or mechanical openings as scheduled.
 - (b) Provide dust proof strikes at openings using bottom bolts.

F. Coordinators

1. Provide top stop-mounted bar coordinator on double doors with closers and without center mullions, and as scheduled.
2. Comply with ANSI/BHMA A156.3, Type 21A

3. UL Rated for installation on fire-rated doors.
 4. Provide over-ride mechanism in case of excessive force on active leaf.
 5. Adjust coordinator so that it operates properly when door is released 6" from closed position.
- G. Door Stops
1. Unless otherwise noted in Hardware Sets, provide floor dome type with appropriate fasteners. Wall type is acceptable.
 2. Do not install floor stops more than four (4) inches from the face of the wall or partition (Title 24, 11B-307.2).
- H. Protection Plates
1. Fabricate either kick, armor, or mop plates with four beveled edges. Provide kick plates 10" high and 2" LDW. Sizes of armor and mop plates shall be listed in the Hardware Schedule. Furnish with machine or wood screws of bronze or stainless to match other hardware.
- I. Thresholds: As Scheduled and per details.
1. Thresholds shall not exceed 1/2" in height, with a beveled surface of 1:2 maximum slope.
 2. Set thresholds in a full bed of butyl-rubber or polyisobutylene mastic sealant complying with requirements in Division 7 "Thermal and Moisture Protection".
 3. Use ¼" fasteners, red-head flat-head sleeve anchors (SS/FHSL).
 4. Thresholds shall comply with CBC Section 11B-404.2.5.
- J. Seals: Sponge silicone gasketing to meet ASTM E 283-1984 test standards. Provide silicone gasket at all rated and exterior doors.
- K. Astragals – Provide astragals at all rated, exterior, or locking double doors which lack a center mullion.
- L. Door Shoes & Door Top Caps: Provide door shoes at all exterior wood doors and top caps at all exterior out-swing doors.
- M. Silencers: Furnish silencers for interior hollow metal frames, 3 for single doors, 2 for pairs of doors. Omit where sound or light seals occurs, or for fire-resistive-rated door assemblies.

2.03 Keying

- A. Furnish a Grand Master, Master, keyed alike or keyed different system as directed by the Owner or Architect.
- B. Provide interchangeable core cylinders on all keyed locks.
- C. Supply keys and blanks as follows:
 1. Supply 2 cut change keys for each different change key code.
 2. Supply 1 uncut key blank for each change key code.
 3. Supply 6 cut master keys for each different master key set.
 4. Supply 3 uncut key blanks for each master key set.

2.04 Finishes

- A. Generally to be satin chromium US26D (626) unless otherwise noted.
- B. Furnish push plates, pull plates and kick or armor plates in satin stainless steel US32D (630) unless otherwise noted.
- C. Door closers shall be powder-coated to match other hardware, unless otherwise noted.

- D. Aluminum items to be finished anodized aluminum US28 (628), except thresholds which can be furnished as standard mill finish.

2.05 Fasteners

- A. Screws for strikes, face plates and similar items shall be flat head, countersunk type, provide machine screws for metal and standard wood screws for wood.
- B. Screws for butt hinges shall be flathead, countersunk, full-thread type.
- C. Fastening of closer bases or closer shoes to doors shall be by means of sex bolts and spray painted to match closer finish.
- D. Provide expansion anchors for attaching hardware items to concrete or masonry.
- E. All exposed fasteners shall have a phillips head.
- F. Finish of exposed screws to match surface finish of hardware or other adjacent work.
- G. All Exit Devices and Lock Protectors shall be fastened to the door by the means of sex bolts or through bolts.

2.06 Fire-Rated Hardware

- A. **Fire-Rated Openings:** Provide door hardware for fire-rated openings that complies with NFPA Standard No. 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and tested by UL or Warnock Hersey for given type/size opening and degree of label. Provide proper latching hardware, door closers, approved-bearing hinges and seals whether listed in the Hardware Schedule or not.
- B. Where emergency exit devices are required on fire-rated doors, (with supplementary marking on doors' UL labels indicating "Fire Door to be Equipped with Fire Exit Hardware") provide UL label on exit devices indicating "Fire Exit Hardware".

Part 3. Execution

3.01 Examination

- A. Verify that doors and frames are square and plumb and ready to receive work and dimensions are as instructed by the manufacturer.
- B. Beginning of installation means acceptance of existing conditions.

3.02 Delivery, Storage, and Handling

- A. Coordinate delivery of packaged hardware items to the appropriate locations (shop or field) for installation.
- B. Hardware items shall be individually packaged in manufacturers' original containers, complete with proper fasteners. Clearly mark packages on outside to indicate contents and locations in hardware schedule and in work.
- C. Provide locked storage area for hardware, protect from moisture, sunlight, paint, chemicals, etc.
- D. Inventory door hardware jointly with representatives of hardware supplier and hardware installer until each is satisfied that count is correct.

3.03 Pre-Installation Conference

- A. Convene a pre-installation conference at least one week prior to beginning work of this section.

- B. Attendance: Architect, Construction Manager, Contractor, hardware supplier, installer, key City of Cupertino personnel, and Project Inspector.
- C. Agenda: Review hardware schedule, products, installation procedures and coordination required with related work. Review City of Cupertino's keying standards.

3.04 Installation

- A. Install hardware in accordance with manufacturer's instructions and requirements of DHI.
- B. Use the templates provided by hardware item manufacturer.
- C. Mounting heights for hardware shall be as recommended by the Door and Hardware Institute. Operating hardware will to be located between 34" and 44" AFF. Per CBC Section 11B.404.2.7.
- D. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- E. Drill and countersink units that are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- F. Hardware Locations: Conform to CCR, Title 24, Part 2, and ADAAG for positioning requirements for persons with disabilities.
- G. Set thresholds for exterior doors in full bed of butyl-rubber sealant.
- H. If hand of door is changed during construction, make necessary changes in hardware at no additional cost.

3.05 Adjustment and Cleaning

- A. Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every unit. Replace units which cannot be adjusted to operate freely and smoothly as intended for the application made.
- B. Clean adjacent surface soiled by hardware installation.
- C. Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.
- D. Instruct Owner's Personnel in proper adjustment and maintenance of hardware finishes, during the final adjustment of hardware.
- E. Continued Maintenance Service: Approximately six months after the completion of the project, the Contractor accompanied by the Architectural Hardware Consultant, shall return to the project and re-adjust every item of hardware to restore proper functions of doors and hardware. Consult with and instruct Owner's personnel in recommended additions to the maintenance procedures. Replace hardware items which have deteriorated or failed due to faulty design, materials or installation of hardware units. Prepare a written report of current and predictable problems (of substantial nature) in the performance of the hardware.

3.06 Field Quality Control

Architectural Hardware Consultant (AHC) to inspect installation and certify that hardware and its installation have been furnished and installed in accordance with manufacturer's instructions and as specified herein.

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Gypsum Wallboard /Plaster Repair

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, apply to the work specified in this section.
- B. Parts 1,2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

Item	Description
General	<ul style="list-style-type: none"> • Repair of Gypsum Wallboard or Gypsum Plaster Surfaces where required. • Finish repairs where surfaces are scraped or otherwise disturbed by work of this project. • Filling and patching where holes are drilled or cut for work of this project.
Special Coordination	<ul style="list-style-type: none"> • Patching of Gyp board ceiling at tie-ins for new walls.

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 01 00 00.

Item	Description
Catalog Cuts	<ul style="list-style-type: none"> • n/a
Product Data	<ul style="list-style-type: none"> • Manufacturer's recommendations for installation of framing, insulation, adhesives, gypsum board and acoustical sealant
Schedule	<ul style="list-style-type: none"> • Include Schedule entry on Gantt Chart for Installation

1.04 References and Standards

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining "Industry Standards" and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

- | | |
|------------|-----------------------------------------------------------------------------------------------------------|
| References | <ul style="list-style-type: none"> • ASTM C-840: Application and Finishing of Gypsum Board |
|------------|-----------------------------------------------------------------------------------------------------------|

1.05 Quality Assurance

A. Provide the following per Division 01 00 00

Item	Description
Supervision	<ul style="list-style-type: none"> • Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site.
Qualifications of Workers	<ul style="list-style-type: none"> • General Contractor shall ensure that all workers providing labor on this project are fully competent and experienced in the area of work being performed. General Contractor shall require subcontractors to remove any unqualified workers from the project.
Product Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify and accept all products delivered to site prior to installation. • Perform gypsum wallboard systems work in accordance with recommendations of ASTM C-754 and ASTM C-840 unless otherwise specified
Substrate Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any item.

1.06 Quality Control by Contractor

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

Item	Description
Supervision	<ul style="list-style-type: none"> • Per Division 01 00 00 • Superintendent to carefully supervise all repair activities to ensure repair results in “like-new” surfaces.
Testing	<ul style="list-style-type: none"> • Describe Testing
Special Inspections	<ul style="list-style-type: none"> • n/a
Mock Ups	<ul style="list-style-type: none"> • Describe special mock ups

1.07 Quality Control by Owner

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract.

Item	Description
Observation	<ul style="list-style-type: none"> • Per Division 01 00 00.
Inspection	<ul style="list-style-type: none"> • n/a
Testing	<ul style="list-style-type: none"> • n/a
Special Inspections	<ul style="list-style-type: none"> • n/a

1.08 Closeout

- A. Provide the following Close Out materials in accordance with Division 01 00 00

Item	Description
Product Manuals	<ul style="list-style-type: none"> Maintenance and Operations instructions / manuals provided by all product / material manufacturers.
System Manuals	<ul style="list-style-type: none"> Maintenance and Operations instructions / manuals provided by subcontractors for assemblies / systems.

1.09 Warranty

- A. Provide written warranty in accordance with Division 01 00 00.

Item	Description
Warranty Form	<ul style="list-style-type: none"> Per Division 01 00 00 Describe Warranty requirements
Warranty Period	<ul style="list-style-type: none"> 1 year
Warranty Start	<ul style="list-style-type: none"> Date of Substantial Completion

1.10 Product Delivery, Handling, and Storage

- A. Delivery and storage of Materials: Deliver drywall finishing materials in manufacturer's unopened containers, packages, or bundles identified with manufacturer's name, brand, type and grade. Store inside dry areas and protect from dampness and deterioration. Protect ready-mix products (if any) from freezing and protect metal accessories from rusting.

1.11 Job Conditions

- A. Temperature and Humidity Conditions: Do not install joint treatment compounds unless installation areas comply with the minimum temperature and ventilation requirements recommended by the drywall manufacturer.
- B. Examine the substrate to which gypsum drywall finishing materials are to be applied, and the conditions under which drywall finishing work is to be installed, and notify the Architect, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with the installation until unsatisfactory conditions have been corrected.

Part 2. Products**2.01 Acceptable Manufacturers**

- A. Georgia-Pacific.
- B. Gold Bond Building Products.
- C. United States Gypsum.
- D. Substitutions: Items of same function and performance are acceptable in accordance with Section 01630.

2.02 Materials

- A. Provide materials in accordance with ASTM C-840.
- B. Gypsum Wallboard: Maximum permissible lengths, ends square cut, tapered edges on boards to be finished.
- Standard Type "X": ASTM C36, 5/8"
 - Moisture resistant gypsum board at Toilet room walls and other locations as indicated on documents.

- C. Joint Tapes: Plain or perforated complying with ASTM C475.
 - 1. Joint Compound: Adhesives with or without fillers compounding with ASTM C475. Provide in dry powder form or premixed ready for application, and of the following type:
 - 2. Single-Compound Treatment: Provide manufacturer's single component compound suitable for both bedding and finishing of joints.
 - 3. Two-Compound Treatment: Provide compatible joint compounds, one compound being suitable for bedding and the other compound suitable for finishing of joints.
- D. For exposed-to-view work where drywall abuts or intersects dissimilar construction, provide square-edge, semi finishing casing bead.

Part 3. Execution

3.01 Preparation

- 1. Provide additional blocking as may be required to support joints between new and existing gypsum board.

3.02 Installation

- A. Gypsum Board Installation: Install in accordance with ASTM C-840 and manufacturer's recommendations.
 - 1. Use screws when fastening gypsum board to framing.
 - 2. Erect single layer standard gypsum in direction most practical and economical with ends and edges occurring over firm bearing.
 - 3. Place corner beads at external corners; use longest practical lengths
 - 4. Place edge trim where gypsum board abuts dissimilar materials.
 - 5. Tape, fill, and sand exposed joints, edges, corners and openings to produce surface ready to receive finishes; feather coats onto adjoining surfaces.
 - 6. Repair damaged work to acceptable appearance.

3.03 Finishing

- A. General: Finish exposed drywall surfaces with joints, corners, and exposed edges reinforced or trimmed as specified, and with all joints, fastener heads, trim accessory flanges, and surface defects filled with joint compound in accordance with drywall manufacturer's recommendations for a smooth, flush surface. Form true, level, or plumb lines, without joints, fastener heads, and flanges of trim accessories or defects visible after application of field applied decoration.
- B. Use joint tape to reinforce joints formed by tapered edges or butt ends of drywall units and at interior corners and angles. Set tape in joint compound and apply skim coat over tape in one application. Do not use topping or refinishing compounds for setting of tapes.
- C. Reinforce external corners of drywall work with specified type of corner bead. Securely fasten metal corner beads as recommended by the manufacturer. Use fasteners which will be fully concealed by joint compound fill applied over flanges.
- D. Edge Trim: Provide specified type of metal casing bead trim. Install in single, un-jointed lengths, unless run exceeds longest available stock length.
- E. Miter corners of semi-finishing-type trim.
- F. Coordinate installation of trim with drywall installation where type of trim or application requires installation of trim prior to, or progressively with, installation of drywall.
- G. Application of Joint Compounds: After mixing, do not use joint compounds if recommended pot-life time has expired. Allow drying time between applications of joint compound in

accordance with manufacturer's recommendations for the relative humidity and temperature levels at the time of application. In no case, allow less than 24 hours drying time between applications of joint compound. Apply not less than 3 separate coats of joint compound over joints, fastener heads, and metal flanges.

- H. Modify the above requirements to provide fire taping only at joints of unexposed drywall applications or as required to provide acceptable surface for adhesively applied acoustic tile.
- I. Painting Drywall: Refer to Section 09 91 23, "Painting".

3.04 Finishes

- A. Provide smooth finish at all locations unless otherwise noted.

3.05 Protection of Finished Work

- A. Provide proper procedures for the protection of completed drywall work from damage or deterioration until acceptance of the work.

End of Section

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Gypsum Wallboard

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, apply to the work specified in this section.
- B. Parts 1,2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

Item	Description
General	<ul style="list-style-type: none"> • Gypsum Wallboard at Interior walls, ceilings, soffits and other surfaces where indicated
Special Coordination	<ul style="list-style-type: none"> • Coordinate installation with all trades that will penetrate gypsum wallboard. • Coordinate installation with tile or other surface installation where indicated

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 01 00 00.

Item	Description
Catalog Cuts	<ul style="list-style-type: none"> • n/a
Product Data	<ul style="list-style-type: none"> • Gypsum wallboard products and accessories
Samples	<ul style="list-style-type: none"> • n/a
Shop Drawings	<ul style="list-style-type: none"> • n/a
Schedule	<ul style="list-style-type: none"> • Include Schedule entry on Gantt Chart for Installation

1.04 References and Standards

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining "Industry Standards" and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

References	<ul style="list-style-type: none"> • Published specifications, standard tests, or recommended methods of trade, industry or
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- Standard
- government organizations apply to work of this Section where cited by abbreviations noted below
- Federal Specifications (FS).
 - American Society for Testing and Materials (ASTM)
 - State of California, California Administrative Code, Title 17, Public Health (CAC Title 17)
 - Codes and Standards: Comply with applicable requirements of ANSI A97.1, unless otherwise indicated or otherwise required by governing authorities or codes
 - Construction Tolerances for Gypsum Drywall Work: Shim work as required to comply with specific tolerances. Do not exceed 1/16" offset between planes of abutting sheets (at edges or ends). Do not exceed the following tolerances for bow or out-of-plane for plumb, level, incline, or curvature as indicated:
 - Tolerance: 1/4" in 8'-0", all locations and directions

1.05 Quality Assurance

A. Provide the following per Division 01 00 00:

Item	Description
Supervision	<ul style="list-style-type: none"> • Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site.
Qualifications of Workers	<ul style="list-style-type: none"> • General Contractor shall ensure that all workers providing labor on this project are fully competent and experienced in the area of work being performed. General Contractor shall require subcontractors to remove any unqualified workers from the project. • Minimum five years experience in installation of gypsum products and related systems
Product Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify and accept all products delivered to site prior to installation. • Perform gypsum wallboard systems work in accordance with recommendations of ASTM C-754 and ASTM C-840 unless otherwise specified
Substrate Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any item. • Installer shall fully inspect related work by other trades prior to commencing installation of gyp board, plaster and related drywall systems.

1.06 Quality Control by Contractor

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list

does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

Item	Description
Supervision	• Per Division 01 00 00
Testing	• n/a
Special Inspections	• n/a
Mock Ups	• n/a

1.07 Quality Control by Owner

- A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract.

Item	Description
Observation	• Per Division 01 00 00.
Inspection	• n/a
Testing	• n/a
Special Inspections	• n/a

1.08 Closeout

- A. Provide the following Close Out materials in accordance with Division 01 00 00.

Item	Description
Product Manuals	• Maintenance and Operations instructions / manuals provided by all product / material manufacturers.
System Manuals	• Maintenance and Operations instructions / manuals provided by subcontractors for assemblies / systems.
Surplus Materials	• n/a
Training	• n/a

1.09 Warranty

- A. Provide written warranty in accordance with Division 01 00 00.

Item	Description
Warranty Form	• Per Division 01 00 00 • Describe Warranty requirements
Warranty Period	• 1 year
Warranty Start	• Date of Substantial Completion

1.10 Product Delivery, Storage, and Handling

- A. Coordinate delivery with installation to minimize storage periods at the project site. Deliver in manufacturer's unopened bundles or packages, fully identified with manufacturer's name, brand, type, and grade. Protect from weather, soiling and damage using handling equipment and storage techniques recommended by the manufacturer.

1.11 Job Conditions

- A. Examine all parts of the supporting structure to which gypsum drywall is to be applied and other conditions under which gypsum drywall is to be installed and notify the Architect, in writing, or any conditions detrimental to proper and timely completion of the work. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- B. Examine all parts of the supporting structure and the conditions under which studs will be installed and notify the Architect, in writing, of any conditions detrimental to the proper and

timely completion of the work. Do not proceed with the installation of steel studs until unsatisfactory conditions have been corrected.

Part 2. Products

2.01 Manufacturers

- A. Gypsum Wallboard products and Accessories: Manufacturer's offering products to comply with the requirements for Gypsum Wallboard products include the following:
 - 1. Celotex Corporation
 - 2. Flintkote Company
 - 3. Georgia-Pacific Corporation
 - 4. Johns-Manville
 - 5. Kaiser Gypsum Company, Inc.
 - 6. National Gypsum Company
 - 7. U.S. Gypsum Company
- B. Manufacturers: For all gypsum wallboard work throughout the Project, provide drywall materials, including accessories and fasteners produced by one manufacturer.

2.02 Gypsum Wallboard

- A. Provide gypsum board ASTM C36 or C442 as applicable to the type of drywall board shown and specified, 4 feet wide x lengths as required to minimize end joints, beveled edge, tapered.
- B. Gypsum Board Types: 5/8 inch thick, maximum permissible length; ends square cut, tapered edges; unless noted otherwise as follows:
 - 1. Standard Type: ASTM C36.
 - 2. Fire Rated Type: ASTM C36 fire resistive, UL rated Type X.

2.03 Accessories

- A. Acoustical Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board
- B. Fastenings:
 - 1. Gypsum Panels To Steel Framing: Metal Screws, Type S Bugle Head, self-drilling/tapping, sheet metal type with rust-inhibitive treatment, and lengths as required.
 - 2. Single Layer Gypsum Panels to Wood Studs Metal Screws, 1 1/4" Type W Bugle Head, with rust-inhibitive treatment, lengths as required.
- C. Accessories: 26-gauge, electro-galvanized steel, knurled surfaces for bedding cement. Provide corner beads with 1-1/4" legs at external corners and angle-shaped trim pieces where gypsum board meets dissimilar materials and/or is exposed. Coordinate trim accessories with Section 09255, "Drywall Finishing".
- D. Sealant: Presstite #579-64 or approved equal.

Part 3. Execution

3.01 Installation

- A. Install gypsum board in accordance with manufacturer's instructions and as described herein.
- B. Manufacturer's Instructions: Unless otherwise shown or specified, install gypsum drywall, including accessories, in accordance with manufacturer's printed instructions.
- C. Provide drywall of the thickness indicated, or if not indicated, provide not less than the minimum thickness recommended by the drywall manufacturer for the application shown.
- D. Use board of maximum lengths to minimize end butt joints as far from center of walls or ceilings as possible, and stagger not less than 1'-4" in alternate courses of board.
- E. Install gypsum drywall board with free side out. Do not install imperfect, damaged, damp, or wet drywall boards. Butt boards together for a light corridor at edges or ends with not more than 1/16" open space between boards. Do not force into place.
- F. Locate edges or end joints over supports except in horizontal applications or where intermediate support or gypsum board back-blocking is provided behind end joints. Position boards so that both tapered edge joints and mill cut or field cut end joints and mill cut or field cut end joints abutt. Do not place tapered edges against cut edges or ends.
- G. Attach drywall to framing/blocking as req'd for additional support at openings and cutouts.
- H. Fasten gypsum board to furring or framing with screws.
- I. Cutting, Fitting and Trimming: Accurately measure and precut gypsum drywall units prior to installation. Make all cuts from face side or by sawing. Completely cut paper on back face; do not break paper by tearing. Maintain close tolerances for accurate fit at joints between sheets and at framed openings, and allow for covering of edges of cutouts with plates and escutcheons. Cut edges smooth as required for neat and accurate fit.
- J. Do not locate joints within 8 inches of corners of openings, except where control joints are shown at jamb lines or where openings occur at adjacent exterior or interior angles of an area. Whenever possible, cut boards so that a single vertical joint occurs over center of door openings.
- K. Treat cut edges and holes in moisture resistant gypsum board and exterior gypsum soffit board with sealant.
- L. Isolation of Drywall from Other Construction: Provide perimeter relief where non-load-bearing drywall partitions at structural decks or ceilings or vertical structural elements and other areas indicated. Allow not more than 1/4" gap between gypsum drywall and structure. Finish edges of drywall face layer with square-nose metal casing bead. Seal space between casing bead. Seal space between casing bead and structure with continuous sealant bead where exposed.
- M. Install gypsum wallboard on fire rated walls as required by CBC and NFPA 80.
- N. Installation of Fasteners:
 - 1. Begin fastening from center portion of sheet and work toward edges and end. Ensure contact of drywall with supports by applying pressure on surface adjacent to fasteners. Install screws no closer than 3/8" from edges or ends of sheets. Drive with shank approximately perpendicular to drywall surface.
 - 2. Drive screws with power screwdriver recommended by drywall manufacturer. Do not hammer drive screws. Set screw heads slightly below surface of drywall, but do not break or strip paper face around screw. Stagger screws on edges and ends of adjacent sheets.

3. Metal Trim: At locations where metal edge trim will be installed after gypsum drywall, omit drywall fasteners at framing members adjacent to edges, as required, to allow for subsequent installation of trim. Refer to Section 09255, Drywall Finishing", for trim to be installed prior to, or subsequent to, drywall.
 4. After installation of drywall, check for loose fasteners and, if detected, drive tight. Where paper face is torn or punctured, install another fastener approximately 1-1/2 inches away and remove faulty fastener.
- O. Maximum Variation from True Flatness: 1/4 inch in 8 feet in any direction.

End of Section

Gypsum Wallboard Finishing

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, apply to the work specified in this section.
- B. Parts 1,2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.
- B. This Section does not include required painting and other field-applied decoration of gypsum drywall work

Item	Description
General Gypsum Board Finishing	<ul style="list-style-type: none"> • Metal trim accessories for drywall, including external corner reinforcement, reveal trims, and casing beads • Joint compound treatment of joints, interior angles, metal trim flanges, and head fasteners • Fire-taping only of unexposed drywall applications

- C. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 01 00 00.

Item	Description
Catalog Cuts Product Data	<ul style="list-style-type: none"> • n/a • Submit two copies of manufacturer's specifications and installation instructions for each type of drywall-finishing material required • Submit cut sheet for all trims, with dimensioned sections
Samples Shop Drawings Schedule	<ul style="list-style-type: none"> • Texture Finish Sample (if other than Smooth) • n/a • Include Schedule entry on Gantt Chart

1.04 References and Standards

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining "Industry Standards" and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other

responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

References Standard	USG Gypsum Construction Handbook American Society for Testing and Materials (ASTM) C475 : Joint Compound and Joint Tap for Finishing Gypsum Board C1047: Accessories for Gypsum Wallboard and Gypsum Veneer Base Gypsum Association GA-214-07: Recommended Levels of Gypsum Board Finish GA-216-07: Application and Finishing of Gypsum Panel Products
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1.05 Quality Assurance

A. Provide the following per Division 01 00 00

Item	Description
Supervision	<ul style="list-style-type: none"> • Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site.
Qualifications of Workers	<ul style="list-style-type: none"> • General Contractor shall ensure that all workers providing labor on this project are fully competent and experienced in the area of work being performed. General Contractor shall require subcontractors to remove any unqualified workers from the project. • Minimum five years of experience in installation of gypsum finish systems
Product Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify and accept all products delivered to site prior to installation. • Fire-Resistance Ratings: Whenever a fire-resistance classification is shown or scheduled for drywall construction, provide drywall-finishing materials and application procedures which have been tested and listed for the type of construction indicated
Substrate Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any item. • Installer shall fully inspect related work by other trades prior to commencing installation of gyp board finish systems • Examine the substrate to which gypsum drywall finishing materials are to be applied, and the conditions under which drywall finishing work is to be installed, and notify the Architect, in writing, of

conditions detrimental to the proper and timely completion of the work. Do not proceed with the installation until unsatisfactory conditions have been corrected.

1.06 Quality Control by Contractor

- A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

Item	Description
Supervision	<ul style="list-style-type: none"> • Per Division 01 00 00
Testing	<ul style="list-style-type: none"> • n/a
Special Inspections	<ul style="list-style-type: none"> • n/a
Mock Ups	<ul style="list-style-type: none"> • n/a

1.07 Quality Control by Owner

- A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract.

Item	Description
Observation	<ul style="list-style-type: none"> • Per Division 01 00 00.
Inspection	<ul style="list-style-type: none"> • n/a
Testing	<ul style="list-style-type: none"> • n/a
Special Inspections	<ul style="list-style-type: none"> • n/a

1.08 Closeout

- A. Provide the following Close Out materials in accordance with Division 01 00 00

Item	Description
Product Manuals	<ul style="list-style-type: none"> • Maintenance and Operations instructions / manuals provided by all product / material manufacturers.
System Manuals	<ul style="list-style-type: none"> • Maintenance and Operations instructions / manuals provided by subcontractors for assemblies / systems.

1.09 Warranty

- A. Provide written warranty in accordance with Division 01 00 00

Item	Description
Warranty Form	<ul style="list-style-type: none"> • Per Division 01 00 00 • Describe Warranty requirements
Warranty Period	<ul style="list-style-type: none"> • 1 year
Warranty Start	<ul style="list-style-type: none"> • Date of Substantial Completion

1.10 Product Delivery, Handling, and Storage

- A. Delivery and storage of Materials: Deliver drywall finishing materials in manufacturer's unopened containers, packages, or bundles identified with manufacturer's name, brand, type and grade. Store inside dry areas and protect from dampness and deterioration. Protect ready-mix products (if any) from freezing and protect metal accessories from rusting.

1.11 Job Conditions

- A. Temperature and Humidity Conditions: Do not install joint treatment compounds unless installation areas comply with the minimum temperature and ventilation requirements recommended by the drywall manufacturer.

Part 2. Products

2.01 Finish

- A. All exposed gypsum wall board surfaces shall receive a smooth, level 5, finish. GA-214.

2.02 Materials

- A. Joint Treatment Materials:
 - 1. Joint Tapes: Plain or perforated complying with ASTM C475.
 - 2. Joint Compound: Adhesives with or without fillers compounding with ASTM C475. Provide in dry powder form or premixed ready for application, and of the following type:
 - (a) Single-Compound Treatment: Provide manufacturer's single component compound suitable for both bedding and finishing of joints.
 - (b) Two-Compound Treatment: Provide compatible joint compounds, one compound being suitable for bedding and the other compound suitable for finishing of joints.
 - (c) For exposed-to-view work where drywall abuts or intersects dissimilar construction, provide square-edge, semi-finishing casing bead (no joint compound treatment required).

2.03 Accessories

- A. Corner Beads: ASTM C1047, metal or metal and paper combination.
- B. Edge Trim: ASTM C1047, GA 216
 - 1. J-Trim at exposed ends of panels.
 - 2. Z-Reveal Trim at transitions to masonry, concrete, or other dissimilar material, as detailed. Paint trim (color to match that of adjacent painted gypsum board) prior to installation.
 - (a) Fry Reglet DRMZ-625-50 (typical, for 5/8" gypsum board and 1/2" reveal) or other dimension as required
 - (b) or approved equal
- C. Joint Materials: ASTM C475, GA 216, reinforcing tape, joint compound, adhesive, and water.
- D. Fasteners: ASTM C1002 Type W or S; ASTM C954 Type S12
- E. Adhesive: ASTM C557, GA 216.

Part 3. Execution

3.01 Installation

- A. General: Finish exposed drywall surfaces with joints, corners, and exposed edges reinforced or trimmed as specified, and with all joints, fastener heads, trim accessory flanges, and surface defects filled with joint compound in accordance with drywall manufacturer's recommendations for a smooth, flush surface. Form true, level, or plumb lines, without joints, fastener heads, and flanges of trim accessories or defects visible after application of field applied decoration.

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- B. Use joint tape to reinforce joints formed by tapered edges or butt ends of drywall units and at interior corners and angles. Set tape in joint compound and apply skim coat over tape in one application. Do not use topping or refinishing compounds for setting of tapes.
 - C. Reinforce external corners of drywall work with specified type of corner bead. Securely fasten metal corner beads as recommended by the manufacturer. Use fasteners which will be fully concealed by joint compound fill applied over flanges.
 - D. Edge Trim: Provide specified type of metal casing bead trim. Install in single, un-jointed lengths, unless run exceeds longest available stock length.
 - E. Miter corners of semi-finishing-type trim.
 - F. Coordinate installation of trim with drywall installation where type of trim or application requires installation of trim prior to, or progressively with, installation of drywall.
 - G. Application of Joint Compounds: After mixing, do not use joint compounds if recommended pot-life time has expired. Allow drying time between applications of joint compound in accordance with manufacturer's recommendations for the relative humidity and temperature levels at the time of application. In no case, allow less than 24 hours drying time between applications of joint compound. Apply not less than 3 separate coats of joint compound over joints, fastener heads, and metal flanges.
 - H. Modify the above requirements to provide fire taping only at joints of unexposed drywall applications or as required to provide acceptable surface for adhesively applied acoustic tile.
 - I. Where fire rated walls are not exposed, tape all joints, fill all fasteners and fill all joints between gyp board and existing walls, ceilings, and floors. Knock down and sand all ridges where required.
- 3.02 Protection of Finished Work**
- A. Provide proper procedures for the protection of completed drywall work from damage or deterioration until substantial completion.

End of Section

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Suspended Acoustical Tile Ceiling

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, apply to the work specified in this section.
- B. Parts 1,2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

Item	Description
General	<ul style="list-style-type: none"> • Installation new suspended ceiling shown in drawings • All suspension, framing, diagonal support and accessories
Special Coordination	<ul style="list-style-type: none"> • Mechanical / electrical system for fixture placement • Coordination with all other trades for installation, interface and penetrations

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 01 00 00.

Item	Description
Catalog Cuts	<ul style="list-style-type: none"> • Provide catalogue cut sheets of product to be installed. This assists in verification that correct system is being utilized
Product Data	<ul style="list-style-type: none"> • Submit two copies of manufacturer's specifications for each acoustic tile required including certified laboratory test reports and other data as required to show compliance with these Specifications
Samples	<ul style="list-style-type: none"> • Submit three sets of 12-inch-square samples for acoustic tile required. Sample submittal and Architect's review will be for color and texture only. Compliance with all other requirements is the exclusive responsibility of the Contractor • Submit three samples of tile with edge trimmed to match factory edges, for cases where tiles are less than 2 feet or 4 feet as applies • Submit three 12-inch-long samples of each exposed

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|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Shop Drawings | <p>runner and molding. Architect's review will cover color and texture only. Compliance with all other requirements is the exclusive responsibility of the Contractor</p> <ul style="list-style-type: none"> • Submit Shop Drawing details and related ceiling plans of suspension system specified in this Section • Show location of ceiling units and other items of work (including but not limited to pendant light fixture support points) which are to be coordinated with ceiling, and show framing and support details for work supported by the suspension system • Certify compliance with ASTM C635 and other specified requirements and indicate structural classification |
| Schedule | <ul style="list-style-type: none"> • Include Schedule entry on Gantt Chart for Installation |

1.04 References and Standards

A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining "Industry Standards" and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

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| References | <ul style="list-style-type: none"> • Performance Data, Acoustical Materials, and Insulating, Materials Association (AIMA) Bulletin, "Performance Data Architectural Acoustical Materials". Flame-Spread Range: ASTM E84. (25) • Ceilings shall be designed and detailed to comply with CBC structural design section 1616.A.1.20 and ASCE 7-10, Section 13.5.6. • Ceilings and support system shall comply with the Office of Regulatory Services, and the requirements of the California State Manual. |
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1.05 Quality Assurance

A. Provide the following per Division 01 00 00

- | Item | Description |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Supervision | <ul style="list-style-type: none"> • Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site. |
| Qualifications of Workers | <ul style="list-style-type: none"> • General Contractor shall ensure that all workers providing labor on this project are fully competent and experienced in the area of work being performed. General Contractor shall require subcontractors to remove any unqualified workers from the project. • <i>The Contractor that installs the tiles shall install the suspension system</i> |

- | | |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Product Acceptance | <ul style="list-style-type: none"> • Minimum five years experience in installation of suspended tile systems and assemblies. • General Contractor (Superintendent) shall verify and accept all products delivered to site prior to installation. |
| Substrate Acceptance | <ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any item. • Deflection criteria • Suspension system components, hangers, and fastening devices supporting light fixtures, ceiling grilles, and acoustical units: Maximum deflection: 1/360 of span • Design Criteria <ul style="list-style-type: none"> • Ceilings shall meet all applicable requirements and codes for the construction of public school facilities in the State of California • Edges of tile at perimeter that must be field cut to size and revealed at the perimeter shall be reviewed and accepted by the Architect. GC shall ensure the highest level of workmanship for this task. • Deflection Test: ASTM C635 • Allowable tolerance of finished acoustical ceiling system: Level within 1/8" in 12 feet |
| Structural calculations | <ul style="list-style-type: none"> • Provide structural calculations as required to meet California Building Code. Calculations shall be by a Structural Engineer licensed in the state of California. Fabrication drawings shall be stamped by a California Licensed Structural Engineer. |

1.06 Quality Control by Contractor

- A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

Item	Description
Supervision	<ul style="list-style-type: none"> • Per Division 01 00 00
Testing	<ul style="list-style-type: none"> • Describe Testing
Special Inspections	<ul style="list-style-type: none"> • n/a
Mock Ups	<ul style="list-style-type: none"> • Describe special mock ups

1.07 Quality Control by Owner

- A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract.

Item	Description
Observation	<ul style="list-style-type: none"> • Per Division 01 00 00.
Inspection	<ul style="list-style-type: none"> • n/a
Testing	<ul style="list-style-type: none"> • n/a

Special Inspections • n/a

1.08 Closeout

A. Provide the following Close Out materials in accordance with Division 01 00 00.

Item	Description
Product Manuals	<ul style="list-style-type: none"> • Maintenance and Operations instructions / manuals provided by all product / material manufacturers.
System Manuals	<ul style="list-style-type: none"> • Maintenance and Operations instructions / manuals provided by subcontractors for assemblies / systems. • Submit manufacturer's recommendations for cleaning and refinishing acoustic tile, including precautions against materials and methods which may be detrimental to finishes and acoustic efficiency
Surplus Materials	<ul style="list-style-type: none"> • 5 boxes of the of each specified ceiling tile • When work is completed, deliver stock of replacement materials to the Owner. Furnish full-size units matching the material installed packaged and marked for identification.

1.09 Warranty

A. Provide written warranty in accordance with Division 01 00 00.

Item	Description
Warranty Form	<ul style="list-style-type: none"> • Per Division 01 00 00
Warranty Period	<ul style="list-style-type: none"> • 1 year
Warranty Start	<ul style="list-style-type: none"> • Date of Substantial Completion

1.10 Product Delivery, Storage, and Handling

- A. Deliver acoustic tile to the Project site in original unopened packages bearing manufacturer's name and labeled to identify each type of acoustic unit.
- B. Storage: Advise Contractors of acoustic material manufacturer's recommendations for storage of acoustic tiles to be used in the work.
- C. Protect all metal suspension parts from damage.

Part 2. Products

2.01 Acceptable Manufacturers

- A. Armstrong World Industries, Inc. (armstrong.com/ceilings)
- B. USG Interiors, Inc. (usg.com)

2.02 Materials

- A. Suspension System:
 - 1. Products:
 - (a) Armstrong Prelude XL
 - (b) USG Donn DX/DXL
 - 2. Comply with ASTM C635
 - 3. ASTM Structural Classification: Heavy-duty system,
 - 4. Main and cross members
 - (a) 15/16" Exposed Tee.
 - (b) 2'-0" x 4'-0" module w/ Illusion Two/24 panels
 - (c) Electro galvanized cold rolled steel, double weld design with rolled steel cap.
 - 5. Wall angle molding
 - (a) Electro galvanized cold-rolled steel, minimum .020 inch thick steel channel or angle
 - (b) Minimum flange width of 2"
 - 6. Splices, end connections, clips and other accessories:
 - (a) Electro galvanized Steel.
 - (b) Design to provide strong, rigid, lock type connections preventing movement or displacement of joined components and permitting disassembly without damage to component parts.
 - 7. Rough Suspension:
 - (a) Hanger wires and bracing wire: Minimum 12 gauge, galvanized, soft annealed, mild steel wire.
 - (b) Provide screw eyes and other accessories to meet state code requirements for hanging and cross bracing with wires. Refer details in Drawings.
 - (c) Exposed surfaces of components shall have factory applied semi-gloss enamel finish, color as selected by architect.
 - 8. Support Bars: Direct hung exposed grid.
 - 9. Compression Struts: Light-gauge steel C-stud per Drawings
 - 10. Color: White
 - 11. Refer to reflected ceiling plan for locations and layout.
- B. Acoustical Units:
 - 1. Products
 - (a) Armstrong Cortega Second Look, SQ (square) edge.
 - (i) 2'-0" x 4'-0" x 3/4" panels
 - (ii) routed shadowline across center
 - (iii) medium surface texture

- (b) or approved equal from USG
- 2. Acoustical units shall conform to FS SS-0S-1188, Type III (Mineral Fiber) class A
- 3. Fire resistance: Flame spread of 25 or less (UL Label).
- 4. Noise Reduction Class (NRC): 0.70 minimum
- 5. Color: White
- 6. Refer to reflected ceiling plan for location and layout.

Part 3. Execution

3.01 Inspection

- A. Examine the conditions under which the suspended ceiling work is to be performed and notify the Architect, in writing, of any unsatisfactory conditions. Do not proceed with suspension ceiling work until unsatisfactory conditions have been corrected.
- B. Consult other trades and contractors involved prior to start of ceiling work, to determine areas of potential interference. Do not start installation until interferences have been resolved.
- C. Coordinate layout with other work which penetrates or is supported by ceiling suspension system

3.02 Installation

- A. Suspension system: ASTM C636
- B. Rough Suspension
 - 1. Hangers:
 - (a) Space hanger wire no more than 4 feet on center, each direction.
 - (b) Install additional hangers at ends of each suspension member, at all corners of all light fixtures, and 8 inches maximum from vertical surfaces.
 - (c) Do not splay wires more than 5 inches in a 4 foot vertical drop.
 - (d) Wrap wire a minimum three tight turns for hanger wire, and 4 tight turns for bracing wires according to state code requirements.
 - (e) Secure hanging wires to structure above with four way wire splays as components and to meet applicable building code requirements for lateral design. Use ¼" diameter screw eyes into bottom or sides of solid wood structural members.
 - (f) Do NOT attach hangers or bracing wires to (E) 2x4 roof joists.
 - 2. Main runners:
 - (a) Space main runners at 4 feet on center.
 - (b) Level and square to adjacent walls.
 - (c) Space additional cross runners, in parallel to main runners, at 2 feet on center.
 - 3. Cross Runners
 - (a) Space cross runners at 2 feet on center
 - 4. Wall moulding:
 - (a) Install wall moulding at intersection of suspended ceiling and vertical surfaces.
 - (b) Miter corners where mouldings intersect.
 - (c) Attach to vertical surface with mechanical fasteners.
 - 5. Provide additional diagonal lateral bracing and compression struts as shown on the drawings and as required by code to support ceiling and partitions.

C. Lay In Acoustical Units

1. Install in grid system in accordance with manufacturer's instructions and recommendations.
2. Installation of tile shall not commence until the heating and ventilating system is in operation. All interior wet or dust-producing work shall be complete and dry.
3. At completion of the work, all surfaces shall present true, level and plane surfaces. All surfaces of tile ceiling and walls shall be clean and perfectly adhered over all areas and shall present a finished appearance
4. Provide trim moulding at recessed light fixtures and HVAC registers as required.
5. Provide hold down clips.
6. Layout shall be approved by Architect prior to commencement of installation.
7. Coordinate lay in system with all electrical and mechanical work to be integrated into the ceiling.
8. Where tegular tiles are specified, field-trim all perimeter tiles and profile to match factory edge. Tile shall lay-in level and in contact with wall angle or runner on all edges. Ensure consistent depth of reveal at all edges. Provide widest possible lay-in edges all around tile.

3.03 Acceptance

- A. Defective and Damaged Work: all chipped, nicked, scratched, soiled and otherwise defective tile and tile damaged during or after installation and prior to final acceptance of the building Project shall be removed and replaced at no additional cost to the Owner.

End of Section

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Resilient Base

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, apply to the work specified in this section.
- B. Parts 1,2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

Item	Description
General	<ul style="list-style-type: none"> • Rubber resilient base • Occurs at walls and cabinets • Includes all substrate preparation, patching, leveling

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 01 00 00.

Item	Description
Catalog Cuts Product Data	<ul style="list-style-type: none"> • Description • manufacturer's specifications and installation instructions for resilient flooring and accessories required
Samples	<ul style="list-style-type: none"> • Submit 12"-long samples of each type, color and finish of resilient base and moulding required. • Submit color selector with full range of base color and pattern variations
Shop Drawings Schedule	<ul style="list-style-type: none"> • n/a • Include Schedule entry on Gantt Chart for Installation

1.04 References / Standard

- A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining "Industry Standards" and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

- | | |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| References | <ul style="list-style-type: none"> • ASTM F-1861 Specification for Resilient Wall Base • Americans with Disabilities Act (ADA), Section 4.5 • 2010 California Building Code (CBC), Section 1124B |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

1.05 Quality Assurance

A. Provide the following per Division 01 00 00:

Item	Description
Supervision	<ul style="list-style-type: none"> • Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site.
Qualifications of Workers	<ul style="list-style-type: none"> • General Contractor shall ensure that all workers providing labor on this project are fully competent and experienced in the area of work being performed. General Contractor shall require subcontractors to remove any unqualified workers from the project.
Product Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify and accept all products delivered to site prior to installation. • Wherever possible, provide resilient accessories produced by a single manufacturer
Substrate Acceptance	<ul style="list-style-type: none"> • General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any item.

1.06 Quality Control by Contractor

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

Item	Description
Supervision	<ul style="list-style-type: none"> • Per Division 01 00 00
Testing	<ul style="list-style-type: none"> • n/a
Special Inspections	<ul style="list-style-type: none"> • n/a
Mock Ups	<ul style="list-style-type: none"> • n/a

1.07 Quality Control by Owner

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract.

Item	Description
Observation	<ul style="list-style-type: none"> • Per Division 01 00 00.
Inspection	<ul style="list-style-type: none"> • n/a
Testing	<ul style="list-style-type: none"> • n/a
Special Inspections	<ul style="list-style-type: none"> • n/a

1.08 Commissioning

- A. Provide Commissioning procedures and products per requirements of Division 01 00 00.

1.09 Close Out

- A. Provide the following Close Out materials in accordance with Division 01 00 00.

Item	Description
Product Manuals	<ul style="list-style-type: none"> • Maintenance and Operations instructions / manuals provided by all product / material manufacturers.
System Manuals	<ul style="list-style-type: none"> • Maintenance and Operations instructions / manuals provided by subcontractors for assemblies / systems. • Submit two copies of manufacturer's written instructions for recommended maintenance practices for each type of resilient flooring and accessories
Surplus Materials	<ul style="list-style-type: none"> • Provide replacement product equal to 5% of the total amount installed in this project

1.10 Warranty

- A. Provide written warranty in accordance with Division 01 00 00.

Item	Description
Warranty Form	<ul style="list-style-type: none"> • Per Division 01 00 00 • Describe Warranty requirements
Warranty Period	<ul style="list-style-type: none"> • 1 year
Warranty Start	<ul style="list-style-type: none"> • Date of Substantial Completion

Part 2. Products

2.01 Rubber Wall Base

- A. Product: BurkeBase, by Burke Flooring, www.burkeflooring.com
(District Standard, no substitutions)
- B. Material: Molded Thermoset (vulcanized) rubber,
- C. Profile: Cove Base
- D. Height: as shown on the drawings.
 - 1. At casework, coordinate height to completely cover toekick, provide excess height and trim in field.
- E. Thickness: 1/8"
- F. Finish: Satin
- G. Color: 527P-Clay-4
- H. Use pre-molded inside and outside corners at all corner conditions.

Part 3. Execution

3.01 Inspection

- A. Examine the areas and conditions under which resilient flooring accessories are to be installed. Notify the Architect, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.02 Preparation

- A. Prior to applying base, brush-clean or vacuum surfaces to be covered and inspect substrate. Start of base installation will indicate acceptance of substrate conditions and full responsibility for completed work.
- B. Continuously heat areas to receive base to 70 degrees F. for at least 48 hours prior to installation, when Project conditions are such that heating is required. Maintain 70 degrees F. temperature continuously during and after installation as recommended by flooring manufacturer, but for not less than 48 hours.

3.03 Installation

- A. Install resilient base after finishing operations, including painting, have been completed, and permanent heating system is operating. Moisture content of concrete slabs, building air temperature, and relative humidity must be within limits recommended by flooring manufacturer.
- B. Rubber Wall Base
 - 1. Apply resilient base to walls, columns, pilasters, casework, and other permanent fixtures in rooms or areas where base is required. Install base in as long lengths as practicable, with performed units for exterior and interior corners. Tightly bond base to backing throughout the length of each piece, with continuous contact at horizontal and vertical surfaces.
 - 2. Compress bottom cove edge of coved base for firm contact with flooring. Maintain top edge level. Base shall be without gaps to floor and wall surface.
 - 3. Place base with adhesive cement in strict compliance with manufacturer's recommendations. Butt tightly to vertical surfaces, thresholds, nosing, and edgings. Scribe as necessary around obstructions and to produce neat hairline joints, laid tight, even, and straight. Extend base into toe spaces, door reveals, and into closets and similar openings.
 - 4. Match edges at all seams or double cut adjoining lengths Install with tight hairline butt joints between adjoining lengths.
 - 5. Apply resilient base to walls, casework, and other permanent fixtures in rooms or areas where base is required. Install base in as long lengths as practicable, with preformed units for exterior and interior corners. Tightly bond base to backing throughout the length of each piece, with continuous contact at horizontal and vertical surfaces.

3.04 Cleaning and Protection

- A. Remove any excess adhesive or other surface blemishes, using neutral-type cleaners as recommended by flooring manufacturer. Protect installed flooring from damage by covering.

End of Section

Carpet

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, Apply to the work specified in this section.
- B. Parts 1,3,4,5,6, Title 24 of the California Code of Regulations is to be considered an integral part of this section. Items noted here are those specifically related to the General Contractor'
- C. All California Prevailing Wage Laws apply to the work of this section. Refer to CUHSD Labor Compliance Program and the specific "Labor Compliance Requirements" specification section included elsewhere in this Project Manual.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

- | | |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Carpet | <ul style="list-style-type: none"> • Provision and installation of broadloom carpet at locations indicated in the Drawings. • Installation shall be Direct Glue-Down. • Provision and installation of carpet strips, transitions and trims to meet physical requirements of installation as well as Accessibility requirements of Title 24 and ADA • Provide walk off mats at entry per plan • Provision and installation of rubber base and transition strips described in Section 09 65 13. |
| Colors | <ul style="list-style-type: none"> • Architect will select a maximum of (3) different colors/patterns. |

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 01 00 00.
 1. Catalog Cuts: Provide manufacturers product information for all components required for manufacture and fabrication, including but not limited to the following:
 2. Samples: Provide samples for initial selection purposes in form of manufacturer's color charts, actual units or sections of units, products or assemblies. Provide samples showing full range of colors, textures, and patterns available for each type of material indicated including but not limited to the following:
 3. Shop Drawings: Provide shop drawings showing location of each item, dimensioned plans and elevations, installation components, accessories including but not limited to following:
 4. Product Data: Provide product data for each type of product and process specified in this section and incorporated into items of architectural woodwork during fabrication, finishing, and installation:

5. Schedule: Provide Schedule defining location, installation, sequence or other information including, but not limited to, the following:

Catalog Cuts	<ul style="list-style-type: none"> • n/a
Samples	<p>Provide samples for initial selection purposes in form of manufacturer's color charts, actual units or sections of units, products or assemblies. Provide samples showing full range of colors, textures, and patterns available for each type of material indicated including but not limited to the following:</p> <p>Submit full line of manufacturer's standard colors of selected carpet.</p> <p>Submit samples of trims, base, carpet strips and transitions</p>
Shop Drawings	<p>Provide shop drawings showing location of each item, dimensioned plans and elevations, installation components, accessories including but not limited to following:</p> <p>Submit seam diagram showing the location of all seams and direction of run for approval.</p>
Product Data	<p>Provide product data for each type of product and process specified in this section and incorporated into the work of other sections during fabrication, finishing, and installation.</p> <p>Provide all literature on proposed carpet from the manufacturer</p> <p>Provide all literature on proposed adhesive from the manufacturer</p> <p>Existing Used Carpet - submit parameters/cost for carpet reclamation recycling.</p>
Schedule	n/a

1.04 References / Standards

A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining "Industry Standards" and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

References	<ul style="list-style-type: none"> • ASTM E1907 Practices for Determining Moisture related Acceptability of Concrete Floors to Receive Moisture-Sensitive Finishes. • ASTM F1637 Practice for Safe Walking Surfaces • ASTM D5116 Guide For Small-Scale Environment Chamber Determinations of Organic Emissions from Indoor Materials/Products • The Carpet and Rug Institute (CRI): CRI 104-96 Installation of Commercial Carpet
Quality Standard	<ul style="list-style-type: none"> • ASTM D5848 Test Method For Mass Per Unit Area of Pile Yarn Floor Coverings • ASTM D5823 Test Method For Tuft Height of Pile Floor Coverings • ASTM D1335 Test Method For Tuft Bind of Pile Yarn Floor Coverings • ASTM D5793 Test Method For Binding Sites Per Unit Length or Width of Pile Yarn Floor Coverings • ASTM D2859 Test Method for Flammability of Finished Textile Floor

Covering Materials

- ASTM D5252 Practice For Operation of Hexpod Drum Tester
- ASTM 5417 Practice For Operation of Vetterman Drum Tester
- ASTM E648 Test Method For Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Source
- Federal Flammability Standard DOC FF1-70 and DOC FF2-70
- American Association of Textile Chemists and Colorists (AATCC):
 - AATCC 16-98 Colorfastness to Light
 - AATCC 134-01 Electric Static Propensity of Carpets
 - AATCC 165-99 Colorfastness to Crocking: Carpets-AATCC Crockmeter Method

1.05 Quality Assurance

A. Provide the following per Division 01 00 00:

- | | |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Supervision | <ul style="list-style-type: none"> • Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site. |
| Qualifications of Workers | <ul style="list-style-type: none"> • Installers shall be specifically experienced with installation of resilient tile flooring and accessories – minimum five of years experience |
| Product Acceptance | <ul style="list-style-type: none"> • Architect reserves the right to reject any material not installed per current industry standards or recommended installation instructions of the Manufacturer • Product must meet Flammability restrictions defined below. |
| Substrate Acceptance | <ul style="list-style-type: none"> • Do not proceed with carpet installation until all wet work and painting is completed, heating system is turned on. Do not exceed carpet manufacturer's recommended moisture content. • • |

1.06 Quality Control By Contractor

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

- | | |
|---------------------|-------------------------|
| Supervision | • Per Division 01 00 00 |
| Testing | n/a |
| Special Inspections | n/a |
| Mock Ups | n/a |

1.07 Quality Control By Owner

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract.

- | | |
|---------------------|----------------------------------------------------------------------|
| Observation | • Per Division 01 00 00. |
| Inspection | • Per CCR Title 24: Continuous Inspection by DSA Certified inspector |
| Testing | • n/a |
| Special Inspections | • n/a |

1.08 Commissioning

- A. Provide Commissioning procedures and products per requirements of Division 01 00 00.
Commissioning procedures shall include, but not be limited to, the following:
- | | |
|---------------|-------|
| Commissioning | • n/a |
| Outline | |

1.09 Close Out

- A. Provide the following Close Out materials in accordance with Division 01 00 00.
- | | |
|---------------------------------|---------------------------------------------------------------------------------------------------------------|
| Product Manuals | • Maintenance and Operations instructions / manuals provided by all product / material manufacturers. |
| System Manuals | • Maintenance and Operations instructions / manuals provided by subcontractors for assemblies / systems.
• |
| Maintenance Tools and materials | • Provide instruction from the manufacturer for cleaning and maintaining selected carpet |
| Surplus Materials | • An additional 5% of product for future use. |
| Training | • n/a |

1.10 Warranty

- A. Provide written warranty in accordance with Division 01 00 00.
- | | |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Warranty Form | Per Division 01 00 00
Sub-Contractor and manufacturer to provide warranty against defects in materials or workmanship. Replacement or repair of such defects shall be repaired or replaced in a timely fashion at no additional cost to the Owner.
• |
| Warranty Period | • 1 year for installation
• Manufacturer's product warranties for: <ul style="list-style-type: none">○ Stain Resistance○ Fiber loss from abrasive wear○ Colorfastness |
| Warranty Start | • Date of Substantial Completion |

Part 2. Materials and Products

2.01 Accessories

- A. Provide walk-off carpet at entries to match carpet selected by architect.
- B. Rubber Molding: Burke Mercer top set base. Pre-molded exterior corners.
- C. Inset color strips at top and bottom of ramps and stairs.
- D. Transitions at entries, thresholds and material changes.

2.02 Recycled Content

- A. Product must contain a minimum of 45% recycled content by weight. This percentage is calculated by dividing the weight of recycled content in one square yard of finished carpet by the total weight of one square yard of finished product and multiplying by 100. $[(\text{Recycle Content Weight}) / (\text{Total Product Weight}) \times 100]$.
- B. Product must contain 20% post-consumer recycled content by weight from recycled post consumer carpet. This ensures that carpet is diverted from landfills for the production of the product and that virgin resource use in the product is reduced.
- C. Recycled content must be certified by a neutral, independent, third party organization such as Scientific Certification Systems. Product must carry product label certifying overall recycled content (including post-industrial and post-consumer content). Report percentage of post-industrial and post-consumer recycled content as a percentage of total product weight.
- D. Product must be available inclusive of 100% recycled content secondary backing.
 - 1. Recycled content and post consumer content must not be subject to availability. Post industrial and post consumer recycled content of product installed must be the same as those required by Project requirements.
 - 2. Also, Recycled content must be expressed as an exact percentage or a range. Statements such as “*up to 60%*” recycled content are not acceptable.
 - 3. Manufacturer must fully comply with FTC Part 260 “Guides for the Use of Environmental Marketing Claims,” with respect to advertising, labeling, product inserts, catalogs and sales presentations of all its flooring products submitted and sold.

2.03 PRODUCT RECYCLABILITY

- A. Product must meet FTC Guides for recyclability and must be one hundred percent (100%) closed-loop recyclable back into flooring. A manufacturer cannot claim that a product or any portion of a product that is incinerated is recyclable, even if incineration is used to produce heat and power (i.e. waste-to-energy) per FTC Guides 16 CFR section 260.7 (d) example 3.
- B. Recyclability of product installed must be the same as those required by Project requirements.

2.04 RECYCLING PROGRAM

- A. Manufacturer must have a collection and recovery system for product and a fully established, currently operational recycling program at time of bid per FTC Guides Section 260.7 (d).
- B. Manufacturer’s Recycling Facility must be certified by a neutral, independent, third party organization such as Scientific Certification Systems. Provide documentation showing certification of Recycling Facility.
 - 1. Manufacturer must be able to reclaim and recycle 100% of installed carpet. Like materials as installed must be 100% recycled.
 - 2. Manufacturer’s Recycling Facility must be certified by a neutral, independent, third party organization such as Scientific Certification Systems. Provide documentation showing certification of Recycling Facility.
 - 3. Manufacturer must have written guarantee that 100% of the recovered vinyl backed carpet will be recycled and that no portion of the product will be landfilled or incinerated (including waste-to-energy).

2.05 NSF 140 CERTIFICATION

- A. Product must be certified at the Platinum level to ANSI standard **NSF 140**, the Sustainable Carpet Assessment Standard (SCAS). Product certification must be conducted by an independent, third party organization such as Scientific Certification Systems. Provide documentation.

2.06 PRODUCT WARRANTY

- A. Warranty to be sole source responsibility of the Manufacturer. Second source warranties and warranties that involve parties other than the carpet manufacturer are unacceptable.
- B. If the product fails to perform as warranted when properly installed and maintained, the affected area will be repaired or replaced at the discretion of the Manufacturer.
- C. Chair pads are not required, but are recommended for optimum textural performance. Absent the use of chair pads, more intensive maintenance will be required for areas in direct contact with chair caster traffic, and some degree of appearance change is to be expected.
- D. The non-prorated lifetime limited warranty shall specifically warrant against:
 - 1. Excessive Surface Wear: More than 15% loss of pile fiber weight
 - 2. Excessive Static Electricity: More than 3.0 kV per AATCC 134
 - 3. Resiliency Loss of the Backing: More than 10% loss of backing resiliency
 - 4. Delamination
 - 5. Edge Ravel
 - 6. Zippering
- E. Tuft Bind warranty in lieu of edge ravel and zippering is not acceptable.

2.07 FIBER

- A. Nylon Fiber: Bulked Continuous Filament (BCF) Nylon in a loop pile construction – TDX Nylon.
- B. For yarn containing recycled content, report post consumer and post industrial recycled content of the pile face yarn based on total yarn weight i.e. $[(\text{Recycle Content in Pile Face Yarn}) / (\text{Total Weight of Pile Face Yarn}) \times 100]$
- C. Fiber to contain carbon-core filament for permanent static control. Topical treatments are not acceptable.
- D. Durable stain inhibitor should be applied to the fiber during product manufacturing to resist fiber staining and soiling. Application Rate: 2% of Face Weight.

2.08 BACKING CHARACTERISTICS

- A. Primary Backing: Synthetic Non-Woven.
- B. Secondary Backing: ER3 100% Recycled Content

1. Density (ASTM D-1667): Min. 65 lbs/cu ft +/- 5%
2. Standard Size: 24" x 24"
3. Recycled Content: 100% Recycled Content Secondary Backing
4. Fiberglass Reinforced
5. Face yarn fully fused to secondary backing system that will not delaminate.
6. Delamination: No delamination per ASTM D3936
7. Product must not contain pesticides (US EPA Registered Antimicrobials). Installation adhesives are exempt from this section.

2.09 PERFORMANCE CHARACTERISTICS

- A. Test reports for the following performance assurance testing to be submitted upon request. Submitted results shall represent average results for production goods of the referenced style. Requirements listed below must be met by all products.

1. Flooring Radiant Panel
ASTM E-648 / NFPA 253: Class 1 (CRF: 0.45 watts/sq cm or greater)
2. Federal Flammability
CPSC FF 1-70: Passes
3. Smoke Density
ASTM E-662 / NFPA 258: \leq 450 Flaming Mode
4. Electrostatic Propensity
AATCC 134 (Step & Scuff): 3.0 kV or less
5. Static Coefficient of Friction
ASTM C-1028: Passes ADA Requirements for Accessible Routes (minimum 0.60)
6. Delamination of Secondary Backing of Pile Floor Coverings
ASTM D-3936: No Delamination
7. Lightfastness
AATCC 16E: \geq 4 @ 100 hours solution dyed
8. TARR
All other applications: 3.0 minimum
9. Dimensional Stability
Aachen / ISO 2551: Maximum Change =/- 0.149%
10. Other
As specified in 2.05, 2.06 and 2.07 of this document

2.10 PRODUCT SPECIFICATIONS

- A. Manufactured by Tandus Centiva

1. Expedition #05187 ER3 Modular (Color: 61505 Sea Mist)
 - A. Construction: Accuweave Patterned Loop
 - B. Gauge: 1/12

- C. Stitch Rate: 11.0 pile units / inch
- D. Tuft Density: 132 tufts/sq inch
- E. Pile Height Average: 0.187 inch
- F. Pile Thickness: 0.092 inch
- G. Density Factor (UM44D): 6,261 oz/cu yd
- H. Fiber System: TDX BCF Nylon with Static Control & Ensure
- I. Dye Method: Solution Dyed
- J. R-Value: 0.46 Minimum Hr-ft²-°F/Btu
- K. Static Coefficient of Friction: ASTM C-1028; Passes ADA requirements.
- L. Static Propensity: AATCC 134: 3.5 kv or less
- M. Flooring Radiant Panel: ASTM E-648 or NFPA 253: Class 1
- N. Acoustic Requirements: Noise Reduction Coefficient (NRC): 0.10 Minimum
- O. Secondary Backing Density: Min. 65 lbs/cu ft +/- 5%
- P. Secondary Backing Recycled Content: 100% Recycled Content Secondary Backing
- Q. Third Party Certification: NSF 140 Platinum rating
- R. Total Product Recycled Content (based on Total Weight) Minimum <<<45%>>>
- S. Total Product Post-Consumer Content (based on Total Weight) <<<20%>>>
- T. Environmental Impact: No pesticides added to product (US EPA Registered Antimicrobials)

B. Substitutes/Alternates

Subject to compliance with all requirements, "or equal" must match the selected colors, have similar aesthetic appearance and tuft density, factory-applied "dry" adhesive, equivalent NSF 140 certification, recycled content certification labels and recyclability. Substitution sample and submittals must be submitted for written approval of quality and color at least ten days prior to bid to be considered. Sample of proposed substitute must be inclusive of both the face and proposed backing (color-only sample not acceptable).

2.11 Accessories

- A. Provide walk-off carpet at entries to match carpet selected by architect.
- B. Rubber Molding: Burke Mercer top set base. Pre-molded exterior corners.
- C. Inset color strips at top and bottom of ramps and stairs.
- D. Materials recommended by Manufacturer for patching, leveling, priming, etc.
- E. Transitions at entries, thresholds and material changes.
- F. Carpet strips at existing doors as required to produce finishes appearance. Review all selections with Architect.
- G. Fasteners and Seam Cement: As recommended by the manufacturer.

Part 3. Execution

3.01 Inspection and Preparation

- A. Examine all surfaces to receive specified work herein. Do not begin work until underlying construction is complete, all required inspections thereof have been made, and all conditions that might prevent proper installation or impair performance of work specified herein have been corrected.

- B. Condition of Surfaces: Surfaces to receive carpeting shall be flat, clean, thoroughly dry, smooth, firm and sound, and free of dust or loose particles, curing compounds, or any other damaging material.
- C. Existing Used Carpet - submit parameters/cost for current carpet reclamation program. Acceptance of this program will be at the discretion of the Architect.

3.02 Preparation

- A. Prior to installation, repair minor floor irregularities and thoroughly clean floor, leaving no dirt or grit.
- B. Fill cracks exceeding 1/16 inch in width with crack filler, of type recommended by manufacturer, and sand smooth.
- C. Line up carpet so that all lines or carpet match as woven, both in width and length.
- D. Provide carpet in largest possible lengths using minimum number of sections.

3.03 Installation

- A. Apply carpet in strict accordance with approved seam diagram and manufacturer's printed instructions, by glue-direct method.
- B. Install carpet with pile inclination in one direction. Carpet shall be smooth and without visible defects of any kind upon completion of installation and shall be aligned parallel to respective walls of building.
- C. Fit carpet neatly into breaks and recesses, against bases, around pipes and penetrations, under saddles and thresholds, and around permanent cabinets and equipment.
- D. Seaming:
 - 1. Employ minimum number of seams as is practicable.
 - 2. Seams shall be positioned as follows and submitted for review as indicated in Part 1:
 - (a) Seams shall run the entire length of a given area
 - (b) Main traffic flow shall run along, not across seams.
 - (c) Seams shall not be perpendicular to doorways.
 - (d) Seams shall be located so as to minimize exposure to natural light.
 - 3. Prepare seams by trimming off the mill or factory edge. This cut shall be made far enough in from the carpet edge so that a clean and even seaming edge is provided. Use cutting tools having razor type blades for seam preparation appropriate for carpet of this construction.
 - 4. All edges cut for seaming shall be treated with a seam sealer as recommended by the carpet manufacturer. Sealer shall be applied to the edge of the carpet as a base of the pile and the cut edge of the primary backing. Remove excess sealer at face of the pile with solvent recommended for that purpose by the manufacturer of the same sealer.
 - 5. Align all carpet to match carpet patterns, lines and designs as woven with width and length.
 - 6. Use no fill strips less than nine inches in widths and 36 inches in length.
- E. Adhesive Application
 - 1. Adhesive shall be applied over the entire field area. Random mastic application is not acceptable.
 - 2. All seam shall be tight and sealed with special seam cement as recommended by manufacturer, to for invisible, non-raveling seams.
 - 3. Apply adhesive uniformly with notched trowel, covering only that amount of surface that can cover by carpet within the recommended working time of adhesive.
 - 4. Do not soil carpet, walls, bases, or adjacent with adhesives. Promptly remove spillage.
 - 5. Broom or roll carpet to remove air bubbles and insure bond.

F. Accessories

1. Install all edging or plastic reducer strips at opening and where carpet terminates at unfinished surfaces.
2. Apply resilient base to walls, columns, pilasters, casework, and other permanent fixtures in rooms or areas where base is required. Install base in as long lengths as practicable, with preformed units for exterior corners and fabricated from base material with mitered or coped intersections for interior corners. Tightly bond base to backing throughout the length of each piece, with continuous contact at horizontal and vertical surfaces.

3.04 Cleaning and Protection

- A. When installation is complete, clean carpeting free of spots, using manufacturer's recommended cleaner. During installation, remove spots and smears of cement immediately with manufacturer's recommended solvent.

3.05 Job Conditions

- A. Protect carpeting until completion of all work.

End of Section

Painting – New and Existing Construction

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, apply to the work specified in this section.
- B. Parts 1,2,3,4,5,6, Title 24 of the California Code of Regulations (California Building Code) is to be considered an integral part of this section.
- C. All California Prevailing Wage Laws apply to the work of this section.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

Item	Description
General	<ul style="list-style-type: none"> • Provision and installation of all painted coatings regardless of location on project • All preparation, surface cleaning, sanding, filling, de-glossing and priming required and not specified in other sections

- B. Related work may be described in other sections of this Project Manual. All sections of this project manual are related. Contractor shall coordinate the work of this section with all other sections.

1.03 Submittals

- A. Provide the following submittals per the requirements of Division 01 00 00.

Item	Description
Catalog Cuts Samples	<ul style="list-style-type: none"> • n/a • Submit samples for Architect's review of color and texture only. Compliance with all other requirements is the exclusive responsibility of the Contractor. Provide a listing of the materials and application for each coat of each finish sample • On 12" x 12" hardboard, provide two samples of each color and material, with texture to simulate actual conditions. Resubmit each sample as requested until required sheen, color, and texture is achieved • Include samples of proposed Tinted Primer Color. Refer PART 2 – Products For Primer Color Requirements • Samples shall be created utilizing the same process that will be used in the field. If painting is to be sprayed, then samples shall be sprayed. If painting is to be brushed, then samples shall be brushed. If painting is to be rolled, then samples shall be rolled
Product Data	<ul style="list-style-type: none"> • Submit two copies of the manufacturer's MSDS and PDS sheets which will include paint-label analysis and application instructions for each material specified
Paint Schedule	<ul style="list-style-type: none"> • Submit a paint schedule that includes manufacturer and

- | | |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Shop Drawings
Schedule | <ul style="list-style-type: none"> • paint system for each type of surface and substrate to be painted. Do not begin work until this schedule is approved by the Architect in writing. • n/a • Include Schedule entry and conclusion on Gantt Chart for Installation of all coatings for this project. • Provide a Schedule of the products to be used on each building component. Include Manufacturer, product, sheen, number of coats and proposed method for installation as well as the intended preparation to successfully install the coating systems. |
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1.04 References / Standards

A. The following References and Standards are incorporated into the requirements of this Section as they apply to products, assembly, manufacturing procedures and installation. References shall be utilized in determining "Industry Standards" and other acceptable manufacture and installation methods but shall not relieve the Contractor of any other responsibilities of the Contract. Where conflicts occur between multiple listed references, the Contractor shall assume that the more restrictive standard applies and shall seek determination from the Architect regarding applicable standard.

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| References | <ul style="list-style-type: none"> • In addition to compliance with all pertinent codes and regulations, meet or exceed "Standard Type 1", as defined by the Painting and Decorating Contractors of America in the "Modern Guide to Paint Specifications", latest edition • Meet or exceed requirements of SSPC for all steel surfaces • MPI – Master Painters Institute, Architectural Painting Specifications Manual http://www.specifypaint.us |
| Standard | <ul style="list-style-type: none"> • EPA Method 24 – Determination of Volatile Matter Content, water Content, Density, Volume Solids, and Weight Solids of surface coating. • ASTM E2129, Standard Practice for Data Collection for Sustainability Assessment of Building Products • ASTM D3960, Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings. • ASTM D5116, Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions from Indoor Materials/Products • ASTM D6670, Standard Practice for Full-Scale Chamber Determination of Volatile Organic Emissions from Indoor Materials/Products. |

1.05 Quality Assurance

A. Provide the following per Division 01 00 00

- | Item | Description |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Supervision | <ul style="list-style-type: none"> • Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site. • Superintendent: Contractor shall provide knowledgeable personnel – Superintendent or Foreman – familiar with the scope of the Project and capable of communicating the status of the Work on a daily basis to the Architect and at all Required Inspections. |
| Qualifications of Workers | <ul style="list-style-type: none"> • General Contractor shall ensure that all workers providing labor on this project are fully competent and |

- experienced in the area of work being performed. All workers will have at least two years of training from the supplying contractor. Documentation will be required.
- Use only qualified journeymen painters for the mixing and applications of paint on exposed surfaces; in the acceptance or rejection of installed painting, no allowance will be made for lack of skill.
 - General Contractor shall require subcontractors to remove any unqualified workers from the project.
 - General Contractor (Superintendent) shall verify and accept all products delivered to site prior to installation.
 - Architect reserves the right to reject any material not installed per current industry standards or recommended installation instructions of the Manufacturer, or not installed per these Specifications.
 - General Contractor (Superintendent) shall verify all substrates / conditions prior to allowing installation of any primer, finish system or patching/repair product.
 - Inspection: Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Refer Part 3 – Execution for more detailed Contractor Inspection requirements.
 - Moisture levels of all surfaces will be tested and documented by the painting contractor and the General Contractor. Additionally, all exposed masonry surfaces will be tested for PH and documented. All PH levels tested will be below: 10 PH before any repair, priming or painting will begin.
 - All existing coatings will be tested and verified to be lead free before any work can begin.

1.06 Quality Control by Contractor

- A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

Item	Description
Supervision	<ul style="list-style-type: none"> • Per Division 01 00 00
Testing	<ul style="list-style-type: none"> • n/a
Special Inspections	<ul style="list-style-type: none"> • n/a
Mock Ups	<ul style="list-style-type: none"> • Provide mock-up for each color and sheen selection on each building component on the project. Use the same primer, paint, number of coats, and installation method that will be used for the final installation • Coordinate exact location for mock up in field with the Architect • Designated surface shall be the standard of quality for related surfaces upon review and acceptance by Architect

1.07 Quality Control by Owner

- A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract.

Item	Description
Observation	<ul style="list-style-type: none"> • Per Division 01 00 00.
Inspection	<ul style="list-style-type: none"> • n/a • n/a
Review by Architect	<ul style="list-style-type: none"> • Contractor shall notify Architect at the following milestones so that Architect may review the condition of the work. Failure to coordinate these reviews may result in later work being removed for corrections in the earlier work: <ul style="list-style-type: none"> • After power washing, cleaning, de-glossing, and preparation of all surfaces to receive paint • After completed application of prime coat • After application of final coat • After final post application site clean-up operations are completed • Prior to release of final payment

1.08 Close Out

A. Provide the following Close Out materials in accordance with Division 01 00 00.

Item	Description
Product Manuals	<ul style="list-style-type: none"> • Maintenance and Operations instructions / manuals provided by all product / material manufacturers.
System Manuals	<ul style="list-style-type: none"> • Maintenance and Operations instructions / manuals provided by subcontractors for assemblies / systems.
Surplus Materials	<ul style="list-style-type: none"> • Provide (5) gallons of each type and color of paint used on the project
Training	<ul style="list-style-type: none"> • n/a

1.09 Warranty

A. Provide written warranty in accordance with Division 01 00 00.

Item	Description
Warranty Form	<ul style="list-style-type: none"> • Per Division 01 00 00 • Sub Contractor and manufacturer to provide warranty against defects in materials or workmanship. Replacement or repair of such defects shall be repaired or replaced in a timely fashion at no additional cost to the Owner
Warranty Period	<ul style="list-style-type: none"> • 3 years
Warranty Start	<ul style="list-style-type: none"> • Date of Substantial Completion

1.10 Painting Scope

A. General

1. Painting and finishing of exposed items and surfaces throughout the Project, except as herein specified.
2. Study Drawings and Schedules and Specifications of other trades and include priming and preparation where no other is specified. Be responsible for total mil thickness of coating systems as specified herein, including others' shop coats
3. "Paint", as used herein, means all coating systems materials, including primers, emulsions, enamels, sealers and fillers, stains and other applied materials, whether used as prime, intermediate or finish coats.

4. Paint all exposed *paintable* surfaces, whether or not colors are designated in "schedules", except where the natural finish of the material is obviously intended to be exposed and not painted. (Obviously, do not paint window glass, masonry, fire equipment, etc.)
5. Paint all wood and steel fences and gates (Excludes steel chain link fences).
6. Paint all steel chipping containers identified on plans, including stenciled signage.

B. Colors:

1. Colors per plan.
2. Unless otherwise noted, provide all materials from a single manufacturer.
3. The contractor shall allow for a range of colors and shall anticipate the possibility of a different color on each type of material included in the project. No limits shall be assumed regarding numbers of colors, including selection of deep tones, except that colors will not be changed within the bound of a given material.
4. Generally and unless otherwise specified herein or noted on Finish Schedules the quantity of colors and finishes shall be based on the following criteria:
 - (a) Color selection will be based on (1) base color and up to (4) accent colors, which may be deep or bright colors.

C. Existing Construction: Renovated Finish

1. Where existing clear finishes occur on wood surfaces and are scheduled for "Renovated Finishes", provide preparation, surface repair, stripping (where required) and new finishes
2. In some cases, existing finish may be adequate as base for new finish
3. All areas requiring renovated finish will be reviewed in the field with the Architect prior to execution. Areas deemed to be heavily damaged may be re-designated for painted finish at the discretion of the Architect

D. Floor Coatings

1. Refer to other sections of this Project Manual for floors to receive paint, sealer, or similar coatings.

E. Specific Items Included: The following is intended to clarify items requiring paint. This list does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of all work of this Contract. The general contractor shall make all new surfaces, existing surfaces and repaired surfaces "ready for paint." Once the Painting contractor has applied primer or paint to a surface he/she has assumed complete responsibility for the "readiness" of that substrate.

Interior Paint

- Existing painted walls, trim, and accessories.
- Existing painted ceilings.
- New gypsum board walls, including interiors of heating and electrical closets.
- New gypsum board ceilings.
- Existing wood trims.
- New and Existing doors, frames and window frames including all associated trim.
- Existing exposed structural components.
- New and Existing equipment which does not include a factory finish or which includes a damaged factory finish.
- All areas damaged or otherwise affect by any aspect of

the construction of this project, including temporary facilities and dirt / dust.

1.11 Painting / Renovation Not Included

A. The following categories of work are not included as part of the painter-applied finish work, or are included in other Sections of these Specifications, unless otherwise shown or specified. No finish on the following

Do Not Paint:

- Stainless steel and nonferrous metals when used for metal doors and windows, counters, hardware, electrical plates, lighting fixtures, etc.
- Galvanized surfaces identified per plans to remain unpainted.
- Soffit vent screens that are currently unpainted
- Electrical, mechanical, and plumbing equipment and ductwork, except noted electrical conduits, ceiling registers, grilles, and diffusers which shall be field painted over manufacturer's prime coat
- Acoustical surfaces
- Fire alarm equipment: Smoke detectors, heat detectors, strobes, horns. Including protective cages or enclosures around such equipment.
- Factory-finished surfaces, equipment, etc
- Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, and shafts
- Existing concrete or masonry surfaces not specifically indicated as to receive paint, including concrete columns and masonry walls. These surfaces are to be renovated per Project Manual Section 09912.
- Operating Parts and Labels
- Where necessary to gain access or protect surfaces the painting contractor shall remove and replace at no extra cost removable items such as fittings, awnings, shutters, cover plates, doors and handles.
- Any surface where a coating will interfere with movement and fit such as threads and hinges
- Glass, porcelain, plastic, textiles and other materials not suitable to be painted
- Shop coated, powder coated and baked enamel surfaces
- Signage, these are to be cleaned and graffiti coated.

- B. Do not paint any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, door closers, sensing devices, motor and fan shafts, unless otherwise indicated.
- C. Do not paint over any code-required labels, such as UL and, fire ratings, Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.
- D. All masking, tape, paper, and plastic adhered to these items shall be removed by the Painting Contractor upon completion of painting and after required drying time. Absolutely no tape residue will be left on any surface. No tape will remain on an exterior surface for more than (14) days.

Part 2. Products

2.01 Paint

- A. Paint, surface treatments, and finishes are shown in the Finish Schedules, Elevations, or indicated in the Specifications of the Contract Documents. Paint colors will be selected from the manufacturer's mixed colors prior to installation.
 - 1. All surfaces shall receive a paint finish, except the exclusions in 1.10 and 1.11. If no finish is particularly indicated, the finish shall be the minimum coating specified in the paint finish schedule of this Section, for the particular substrate involved. It is the responsibility of the Painting Contractor to verify the exact coating choice, color, and sheen, as it relates to each and every substrate before a coating or primer is applied to any surface.
- B. All paints shall comply with Flame Spread limitations defined in 2010 CBC Table 803.9. Refer to Drawings for specific requirements based on usage.
- C. Final acceptance of colors will be from brush-out samples applied *in situ*.
- D. Proprietary names used to designate colors or materials are not intended to imply that products of the manufacturer's are required to the exclusion of equivalent products of other manufacturer's.
- E. Bids are to be based on specified coatings as manufactured by Benjamin Moore & Co., except as otherwise specified.
- F. Requests for changes or variations must be made in writing by the Contractor to the Architect detailing the reasons, extra cost or savings per hour of labor and/or per gallon of paint. It is the burden of the Painting Contractor to prove the equivalency of any intended substitution of primers or coatings four weeks before beginning the project.
- G. Paint Coordination: Provide finish coats and primers that are compatible and manufactured by the same manufacturer, except as otherwise specified. Review other Sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coating systems for various substrates. Upon request from other trades, furnish information on characteristics of specified finish materials, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify the Architect, in writing, of any anticipated problems using specified coating systems with substrates primed by others.
- H. **Primer:** All primers and undercoats are to be tinted to the approximate shade of the selected finish coat, but the tint shall be sufficiently different to allow easy determination of the boundaries between coats. Where the color schedule calls for the use of deep tones, it is the responsibility of the Painting Contractor to utilize the appropriate Deep Base Primers

as Manufactured by Benjamin Moore & Co. (or equal) for use on the surface for which they are intended.

2.02 Surface Repair / Stabilization Materials

- A. Hardener for wood that is damaged, slightly decayed, softened, or weathered:
 - 1. Quick drying, Solvent-borne resin hardener, such as Minwax High Performance Wood Hardener, System 3 End Rot, Abatron Liquid Wood, or approved equal.
- B. Filler for defects in wood.
 - 1. 2-part Epoxy filler such as Minwax High Performance Wood Filler, System 3 Wood Putty, Abatron Wood Filler, or approved equal.

Filler defects for metal.

 - 2. 2 component filler such as 3m Bondo or approved equal.
- C. Metal Etch / rust converter for rusty surfaces:
 - 1. Phosphoric Acid metal etch and prep such as Jasco Prep n' Prime, Ospho Rust Treatment, or approved equal.

2.03 Material Quality

- A. Provide premium quality grade of the various types of coatings as regularly manufactured by approved paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, premium-grade product will not be acceptable.
- B. Provide undercoat paint (Primer) produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

2.04 Materials

- A. Unless otherwise specified, the products indicated under "Painting" are products of "Benjamin Moore & Co.;" comparable-quality products of Dunn-Edwards, ICI, Kelly-Moore, Pratt & Lambert or approved equivalent will be acceptable. Proof of equivalence is required in writing by the Painting Contractor.
- B. Colors used shall be selected for their permanence and non-fading qualities. In addition, colors that are used over concrete and plaster shall not be applied if the concrete or plaster surface has a Ph rating higher than 13.
- C. All paint and coatings must be delivered to the job site in the manufacturer's original and unopened containers, plainly marked with the proper designation of the product, as well as the name of the manufacturer. All coating materials at the job site shall be subject to inspection by the Architect.
- D. The contractor shall retain sufficient quantities of paint of the same batch until completion of the entire project to permit uniform touch-up. Normal minor damages to painted areas by other trades during the course of the construction project shall be touched-up by the Painting Contractor at no extra cost.
- E. It is to be understood by the General Contractor and the Painting Contractor that all coatings must conform to all state and local regulations including VOC rules at the time of application.

Part 3. Execution

3.01 Contractor's Inspection

- A. It is the General Contractor and Painting Contractors responsibility to examine the areas and conditions under which painting work is to be applied. Notify the Architect, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected and inspected by the Architect.
- B. All surfaces to be painted must be free of dirt, rust, scale, grease, moisture, scuffed surfaces, glossy, or conditions otherwise detrimental to the formation of a durable paint film.
- C. Any surface which has been primed or painting constitutes acceptance of the surfaces and the conditions within any particular area.
- D. Surfaces not being painted shall be protected from drips, spatter, over-spray and other paint contamination by means of masking, drop sheets and protective covers.

3.02 Surface Preparation

- A. General: Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instruction and as herein specified for each particular substrate condition.
 - 1. The Painting Contractor shall be wholly responsible for the quality of his work, and is not to commence any part of it until the surface is in proper condition.
 - 2. If the Painting Contractor considers a surface unsuitable for proper finishing, he shall notify the Architect in writing. The Painting Contractor is not to apply any material until corrective measures have been taken, or the Architect has instructed them to proceed.
 - 3. If the Painting Contractor has been instructed by the General Contractor to begin painting under conditions and circumstances he believes could result in poor performance and early failure of the coating, he shall immediately inform the Architect in writing and request from the Architect for a decision in writing.
- B. General, Existing Construction:
 - 1. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items by workmen skilled in the trades involved.
 - 2. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease or waxes prior to mechanical cleaning. Schedule the cleaning and painting so that containments from the cleaning process will not fall onto wet, or newly painted surfaces.
 - 3. Refer to the manufacture's Technical Data Sheet for specified product and comply with the requirements regarding application such as: mixing of the components, thinning, pot life, and application equipment such as: roller type and nap length, brush type, tip size and gun type, air and fluid pressure, hose length and hose I.D., etc.
 - 4. Ensure that expectations of humidity, precipitation and temperature (substrate, ambient and material) during application and curing of paints are within the range permitted by the manufacturer.
 - 5. When substrate temperatures are high, care must be taken while applying the paint to prevent formation of voids, pinholes, and bubbles due to the rapid evaporation of solvent.

- C. Wood:
1. Clean wood surfaces to be painted of all dirt, oil, or other foreign substances with scrapers, solvent, and sandpaper, as required. Sand smooth all finished surfaces and remove dust. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other approved sealer before application of the priming coat. Multiple thin coats of white shellac may be necessary to “seal” the knot from “bleeding”. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sandpaper smooth when dried. Spot prime over all exposed fillers. Preapproval from the Architect in writing is required before any **wood surfaces can be pressure washed. All wood surfaces that are intended to be power washed will need to be identified and agreed upon in advance by the painting contractor, Architect and General Contractor.**
 2. Repair of defects, decay, and stabilization of soft areas: On all wood not identified to be replaced, all imperfections, divots, soft and weathered wood, and minor damaged areas shall be repaired before painting. All end grain shall be treated with wood hardener prior to repair and painting. All “butt” joints will be caulked with a Urethane base caulking to ensure a flexible joint to allow for the lateral expansion and contraction of the joint. The repair areas shall blend seamlessly into the surrounding surface.
 - a. Scrape and remove all loose material from the damaged area.
 - b. Treat the area with wood hardener per manufacturer’s instructions
 - c. Fill with epoxy filler. Multiple coats may be required
 - d. Sand smooth and blend into surrounding area. Inspect and apply additional filler if required.
 - e. Spot prime over patched and repaired surfaces.
 3. Fill all cracks, joints, seams with caulk and allow to cure (see caulking manufacturer recommendations as it pertains to “cure: times).
 4. Multiple coats of paint that are in an advanced state of deterioration and prior applications of cement-based paints must be removed by scraping, sanding or by the use of mechanical grinder. These areas will be referenced by the Architect and General Contractor during the “walk through”.
 5. New Wood must be dry, free of grease, oil, mildew, mortar and asphalt spatters and mill glaze. Rough surfaces are to be sanded smooth. Cracks are to be caulked; door and window trim and joints are to be caulked after surfaces have been primed so as to create a “sandwich” effect between the caulking/putty and the primed substrate. Nail holes are not to be filled. Painting is not to be done during or immediately following foggy, rainy or frosty weather, nor when the temperature is expected to go below 50°F before the coating has dried. Avoid painting surfaces while they are exposed directly to the hot sun, and refrain from painting during windy or threatening weather. Pressure treated wood (PTW) must be tested prior to coating to determine proper penetration of coating. Surface must be sprinkled with water to determine absorption into substrate. If water drops remain on PTW surface, do not paint. If water penetrates immediately into the surface, prepare surface as you would any wood and then prime. Smooth planed clapboards or siding must be sanded thoroughly with 80 grit sandpaper to remove the “mill glaze” to allow proper penetration and adhesion of the paint coating. If mildew is evident, it must be removed by scrubbing with a commercial mildew wash formulated for this purpose. Caution: Follow manufacturer’s directions; wear rubber gloves, work goggles and protective clothing.
 - (a) All timber delivered to the job site shall be tested with a moisture meter. All wood testing at or below 18% moisture content shall be immediately primed.

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- (b) Prime edges, ends, face, undersides, and backsides of such wood surfaces. When transparent finish is required, use spar varnish for back priming.
 - (c) Timber surfaces to be embedded in plaster or masonry shall be fully primed prior to installation. All timber end grain is to receive one extra primer coat.
 - (d) Back prime all new exterior wood.
 - (e) If more than (14) days have expired since the time of original priming all surfaces to be top- coated shall be lightly sanded or re-primed before a finish coat can be applied.
6. Previously Painted Wood must have all blistered, peeling, scaling and deteriorating paint removed to a clean, sound substrate, by scraping, grinding, sanding and/or wire brushing. Spot prime where bare wood is exposed. Chalk must be thoroughly removed to a sound substrate by wire brushing, sanding or by power washing. Remove all loose or split caulking, putty or glazing
7. Previously stained exterior wood:
- (a) After ensuring that wood is dry, free of grease, oil mildew, mortar and asphalt spatters and mill glaze, sand with 80 grit sand paper to achieve an adequate profile for complete primer adhesion.
 - (b) Prime with a stain blocking acrylic primer.
- D. New Exterior Cement Plaster:
- 1. Surfaces are to be dry, free of greasy residue, mortar and asphalt spatters. Thoroughly brush with a stiff fiber brush to remove loose particles.
 - 2. Remove form release agents with appropriate solvents.
 - 3. Remove laitance deposits by hand or power wire brushing, or other appropriate means.
 - 4. Allow poured concrete and precast concrete to cure for 60-90 days; block and stucco surfaces 30-60 days. Fill all structural cracks and crevices with the appropriate caulking/patching compound. If efflorescence is present, first dampen the surface with water, and then scrub the surface with a 10% solution of muriatic acid. Caution: Wear rubber boots and gloves, work goggles, and protective clothing. After treatment, thoroughly flush the surface with clean water to remove all acid and allow to dry thoroughly before painting. If mildew is evident, it must be removed by scrubbing with a commercial mildew wash formulated for this purpose. Caution: Follow manufacturer's directions; use rubber gloves, work goggles and wear protective clothing.
- E. Previously painted Exterior Cement Plaster:
- 1. Remove all peeling, scaling and deteriorating paint and chalk to a sound substrate by hand scraping, use of mechanical grinders or high-pressure washing. Fill all structural cracks and crevices with the appropriate caulking/patching compound. If mildew is present, remove by scrubbing with a commercial mildewcide wash formulated for this purpose.
 - 2. Caution: Follow manufacturer's directions; wear rubber gloves, work goggles, and wear protective clothing.
- F. Ferrous Metals:
- 1. Thoroughly clean New steel surfaces to remove all grease in accordance with SSPC-SP1 "Solvent Cleaning"

2. Remove rust, mill scale, etc., in accordance with SSPC-SP2-63 "Hand Tool Cleaning" or SSPC-SP3-63 "Power Tool Cleaning". Particular care is to be exercised to remove welding flux, slag and fume deposits as is possible by blast cleaning, washing with water, Phosphate rinsing, or power tool cleaning. Weld Spatters and burs must be removed. Primer coats should be applied immediately after the surface is dry and within the same day as the acid wash was applied so that rust does not reappear do to overnight moisture. Factory applied "shop coat" primers must be re-primed with a rust inhibitive 2 component epoxy primer before finish coats are applied.
- G. Previously painted steel:
1. Thoroughly clean following SSPC-SP1-63 to remove all grease, oil and dirt.
 2. All loose, peeling and scaling paint is to be removed by hand scraping or power tool cleaning. Rusted surfaces should be cleaned in accordance with SSPC-SP2_63" Hand Tool Cleaning" or SSPC-SP3-63 "Power Tool Cleaning".
 3. Surfaces are to be thoroughly cleaned after sanding, scraping, hand and tool cleaning, etc. Dull all glossy surfaces by sanding.
 4. Removal of multiple coats of paint that are in an advanced state of deterioration shall be accomplished by sandblasting or by the use of a mechanical grinder.
- H. New galvanized metals:
1. Thoroughly clean to remove all grease, oil dirt and contaminants in accordance with SSPC-SP1 "Solvent Cleaning".
- I. Weathered previously painted galvanized metal:
1. Remove all peeling and scaling paint, rust and chalk by scraping, sanding and wire brushing.
 2. After scraping, sanding, and wire brushing thoroughly clean the surface, re-prime exposed metal with a 95% zinc primer by Rustoleum or other pre-approved manufacturer, and finish as specified.
- J. Doors and frames
- a. Remove all paint if it will interfere with adhesion of the new coating system.
 - b. Fill all dents, holes, and other surface imperfections with epoxy filler.
 - c. Sand smooth all chipped areas and apply several coats of primer to build up the surface until smooth.
 - d. Finish coats of paint shall be sprayed or brushed. NOT ROLLED. Rolled-on paint or any paint applied otherwise with a rough or "stippled/orange peeled" final texture will be rejected.
 - e. Carefully paint doors which will touch adjoining surfaces when closed. To prevent blocking (fusing of uncured coating), the doors are not to be closed until the coating is cured enough as to not allow the door and jam to fuse together. Where excessive coating film thickness impacts the operation, previous paint and excess film thickness shall be removed by sanding, grinding or stripping and the item repainted.

3.03 Materials Preparation

- A. Mix and prepare painting materials in accordance with manufacturer's directions.

- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue. Store materials not in actual use out of the direct sun at all times.
- C. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film, and if necessary, strain the material before using.

3.04 Application

- A. General:
 - 1. See Operations and Sequence section below for the definition of a “Coat” of paint or finish.
 - 2. Apply paint in accordance with the Manufacturer's directions paying particular attention to recommended square feet per gallon. Use applicators and techniques best suited for the type of material being applied and that will provide a smooth professional, brush mark free finished surface.
 - 3. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color, and appearance.
 - 4. Paint surfaces behind moveable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only. **Re-set all moveable equipment or furnishings in their original location upon completion and inspection by Architect.**
 - 5. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.
 - 6. Paint the backside of access panels and removable or hinged covers to match the exposed surfaces in the coating specified for the substrate.
 - 7. Finish exterior doors on tops, bottoms, and side edges the same as the exterior faces, unless otherwise indicated.
 - 8. Sand lightly between each succeeding enamel or varnish coat and remove all sanding dust before work commences.
 - 9. No spraying to be done without prior written approval of the Architect or Owner.
- B. Minimum Coating Thickness
 - 1. Provide a total dry-film thickness as recommended by manufacturer, but not less than 4.5 mils for the entire coating system of prime the finish coat for three-coat work.
 - 2. Prime Coats: Apply a prime coat to material which is required to be painted, and which has not been prime-coated by others.
 - 3. Re-coat primed and sealed walls and ceilings where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn through or other defects due to insufficient sealing.
 - 4. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.
 - 5. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections are not acceptable and shall be repaired and re-painted.
 - 6. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Always apply the first two coats in gloss and the final coat in the referenced final finish sheen. Provide a finish free of laps, cloudiness, color, irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.

(a) Provide finish for final coats, unless other- wise indicated.(Unnecessary)

3.05 Clear Finish Renovation

- A. Repairs
 - 1. Do not begin finish renovation until all repairs have been made. Repairs may include patching, insertion of new panels or wood parts and spot wood repair.
- B. Preparation:
 - 1. Do not accept substrates in which panels, trims or other materials are loose, bowed or otherwise not in full contact with substrate.
 - 2. Fill all nail holes and small cracks with permanent hardening putty to match final finish. **Do NOT fill originally existing joints between panels.**
 - 3. Sand after putty has hardened to remove all residues and produce a smooth finish.
 - 4. Light sand all wood surfaces prior to application of first coat. Sanding shall knock down all previous stubble and residue from previous finishes.
 - 5. Clean with tack cloth to remove sanding dust.
 - 6. Fully clean area and ensure that dust will not become airborne from movement of or air infiltration.
- C. Application
 - 1. Apply gloss clear finish with high quality brush or spray. Stroke parallel to grain and pull stroke full length to avoid brush ends and runs.
 - 2. After first coat is dry, and per manufacturer specification, light sand completed finish to knock down all stubble, dust and residue.
 - 3. Apply second coat of clear gloss fully covering all areas applied by the first coat. Allow to dry and inspect.
 - 4. All areas that remain rough, or stubbled or include dust shall be sanded, cleaned and final coated again with the referenced final sheen.

3.06 Operations and Sequence

- A. All work is conditioned on adequate coating and finishing of all visible surfaces. Contractor shall provide all equipment necessary to meet this requirement. Equipment shall include lifts, scaffolding, ladders and any other appurtenances required to access surfaces.
- B. Sequence of operations shall be determined by the requirements of the paint manufacturer and the finish requirements of this specification. Finish quality shall not be compromised by limitations resulting from equipment movement or setup.
- C. Multiple setups may be required to apply different coatings or colors.
- D. Multiple passes at each surface will be required to allow for multiple coatings and interim curing time. Contractor shall allow for as many passes as necessary to adequately coat each surface.
- E. Contractor shall allow for multiple passes where the requirements of one finish component are different than those of another.
- F. **Drying Time between coats:** Time between coats of primer and finish coats shall be dictated by the Required Inspections (refer to PART 1.) Each coat shall be allowed to dry completely before application of next coat.

1. **“Coat”** shall constitute a complete covering of any surface according to mfr. instructions for application of the particular coating specified and shall include manufacturer’s specified drying time between coats. If mfr. specified curing time has not accrued prior to a subsequent coat, then the subsequent coat shall be considered a part of the previous coat and shall not constitute a required coat per these specifications. Multiple passes of any application device used for any coating shall not be considered multiple coats.

3.07 Cleanup and Protection

A. Cleanup:

1. During the progress of the work, remove from the Project daily all discarded paint materials, rubbish, cans, and rags.
 - (a) Comply with local regulations for disposal of all paint materials including paint, stain, wood preservative finishes, solvents, and other related materials.
 - (b) Recycle paint as available in jurisdiction. Separate materials by type. Where paint recycling is not available, materials shall be treated as hazardous waste and disposed in an appropriate manner.
2. Upon completion of painting work, clean all window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damaged finished surfaces. Cut and face all operating windows. All operable windows need to be shown to work correctly to the Architect before the project will be considered complete.

B. Protections: Protect the work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damages by cleaning, repairing, or replacing and repainting as directed by Architect.

1. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

3.08 Product Delivery, Handling and Storage

- #### A. Delivery all materials to the job site in original, new, and unopened packages and containers bearing manufacturer's name and label.

3.09 Job Conditions

- A. Do not apply water-base paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 50 degrees F., unless otherwise permitted by the paint manufacturer's printed instructions.
- B. Do not apply solvent-thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45 degrees F., unless otherwise permitted by the paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog, or mist or when the relative humidity exceeds 85% or to damp or wet surfaces, unless permitted by the paint manufacturer's printed instructions. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying period.

Part 4. Coating Systems

4.01 Materials

- A. For purposes of scheduling, the products indicated under Painting Systems are products of Benjamin Moore & Co.
- B. Products used shall be selected for their permanence and non-fading qualities.
- C. Colors and Finishes: Paint colors, surfaces treatments, and finishes are shown on the Drawings and indicated in the Schedules of the Contract Documents.
- D. Use only vinyl acrylic or 100% acrylic paint; no oil (alkyd) based paints are allowed unless otherwise specified.

4.02 Paint Schedule

- A. This schedule is comprehensive, there may be items listed here that are not within the scope of this project. Refer to Section 4.03 for items scheduled for Clear Finish.

Location	Components	Product
New Hollow Metal Doors	First Coat	Prime with Benjamin Moore/Corotech V110 Acrylic Metal Primer
	Second Coat	Finish with Benjamin Moore #M29 100% Acrylic Direct to Metal Semi Gloss Finish
	Third Coat	Finish with Benjamin Moore #M29 100% Acrylic Direct to Metal Semi Gloss Finish
New Hollow Metal Frames	First Coat:	Prime with Benjamin Moore/Corotech V110 Acrylic Metal Primer
	Second Coat	Finish with Benjamin Moore #M29 100% Acrylic Direct to Metal Semi Gloss Finish
	Third Coat	Finish with Benjamin Moore #M29 100% Acrylic Direct to Metal Semi Gloss Finish
Existing Hollow Metal Doors (Previously Painted)	First Coat	Benjamin Moore #046 Fresh Start 100% Acrylic Exterior Primer
	Second Coat	Finish with Benjamin Moore #M29 100% Acrylic Direct to Metal Semi Gloss Finish
	Third Coat	Finish with Benjamin Moore #M29 100% Acrylic Direct to Metal Semi Gloss Finish
Existing Hollow Metal Frames (previously painted)	First Coat:	Benjamin Moore #046 Fresh Start 100% Acrylic Exterior Primer
	Second Coat	Finish with Benjamin Moore #M29 100% Acrylic Direct to Metal Semi Gloss Finish
	Third Coat	Finish with Benjamin Moore #M29 100% Acrylic Direct to Metal Semi Gloss Finish
New Interior Gypsum Board or Plaster Surfaces	First Coat	Prime and Seal with Benjamin Moore #253 Moorcraft Super Spec Latex Enamel Undercoater & Primer Sealer
	Second Coat	Finish with Benjamin Moore # 276 Moorcraft Super Spec Latex Lo-Luster Enamel
	Third Coat	Finish with Benjamin Moore # 276 Moorcraft Super Spec Latex Lo-Luster Enamel
New Interior Wood Doors	First Coat	Clear alkyd sealer. Allow 12 hours drying time before application of second coat

Location	Components	Product
	Second Coat	Finish with Benjamin Moore # 276 Moorcraft Super Spec Latex Lo-Luster Enamel
	Third Coat	Finish with Benjamin Moore # 276 Moorcraft Super Spec Latex Lo-Luster Enamel
Existing Interior Wood Doors	First Coat	Prime with Benjamin Moore 023-00 Fresh Start 100% Acrylic Primer
	Second Coat	Benjamin Moore #281 100% Acrylic Semi Gloss
	Third Coat	Benjamin Moore @281 100% Acrylic Semi Gloss
New Exposed Metallic Ductwork and Registers	First Coat	Prime with Benjamin More #363 Acrylic Direct to Metal Satin
	Second Coat	Finish with Benjamin Moore #M22 Urethane Alkyd Gloss Enamel
	Third Coat	Finish with Benjamin Moore #M22 Urethane Alkyd Gloss Enamel

End of Section

Fire Extinguishers - Installation only

Part 1. General

1.01 Related Documents

- A. The Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 00 00, General Requirements, apply to the work specified in this section.
- B. Parts 1,3,4,5,6, Title 24 of the California Code of Regulations is to be considered an integral part of this section. Items noted here are those specifically related to the General Contractor'
- C. All California Prevailing Wage Laws apply to the work of this section. Refer to the City of Cupertino Labor Compliance Program and the specific "Labor Compliance Requirements" specification section included elsewhere in this Project Manual.

1.02 Work Included

- A. The following is a general description of the work included in this section. This description does not limit the scope of work shown in the drawings nor does it relieve the Contractor of any responsibility for coordination of **ALL** work of this Contract.

Installation	Installation of Owner provided Fire Extinguishers
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1.03 Related Work

- A. Refer to the following sections for work specifically related to the work of this section. This information is provided for convenience and does not eliminate coordination requirements. All sections of this Project Manual and all other Contract Documents shall be considered related by the Contractor.

Section 01310	Project Management and Coordination
Section 01320	Progress Documentation
Section 01730	Execution

1.04 Submittals

- A. Provide the following submittals per the requirements of Division 01 00 00.
 - 1. None required

1.05 Quality Control

A. Provide the following per Division 01 00 00:

- | | |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Supervision | <ul style="list-style-type: none">• Full time supervision and observation by the Contractor of all on-site Construction Activities including ordering, procurement and delivery of all materials and products manufactured or assembled off-site. |
| Substrate Acceptance | <ul style="list-style-type: none">• n/a |

1.06 Quality Control by Contractor

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract Documents.

- | | |
|--------------------|-------------------------------------------------------------------------|
| Supervision | <ul style="list-style-type: none">• Per Division 01 00 00 |
|--------------------|-------------------------------------------------------------------------|

1.07 Quality Control by Owner

A. The following specific procedures shall be required to demonstrate adequate levels of quality provided for project components and systems. Exclusion of any item from this list does not relieve the Contractor of any responsibilities for quality procedures covered elsewhere in the Contract.

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|----------------------------|----------------------------------------------------------------------------------------------------------------------|
| Observation | <ul style="list-style-type: none">• Per Division 01 00 00. |
| Inspection | <ul style="list-style-type: none">• Per CCR Title 24: Continuous Inspection by DSA Certified inspector |
| Testing | <ul style="list-style-type: none">• Refer to Inspection Sheet |
| Special Inspections | <ul style="list-style-type: none">• Refer to Inspection Sheet |

1.08 Commissioning

A. Provide Commissioning procedures and products per requirements of Division 01 00 00. Commissioning procedures shall include, but not be limited to, the following:

- | | |
|------------------------------|---------------------------------------------------------------------------------------------------------------|
| Commissioning Outline | <ul style="list-style-type: none">• Check mounting, ability to access, remove Fire Extinguisher |
|------------------------------|---------------------------------------------------------------------------------------------------------------|

1.09 Close Out

A. Provide the following Close Out materials in accordance with Division 01 00 00.

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|------------------------|-----------------------------------------------------------------------------------------------------|
| Product Manuals | Maintenance and Operations instructions / manuals provided by all product / material manufacturers. |
|------------------------|-----------------------------------------------------------------------------------------------------|

System Manuals Maintenance and Operations instructions / manuals provided by subcontractors for assemblies / systems.

Maintenance Tools and materials • n/a

1.10 Warranty

A. Provide written warranty in accordance with Division 01 00 00.

Warranty Form • n/a

Part 2. Products

2.01 Fire Extinguisher Units

A. Provided by the City of Cupertino.

Part 3. Execution

3.01 Product Delivery, Handling, and Storage

- A. Protection: Use all means necessary to protect fire extinguishers before, during, and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

3.02 Surface Conditions

- A. Coordination: Coordinate with all other trades required to ensure proper and adequate provision in framing and wall covering for the installation of recessed cabinets in the locations required.

3.03 Installation

- A. Install the fire extinguishers where indicated on Drawings and in full accordance with all pertinent regulations and the manufacturer's recommendations, setting the top of the extinguishers no more than 5 feet above the finish floor and anchoring all components firmly in place for long life under hard use.

End of Section

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