



CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS
FOR

**SUNSET CENTER BOILER REPLACEMENT
2020-041-005 Re-Bid**

Mandatory Pre-Bid Conference & Site Tour:

January 7, 2019 at 10:00 am

Meet at the Sunset Boiler Room, located on Mission Street North of Tenth Avenue

Bidder Questions Due by:

January 14, 2019 at 11:00 am

Direct questions to Robert Estrella, Project Manager at restrella@ci.carmel.ca.us

All questions must be in writing and submitted by email.

Responses to Bidder Questions to be Posted on City Website by:

January 17, 2020 at 5:00 pm:

Bid Submittal Due Date and Time:

January 21, 2020 at 2:00 pm

Bids to be Publicly Opened Immediately after Bid Submittal Due Date and Time:

Carmel City Hall Council Chambers

on the Eastside of Monte Verde Street between Ocean and 7th Avenues

Carmel-by-the-Sea

Prepared by
City of Carmel-by-the-Sea
Department of Public Works
Junipero Avenue between Fourth and Fifth Avenue
Carmel-by-the-Sea, CA 93921
Website: <http://ci.carmel.ca.us>

TECHNICAL SPECIFICATIONS PREPARED BY:

William M. Estes

William M. Estes, P.E.
Principal

DATE: 13 Dec. 2019

APPROVED FOR CONSTRUCTION:

Robert M. Harary

Robert M. Harary, P.E.
Director of Public Works

DATE: 12/13/2019

SUNSET CENTER BOILER REPLACEMENT 2020-041-005 Re-Bid

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**CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS**

PART I: NOTICE TO CONTRACTORS

The City of Carmel-by-the-Sea (the "City") is soliciting bids from qualified Mechanical Contractors for removal of two cast iron atmospheric boilers and the installation of a new high efficiency condensing boiler.

This work includes but is not limited to: removal of two atmospheric boilers containing lead, two circulation pumps, flues in boiler room, wall-mounted compression tank, gas line, and water lines. Install a new high-efficiency condensing boiler complete. Total capacity to match current boiler plant capacity. Install base-mounted heating hot water pump. Install new primary/secondary decoupler. Connect heating hot water piping to existing mains. Reconnect pot feeder, make-up water and gas. Extend new PVC flue up through roof of existing building. Coordinate with controls subcontractor for reconnection of controls to new boiler. Reconnect power to new heating hot water pumps. Extend power to new boiler and primary circulators.

Submit bids in a sealed envelope to City Hall, attention City Clerk.

Mail or deliver sealed bids to the following address by 2:00 pm Tuesday January 21, 2020:

US Mail	City of Carmel-by-the-Sea City Clerk P.O. Box CC Carmel-by-the-Sea, CA 93921
FedEx / UPS / Hand Delivery	City of Carmel-by-the-Sea City Clerk Eastside of Monte Verde Between Ocean and Seventh Avenues Carmel-by-the-Sea, CA 93921

Immediately after the deadline, bids will be publicly opened and read in the City Council Chambers. At the time of the bid opening, the successful Bidder must be legally entitled to perform Contracts requiring both California C-4 and C-36 Contractor's License. Any Bidder or Contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

All electricians performing work under this Contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this Contract.

SPECIFICATIONS AND BID FORMS

Specifications, including instructions to Bidders and all necessary Contract documents and forms, are available on-line from the City's website located at <http://ci.carmel.ca.us>. **Submit the original bid proposal unbound with wet signatures (see Appendix A for required Bid Forms for Submittal) in a sealed envelope clearly marked on the exterior Sunset Center Boiler Replacement 2020-041-005 Re-Bid.**

When submitting a bid in a sealed envelope within another sealed envelope, such as an envelope provided by an overnight carrier, be sure to also mark the exterior of the outermost envelope or overnight carrier's envelope clearly with the project name, bid opening date and bid opening time.

MANDATORY PRE-BID CONFERENCE & SITE TOUR

A Mandatory Pre-Bid Conference and Site Tour is scheduled for 10:00 am on Tuesday, January 7, 2020 at the Sunset Boiler Room located on Mission Street North of Tenth Avenue. This conference will allow bidders to receive an overview of the Contract.

INQUIRIES

Only the following individual may be contacted during the bidding period and this individual may only be contacted via email:

All Questions shall be submitted to:	Robert Estrella Project Manager Email: restrella@ci.carmel.ca.us
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To provide adequate response time prior to the bid opening, all questions regarding this Invitation for Bids must be submitted in writing to the appropriate person shown above by the time stated on the cover sheet. If the issue materially affects the Bid, the information will be incorporated into an addendum and posted on the City’s website at <http://ci.carmel.ca.us> by the date and time listed on the cover sheet.

No letters or correspondence will be sent notifying prospective Bidders of any modifications or clarifications to the Invitation for Bids. It is the Bidder’s responsibility to review all Addenda posted to the City website and to acknowledge Addenda by dating and initialing Page 5 in Appendix A, Bid Forms for Submittal.

PREVAILING WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction Contracts and all public works Contracts for alteration, demolition, repair or maintenance work exceeding one thousand dollars (\$1,000). Local wage rates may be obtained from the Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Contractor awarded a public works Contract that uses a craft or classification not in the general prevailing wage determinations is required to pay the wage rate most closely related in the general determinations, effective at the time of the bid opening.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. See Part III of these Specifications for additional requirements.

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Carmel-by-the-Sea shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works Contract subject to the requirements of Chapter 1 of the Labor Code, within five (5) days of the award, but in no event later than the first day in which a Contractor has workers employed upon the public work. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext>) and shall include the name and registration number issued by the

DIR pursuant to Section 1725.5 of the Contractor, the name and registration number issued by the DIR pursuant to Section 1725.5 of any subcontractor listed on the successful bid, the bid and Contract award dates, the Contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

Additional Information Effective 2017:

In 2014, SB 854 (Chapter 28, Statutes of 2014) created a new system for oversight of prevailing wage compliance by the California DIR. It required Contractors and subcontractors to register with the DIR in order to bid or Contract for public works projects and to submit payroll records directly to the DIR through a new online portal. SB 854 also required cities and other local agencies to notify the DIR online within thirty days after award of a public works Contract.

SB 96 (Chapter 28, Statutes of 2017) was signed into law on June 27, 2017, as a budget trailer bill and became effective immediately. SB 96 refines and expands SB 854's requirements and adds significant penalties for local agencies that fail to comply with prevailing wage requirements. Because prevailing wage requirements apply to all public works Contracts over \$1,000, these new requirements will apply to the vast majority of municipal public works projects.

The Public Contract Code requires Bidders to submit a list of every subcontractor that will perform work in excess of one half of one percent of the Contract price. SB 96 requires that the subcontractor list form now include the DIR registration number for each listed subcontractor. An inadvertent error in listing a subcontractor's DIR number will not be grounds for a bid protest or for rejecting the bid as nonresponsive if the Contractor provides the correct number within 24 hours following the bid opening.

BID BOND

Cash, a certified check or cashier's check, payable to the order of the City of Carmel-by-the-Sea, or a satisfactory bid bond, in original form (no fax or photocopy shall be accepted), executed by the Bidder and an acceptable surety in an amount equal to 10% of the bid amount shall be submitted with each bid.

BID VALIDITY

No Bidder may withdraw their bid for a period of ninety (90) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of Bidders request to withdraw bid shall be at the sole discretion of the City.

RESPONSIBLE BIDDER

Responsible Bidder as it pertains to this Contract shall be as follows:

1. **Standards of Responsibility:** The City may reject bids on the basis of non-responsibility. A responsible Bidder is one that has the capacity in all respects to perform fully the Contract requirements, and the integrity and reliability which will assure good faith performance of the Contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a Bidder has:
 - a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:

- i. Adequate workforce to meet multiple critical work schedules at once;
 - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
 - b. A satisfactory record of performance, including but not limited to any prior work performed by Bidder for the City or other agency;
 - c. Evidence of Bidder's ability to provide the required bonding and insurance capacity. Apparent low Bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;
 - d. A satisfactory record of integrity, diligence, and professionalism in the specific Contract work;
 - e. The legal qualifications to Contract with the City; and
 - f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.
2. **Information Pertaining to Responsibility.** The prospective Contractor shall supply any information requested by the City concerning the responsibility of such Contractor, including the qualifications and performance records of Contractor's employees and proposed subcontractors. If the prospective Contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective Contractor non-responsible on the basis of its failure to provide the requested information to the City.
 3. **The City's Duty Concerning Responsibility.** Before awarding a Contract, the City must be satisfied that the prospective Contractor is responsible. The City may use the information provided by prospective Contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective Contractor and prospective Contractor's employees.
 4. **Written Determination of Non-responsibility Requirements.** If a Bidder who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible Bidder. The Bidder shall have an opportunity to appeal the City's determination on non-responsibility.

BID REJECTION

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the Bidders, the City may reject any or all bids.

UNBALANCED BID

Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.

BIDDER PROTEST

All bid protests shall follow the procedures set forth below:

- 1) Grounds for Protest. Authority to protest shall be limited to Bidders. A written protest may be filed based on the following grounds:
 - a) Failure of the City to apply correctly the standards of review, evaluation, or scoring of a bid or proposal as specified in the solicitation documents.
 - b) Such other grounds as would create a cause of action at law or in equity.
- 2) Bidder protests must be submitted in writing within five (5) business days after the bid opening. Such protests may be filed immediately after the bid opening. Protests will be accepted in person or via mail, either delivery shall be to City of Carmel-by-the-Sea, Office of the City Clerk, P.O. Box CC, Carmel-by-the-Sea, CA 93921. Once the bid protest package has been received, follow-up communications in reference to the bid protest may be made to the City Clerk's Office by telephone, fax, or email.
- 3) The written formal protest must contain the following:
 - a) Identification of the specific Contract provision, City Purchasing Code and/or other statutory or regulatory provision(s) that the City is alleged to have violated;
 - b) Description of each act alleged to have violated the statutory or regulatory provision(s) identified above;
 - c) A precise statement of the relevant facts that includes dates, timelines, involved parties, and all supporting documents. Supporting documentation not submitted within the five (5) business days described in this subsection (b) will not be reviewed;
 - d) An identification of the issue(s) that need to be resolved that support the protest;
 - e) A statement of the form of relief requested.
- 4) If a timely protest is filed, City Clerk's Office shall notify the involved department(s).
- 5) The applicable City department(s) will conduct an investigation, gather information, prepare documentation of its findings and make every effort to resolve the protest to the mutual satisfaction of all stakeholders. Whether or not the protest cannot be mutually resolved, the department(s) or City Clerk's Office will notify the protest Bidder(s), in writing. The notice to the protester shall state the basis of Bidder's protest(s), the results of the investigation, findings, recommendation(s) and reasons for the action taken and delivered to the protesting Bidder(s).
- 6) Bid Protestors may appeal, in writing, to the City Administrator within five (5) business days of receipt of the written notification. The City Administrator shall have five (5) business days to make a decision which shall be final.
- 7) Alternatively, Bid Protestors may attend the next City Council meeting to make a public comment. While the City Council may accept the public comments, no action will be taken by the City Council at said meeting.

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Specifications or should Bidder discover items containing discrepancies or omissions, the Project Manager shall be immediately notified. All requests for interpretations must be submitted at least ninety-six (96) hours before bid opening by email to Robert Estrella, Project Manager at restrella@ci,carmel.ca.us.

If found necessary, interpretation or correction will be made by written Addendum, a copy of which will be posted on the City website at <http://ci.carmel.ca.us>. Such Addenda are to be considered as part of the Contract documents, and the Bidder shall acknowledge this condition by listing each Addendum by number in his bid. The Project Manager shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than seventy-two (72) hours before bid opening without an accompanying bid time extension. The Project Manager reserves the right to make decisions on extending the bid period.

DEFINITIONS

For the purposes of this document, the following definitions shall apply:

ADA: Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013

BMP: Best Management Practice

BIDDER: Party submitting a bid for consideration by the Carmel-by-the-Sea.

CBC: California Building Codes, latest edition.

CITY: The term City refers to and indicates the City of Carmel-by-the-Sea, Monterey County, State of California.

CONTRACTOR: The term Contractor refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this Contract and specifications.

COUNCIL OR CITY COUNCIL: The City Council of the Carmel-by-the-Sea.

ENGINEER OR CITY ENGINEER The term Engineer or City Engineer refers to and indicates the Public Works Director of the City of Carmel-by-the-Sea or his duly authorized representative.

DESIGN: The person(s) or firm responsible for the technical accuracy and completeness of the design of the project.

GENERAL PROVISIONS: Part III of these Specifications.

IBC: International Building Codes, latest edition.

PLANS: The project plans referred to herein.

SPECIAL PROVISIONS: Part IV of these Specifications.

SPECIFICATIONS: This document, in its entirety.

STANDARD
SPECIFICATIONS:

Specifications entitled "State of California, Department of Transportation, Standard Specifications" of latest publication.

STANDARD
PLANS:

Plans entitled "State of California, Department of Transportation, Standard Plans" of latest publication.

PART II:



CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS
FOR

**SUNSET CENTER BOILER REPLACEMENT
2020-041-005 Re-Bid**

BID PROPOSAL

To the Honorable City Council
City of Carmel-by-the-Sea
City Clerk
Eastside of Monte Verde
Between Ocean and Seventh Avenues
Carmel-by-the-Sea, CA 93921

The undersigned declares to have carefully examined the location of the proposed work, that the Scope of Work and Specifications, as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Scope of Work and Specifications for the lump sum prices set forth in the following schedule.

BID APPROVAL:

PRINCIPAL/ OWNER

COMPANY

DATE: _____

**SUNSET CENTER BOILER REPLACEMENT
2020-041-005 Re-Bid**

BIDDER

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		\$
2	Boiler Replacement	1	LS		\$
GRAND TOTAL:					\$
GRAND TOTAL: (In Words)			(In Figures) \$		

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.

BASIS OF AWARD

Award of Contract, if any be made, shall be made to the Contractor with the lowest responsive, responsible bid based on the Base Bid Items 1 and 2.

BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

1. Mobilization and Demobilization

Measurement and payment for this item shall be on a lump sum (LS) basis. The lump sum cost shall pay for all the costs of mobilization and demobilization for items awarded. The work shall include, but not be limited to, preparatory and cleanup work necessary for performance of the work in accordance with the Standard Specifications, Plans and Specifications, and as directed by the Public Works Department. This item also includes the movement of construction personnel, equipment, supplies and incidentals to and from the project site, and all other work and operations, which must be incurred prior to the beginning of and after the end of construction work. This item shall also include obtaining bonds, insurance policies, licenses, and permits required by the Contract documents, project meetings, coordination and all related administrative costs for this Project. Partial payment of this bid item shall be based on percent of this item completed and shall be contingent upon the Contractor's furnishing and the City's acceptance of: 1) the schedule of values, 2) the construction schedule, 3) Traffic Control Plans, The Contractor may use up to two (2) parking spaces adjacent to jobsite at no cost. 4) Quality Control Plan, 5) all submittals and shop drawings, 6) electrician certifications, 7) subcontractor's Certificate of Good Faith Effort to hire local, 8) fringe benefit summary statement, 9) Providing traffic control devices in accordance with approved Traffic Control Plan and 10) Conforming the "Environmental/Pollution Prevention Requirements" per Part IV, Starting on page 16. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

2. Boiler Replacement

Measurement and payment for this item shall be on a lump sum (LS) basis. This work includes but is not limited to: removal of two atmospheric boilers, two circulation pumps, flues in boiler room, wall-mounted compression tank, gas line, and water lines. Install a single new high-efficiency condensing boiler complete. Total capacity to match current boiler plant capacity. Install a base-mounted heating hot water pump. Install new primary/secondary decoupler. Connect heating hot water piping to existing mains. Reconnect pot feeder, make-up water and gas. Extend new PVC flue up through roof of existing building. Coordinate with controls subcontractor for reconnection of controls to new boiler. Reconnect power to new heating hot water pump. Extend power to new boiler and primary circulator. Include all ancillary products and support necessary for a fully functional boiler system. The boilers contain lead based paint. Appendix C includes a hazardous materials testing and results report and chain of custody records for the lead paint.

Note: The boiler, pump, expansion tank, pipe material, and any accessories necessary to have a fully operational system shall be on-site or readily available prior to the start of demolition to minimize downtime.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and no additional compensation will be allowed therefore.

These items include, but are not limited to, installation of a temporary boiler for heating and hot water, clean up, acquiring and complying with permits, estimating costs for potential Work Orders, staging areas, temporary site utilities, temporary sanitation facilities, attendance at meetings, coordinating with site users, bonds, insurance and similar items.

LUMP SUM PRICE BREAKDOWN (SCHEDULE OF VALUES)

Within three (3) business days of the Bid Opening, the Contractor shall submit a cost breakdown list to the Project Manager for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

BID CLARIFICATION

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items, in any order, in addition to the original Contract after the lowest responsive, responsible Bidder has been determined, should the City obtain additional funding for additive alternatives not awarded with the original Contract. All Bid items for the base bid and all additives must be filled out. Incomplete Bid Schedules will render the bid proposal as non-responsive.

If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Do **not** enter "N/A" or leave any bid item blank in the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Carmel-by-the-Sea does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary.

All costs associated with providing bonds, insurance, and ancillary items required by this Contract shall be included in the unit prices for work items.

Bidders may withdraw or revise their bid personally, or upon a written request, or at any time prior to the hour set for the opening of bids, but not thereafter. The City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for the time period specified in Bid Validity of Part I.

The Non-Collusion Declaration included in this document shall be executed and submitted with each bid.

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a California license in accordance with a State Act providing for the registration of Contractors. License No. _____, Class: _____, Expiration date: _____

THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 201__.

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature

Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

<u>ADDENDA</u>	<u>DATE RECEIVED</u>	<u>INITIAL</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

EXAMPLE PROJECTS

Bidder shall list at least three (3) jobs of a similar nature completed by Bidder's organization within the past three (3) years. (Please include Reference Contact Information on the following page.)

Date Completed	Dollar Amount	Organization	Job Type	Project Location

REFERENCES

List at least three (3) organizations of similar size, billing numbers and frequency where the same/similar services, as stated herein, have been provided. (Note: lack of three comparable agencies will not disqualify proposer.)

ORGANIZATION Project Title: _____

Contact Person Title

Address P.O. Box City State Zip

Phone Number Email

ORGANIZATION Project Title: _____

Contact Person Title

Address P.O. Box City State Zip

Phone Number Email

ORGANIZATION Project Title: _____

Contact Person Title

Address P.O. Box City State Zip

Phone Number Email

REFERENCE CHECKS

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor’s performance on previous assignments.

SUBCONTRACTOR'S LIST

The Bidder shall list below the name, the location of business, and the California Contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Business	Trade or Portion of Work

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 201__ in _____ [City], _____ County, California.

Signature

Printed Name and Title

Company

DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 2018 in _____ [City], _____ County, California.

Signature

Printed Name and Title

Company

BID BOND

(To be Submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Carmel-by-the-Sea** (“the Oblige”) for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Oblige for the Work commonly described as: [INSERT PROJECT NAME AND CODE]

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Oblige in the penal sum equal to ten percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Oblige, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Oblige the difference between the amount specified in said Bid Proposal and the amount for which the Oblige may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Oblige in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Oblige, the Surety and Principal shall be jointly and severally liable for payment to the Oblige all costs, expenses and fees incurred by the Oblige in connection therewith, including without limitation, attorney’s fees.

[CONTINUED NEXT PAGE]

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agents or representatives.

(Bidder/Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

(Email address)

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

(Contractor Name)

By: _____
(Signature)

(Company)

PART III: GENERAL PROVISIONS

BIDDING

JOB SITE AND DOCUMENT EXAMINATION

The Bidder is required to thoroughly examine the job site, Specifications including Contract Form the Bidder is required to thoroughly examine the job site, Specifications including Contract Form (See Appendix B) for the work contemplated, and it will be assumed that the Bidder has investigated and is satisfied as to the requirements of the Specifications, including the Contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the Bidder has made such examination.

BID DOCUMENT COMPLETION

Proposals to receive consideration shall be made in accordance with the following instructions:

1. The proposal shall be made upon the form provided therefore with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, erasures, or omissions. All submitted documents must be in original form (no photocopies or faxes).
2. Each bid shall be accompanied by cash, a cashier's check, a certified check, or a Bidder's bond executed by the Bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable amounting to ten percent (10%) of the bid, payable to the City of Carmel-by-the-Sea. The amount so posted shall be forfeited to the City if the Bidder does not, within fifteen (15) calendar days after written notice that the Contract has been awarded to said Bidder, enter into a Contract with the municipality for the work.

The City shall have the right to hold all bid bonds until award of the Contract. However, the Director of Contracts and Budgets may order the return of all bid bonds except that of the two (2) lowest Bidders prior to the award.

CONTRACT AWARD AND EXECUTION

CONTRACT AWARD

The Contract shall be awarded, if an award is made, to the lowest responsive, responsible Bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

CONTRACT EXECUTION

A Contract shall not be deemed to have been made between the Contractor and the City until all of the following steps have been completed:

1. Award of the Contract by the City Council,
2. Within fifteen (15) calendar days after written notice that a Contract has been awarded to the Contractor (Notice of Award), the Contractor shall submit two (2) signed original Contracts, required bonds or alternative security, evidence of insurance that conforms to the Contract, and City of Carmel-by-the-Sea Business License or evidence of application for said license.
3. Upon approval of the foregoing documents, the City will execute the Contract and return an original to the Contractor.
4. The City will then issue a Notice to Proceed authorizing Contractor to begin work upon approval of Contract, evidence of insurance and City Business License.

SCOPE OF WORK

INTENT

The work to be done consists of furnishing all labor, materials, methods, processes, tools, equipment, incidentals and machinery, which are necessary and required to complete the Contract in a satisfactory and worker-like manner.

The intent of the Specifications is to prescribe the details for the completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the 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 the best quality are to be used.

CHANGES AND EXTRA WORK

The Project Manager reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Project Manager to be necessary or advisable, and to require such extra work as may be determined by the Project Manager to be necessary for the proper completion or construction of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work". Approved Change Orders shall describe the changes or extra work, Contract time adjustments and payment basis for such work as applicable. Change Orders are valid Contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

The City may require the Contractor to work outside approved construction hours noted in Part IV, Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per general Prevailing Wage Rate provisions.

CLEANUP

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the work, the Contractor shall clean the areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.

CONTROL OF WORK

CONTRACT COMPONENTS

These specifications, the plans and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.

Shop drawings required by the Plans, Specifications or the Project Manager shall be furnished by the Contractor and approved by the Project Manager before any work relating to the shop drawings is performed unless approval is waived in writing by the Project Manager.

It is mutually agreed that shop drawing approval by the Project Manager does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Project Manager does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans and specifications shall be in writing. No changes shall be made on any plan, specification or drawing after the same has been approved by the Director of Public Works.

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

AUTHORITY

The Project Manager shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the specifications; all inquiries as to the acceptable fulfillment of the Contract on the part of the Contractor; and all inquiries as to claims and compensation. The Project Manager response shall be final and the Project Manager shall have executive authority to enforce and make effective such responses.

In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the Director of Public Works, or his designee, whose decision thereon shall be final.

ASSIGNMENT

The Contract may be assigned only upon the written consent of the City Council.

SUBCONTRACTING

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the Contract and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Project Manager, the subcontractor shall be removed immediately on the request of the Project Manager and, shall not again be employed on the work.

REPRESENTATIVE

The Contractor shall assign a representative and submit contact information (name, telephone number) to the City of Carmel-by-the-Sea Department of Public Works. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Project Manager not in conflict with the Contract, and which may be delivered to the Contractor, Contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Project Manager instructions are in conflict with the Contract, the Contractor shall immediately bring it to the attention of the Project Manager in writing.

PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefore.

POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications. Also refer to Resolution of Construction Claims in the Special Provisions.

CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective in its construction or deficient in any of the requirements of the plans and specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the Project Manager and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Project Manager, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Project Manager made under the provisions of this article, the Project Manager shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury 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 Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

EMPLOYEES

All workmanship shall be fully up to the highest standard and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Director of Public Works that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

CONTROL OF MATERIALS

GENERAL

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the Plans, Specifications or the Project Manager. No material shall be used until it has been approved by the Project Manager.

All tests of materials ordered by the Project Manager and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in the specifications.

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Project Manager. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Project Manager made

under the provisions of this article, the Project Manager shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the Plans or in the Specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the Contractor's expense, all information necessary as required by the Project Manager. The Project Manager shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

MATERIAL SOURCE

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

QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by CalTrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

GUARANTEE

All materials supplied and all work done under this Contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City of Carmel-by-the-Sea. Upon receipt of notice from the Project Manager of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made.

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

LAWS

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of Carmel-by-the-Sea, which shall be considered for the purpose of Contract to which the specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the Contract price. All permits issued by the City for work done under this Contract shall be issued at no charge.

All Bidders and Contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all Contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

NONDISCRIMINATION

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the Contract.

LABOR CODE

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any Contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the Contractor to substitute a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or Bidder enter any Contract or subcontract, without proof of the Contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime Contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime Contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.

WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, on all public works construction Contracts exceeding one thousand dollars (\$1,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a Contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime Contractor of the project is not liable for the penalties described above unless the prime Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:

1. The Contract executed between the Contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
2. The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.
4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of

per diem wages and if the City did not retain sufficient money under the Contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available from the California Department of Industrial Relations' Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the Contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the Contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract. The Contractor shall make travel and subsistence payments to each worker, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

CERTIFIED PAYROLL RECORDS

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the Contract.

APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the Contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works Contracts as may be permitted under local apprenticeship standards.

WORKING HOURS

Eight hours (8) labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the Contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

Contractor to notify the Sunset Center Facilities Manager a minimum of 48 hours when heat & hot water will be off line. Under no circumstance shall the Contractor interrupt service for events planned or in progress.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the Contract, Contractor shall possess a valid permit at the time of bidding and for the life of the Contract. Contractor shall furnish copies of valid permits to the City Public Works Department. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Project Manager at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Project Manager if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the Project Manager office.

Contractor is to notify the Project Manager of the start date and construction schedule at least seven (7) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The Project Manager shall determine the adequacy of said devices and, in cases of dispute, his determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

RIGHT OF PROPERTY

Nothing in the Contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City.

PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such

materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

INCREASED FORCE

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Project Manager.

LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

PROSECUTION AND PROGRESS

GENERAL

If at any time in the opinion of the Project Manager, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the Contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the Project Manager, within the time specified in such notice, the Project Manager in any such case shall have the power to suspend the operation of the Contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Project Manager or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said Contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper completion of the work; or may employ other parties to carry the Contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the Contract and re-let the work or any part thereof.

Any excess of cost arising therefrom over and above the Contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this Contract shall be forfeited to the City, but such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the Contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the Contract price, arising from the suspension of the operations of the Contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the Contract as to warrant the suspension or annulment thereof, the decision of the Director of Public Works shall be binding on all parties to the Contract.

SUSPENSIONS AND DELAYS

The Project Manager shall have the authority to suspend the work wholly or in part, for such period as the Project Manager may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the Project Manager may deem necessary due to the failure on the part of the Contractor to carry out Project Manager's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Project Manager and, shall not resume work until ordered in writing by the Project Manager.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

RIGHTS OF WAY

Rights-of-way or easements for work will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of rights-of-way or easements. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work, then the Contractor shall have time for the completion of his Contract for the period or periods caused by such delay or delays but shall have no claims for damages against the local entity, its officers, agents or employees.

PAYMENT

GENERAL

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the Contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not be deemed complete unless all related documentation has been supplied and verified, and all related Contract requirements have been satisfactorily met.

PROGRESS PAYMENTS

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Project Manager shall cause to be paid to the Contractor the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be withheld or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Project Manager, the work is not proceeding in accordance with the provisions of the Contract, or when in the judgment of the Project Manager, the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

Except as set forth in the following paragraph, the Project Manager shall retain five percent (5%) of the value of all work so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the Contract by the Contractor.

The Contractor may elect to receive 100% of payments due under the Contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Director of Contracts and Budgets, whose decision on valuation of the securities shall be final.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

PAYMENT AFTER CONTRACT ACCEPTANCE

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Project Manager shall promptly make such inspection, and when the work is found to be acceptable under the Contract and the Contract fully performed, the Project Manager shall file a Notice of Completion.

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the Contract, shall be paid promptly by the City after expiration of the lien period (see California Civil Code § 3179 et seq.), providing there are no disputes arising from the performance of the Contract or the amount due.

**SUNSET CENTER BOILER REPLACEMENT
2020-041-005 Re-Bid**

PART IV: SPECIAL PROVISIONS

GENERAL

This work includes but is not limited to: removal of two atmospheric boilers, two circulation pumps, flues in boiler room, wall-mounted compression tank, gas line, and water lines. Install a single new high-efficiency condensing boiler complete. Total capacity to match current boiler plant capacity. Install a base-mounted heating hot water pump. Install new primary/secondary decoupler. Connect heating hot water piping to existing mains. Reconnect pot feeder, make-up water and gas. Extend new PVC flue up through roof of existing building. Coordinate with controls subcontractor for reconnection of controls to new boiler. Reconnect power to new heating hot water pump. Extend power to new boiler and primary circulator Include all ancillary products and support necessary for a fully functional boiler system. The boilers contain lead based paint. Appendix B includes a hazardous materials testing and results report and chain of custody records including for lead paint.

PLANS AND SPECIFICATIONS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the **Standard Specifications, Standard Plans**, and these **Special Provisions** and the **Plans**, the order of precedence shall be as follows:

Special Provisions shall take precedence over **Plans** and the **Plans** shall take precedence over **Standard Specifications** and **Standard Plans**. These **Special Provisions** shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

CONTRACT BONDS

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the Contract, shall execute and file with the City a Performance Bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the Contract conditional upon the faithful performance of the Contract. For additional information, see Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing any Contract in excess of twenty-five thousand dollars (\$25,000), shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred percent (100%) of the amount of the Contract in accordance with Public Contract Code §9550 et seq.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a Contract has been awarded to the Contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the Contract with his signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the Contract within fifteen (15) calendar days after

written notice that a Contract has been awarded to him.

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total Contract amount, including adjustments, or the original performance bond, whichever is greater.

TIME LIMITS

The Contractor shall submit the Contract with his signature affixed thereto, required bonds or alternative security and evidence of insurance that conforms to the Contract within fifteen (15) calendar days after written notice that a Contract has been awarded to him.

A Notice to Proceed for this Contract will be issued upon receipt of the foregoing documents. The Contractor shall be ready to commence work within fourteen (14) calendar days after the effective date of said Notice to Proceed.

The terms of this Contract shall remain in effect for One Hundred Fifteen Days (115) from the effective date of the Notice to Proceed.

The boiler, pump, expansion tank, pipe material, and any accessories necessary to have a fully operational system shall be on-site or readily available prior to the start of demolition to minimize downtime.

LICENSES AND PERMITS

Prior to the execution of any Contractual agreements, the successful Bidder shall obtain a City of Carmel-by-the-Sea Business License. In addition, the Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from City of Carmel Community Planning and Building Department. Contractor shall provide a copy of the completed permit(s) to the Public Works Department no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived.

SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

SUBMITTALS

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

Submittal Format:

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the

City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.

2. All submittals shall have a cover sheet containing the following:
 - a. Submittal date, submittal number and submittal revision number (as applicable),
 - b. City project name,
3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for which the submittal item pertains to.
4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.
5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

Submittal Content and Product Data:

1. Contractor shall review and accept submittals prior to submission.
2. Submittals shall contain all required information such as shop drawings, product data, etc.
3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.
4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.
5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible.

CONSTRUCTION QUALITY CONTROL

Definitions

Quality Management (QM) - All control and assurance activities instituted to achieve the product quality established by the Contract requirements.

Contractor Quality Control (CQC) - The construction Contractor's system to manage, control, and document Contractor's, suppliers', and subcontractor's activities to comply with Contract requirements.

Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with Contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Quality Control Plan

Quality Control Plans and Procedures.

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.
2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.
4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the city by a Caltrans-certified lab.
6. Reporting procedures including proposed reporting formats.

QC Plan Implementation

1. **Preconstruction Conference.** During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, and administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the Contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.
2. **General.** After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
3. **Control of Materials, Tests, and Inspections.** As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.

- a. Tests and Inspections:
Welding
High Strength Fasteners and Bolts
Epoxy
Fire Proofing
- b. Materials and Materials Certification:
- c. Daily Reports

The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.

The Contractor will not be paid for work prior to Engineer reviewing and accepting daily reports for the period of time payment is requested.

- 4. **Acceptance of Plan.** Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.
- 5. **Notification of Changes.** After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.
- 6. **Testing and Certification.** The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

GUARANTEE

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warranties.

REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

- 1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
- 2. California Building Code, latest edition as adopted by the City of Carmel-by-the-Sea
- 3. California Electrical Code, latest edition as adopted by the City of Carmel-by-the-Sea
- 4. California Mechanical Code, latest edition as adopted by the City of Carmel-by-the-Sea
- 5. California Plumbing Code, latest edition as adopted by the City of Carmel-by-the-Sea
- 6. California Green Building Standards Code, latest edition as adopted by the City Carmel-by-the-Sea
- 7. California Historic Building Code, latest edition as adopted by the City of Carmel-by-the-Sea

8. California Occupational Safety and Health Administrative Code, latest edition
9. California Government Code Section 4216, Protection of Underground Infrastructure
10. National Fire Protection Association NFPA 1 Fire Code, latest edition
11. National Fire Protection Association NFPA 13, 13R, 13D Fire Sprinklers Code, latest edition
12. National Fire Protection Association NFPA 72 Fire Alarm Systems Code, latest edition
13. The California Labor Code,
14. Federal Water Pollution Control Act (Clean Water Act), and,
15. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).

PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the work area or injury to the public. No separate payment shall be made for such work. If in the opinion of the Project Manager, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefore. Attention is directed to Sections 7-I.03 "Public Convenience" and 7-I.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Carmel-by-the-Sea, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's Contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Carmel-by-the-Sea.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, Contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, Contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

INSURANCE

Contractor shall procure and maintain, at its own cost, in effect throughout the term of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Commercial General Liability** (“CGL”) Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** ISO Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Surety Bonds** as described in Part IV.

If the Contractor maintains **broader coverage and/or** higher limits than the minimums shown above, the City requires and shall be entitled to **the broader coverage and/or** higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City of Carmel-by-the-Sea. At the option of the City, either the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

If the project does not involve new or major reconstruction, at the option of the City of Carmel-by-the-Sea, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Carmel-by-the-Sea. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Carmel-by-the-Sea for all work performed by the Contractor, its employees, agents and subcontractors.

Subcontractors

Contractor shall either (1) insure the activities of its subcontractors in its policies; or (2) require and verify that each of its subcontractors procure and maintain insurance meeting all the requirements stated herein, with Contractor ensuring that City of Carmel-by-the-Sea is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Verification of Coverage

Contractor shall furnish the City with certificates of insurance and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Neither the insurance requirements hereunder, nor acceptance or approval of Contractor's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Contractor's obligations under the indemnification clause in the Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Contractor is financially liable for its indemnification obligations under the Agreement.

RESOLUTION OF CONSTRUCTION CLAIMS – ALL CONTRACTOR CLAIMS

Applies to ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (Public Contract Code §9204)

1. The following provisions applies to Contracts entered into on or after January 1, 2017.
2. In accordance with Section 9204 of the California Public Contract Code, this Section applies to any claim by a Contractor in connection with a public works project for:
 - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a Contract for a public works project.
 - b. Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - c. Payment of an amount that is disputed by the City.
3. Upon receipt of a claim pursuant to this section:
 - a. The City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and a Contractor may, by mutual agreement, extend the time period provided in this subdivision.
 - b. The claim shall be in writing, include reasonable documentation to substantiate the claim as specified in subsection d below, and be accompanied by the following certification:

“CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:
I, _____, BEING THE _____
(MUST BE AN OFFICER) OF _____ (GENERAL Contractor), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER LEGAL CONSEQUENCES.”
 - c. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
 - d. The claim must include actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, re-sequencing or acceleration. Contractor shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.

- e. If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
 - f. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph 5 of this section shall apply.
4. Following City's written response:
- a. If the claimant disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - b. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
 - c. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
 - d. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - e. This section does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
5. Failure by the City to respond to a claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
6. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

7. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a City because privity of Contract does not exist, the Contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the City and, if the original Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

8. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

RESOLUTION OF CONSTRUCTION CLAIMS – CLAIMS UNDER \$375,000

Applies to claims under \$375,000 for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (California Public Contract Code §20104 et seq.)

1. In addition to the provisions of California Public Contract Code §9204 set forth above which applies to all construction claims for: a) a time extension; b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this Contract which is not otherwise expressly provided for or the Contractor is not otherwise entitled; and c) payment of an amount that is disputed by the City, the following provisions shall also apply to said construction claims of three hundred seventy-five thousand dollars (\$375,000) or less.

2. If, following the meet and confer conference set forth in Section Q.4.a. above, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

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

- a. Responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

- c. In addition to Chapter 2.5 (commencing with Section 1141.10 of Title 3 of Part 3 of the Code of Civil Procedure (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- d. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.
- e. In any suit filed under Section 20104.4 of the California Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a conference shall be held at the City of Carmel-by-the-Sea's Department of Public Works. The date and time of this conference shall be established by the Contractor contacting that office at 831-620-2072 not less than forty-eight (48) hours in advance of the meeting date and time.

An itemized list of materials and equipment the Contractor proposes to use shall be submitted to the City prior to or during the conference for that project.

A preliminary project schedule shall also be submitted to the City prior to or during the preconstruction conference.

LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, it is agreed by the parties to the Contract that in case all the work called for under the Contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Carmel-by-the-Sea and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Carmel-by-the-Sea the sum of \$750.00 for each and every calendar day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Carmel-by-the-Sea may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

It is further agreed that, in case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the Contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the Contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Project Manager in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive.

CONSTRUCTION PROCEDURE

An outline of the proposed construction procedure shall be submitted by the Contractor to the Project Manager for review and shall obtain his approval before beginning work. The Project Manager will be especially interested in:

1. Minimizing any interruption to use of driveways (no more than 4-hour interruption). Any interruption more than 4 hours shall be prearranged with the Project Manager. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.
3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Project Manager a minimum of one week in advance of any interruptions to building operations and parking lots.
4. Minimizing any hazard to the general public.
5. Proper handling of hazardous materials.
6. All work will occur between 8 am and 5 pm unless otherwise approved in writing.
7. There shall be no work on weekends, City's recognized holidays, and between 5:00 P.M. and 8:00 A.M. on weekdays without written approval from the City. A list of City's recognized holidays is available upon request.
8. Contractor shall notify the Project Manager a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Project Manager prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Project Manager prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.
9. Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Project Manager.

TRAFFIC CONTROL

A. Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

B. Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

C. A Traffic Control Plan (TCP) shall be submitted to the Project Manager for approval prior to commencement of work and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Department of Public Works at 831-620-2070 a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

D. A Traffic Control Plan is required for all work performed within the public right-of-way. The objective of the plan is to permit a Contractor, or utility, to work within the public right-of-way safely, efficiently, and effectively while maintaining a safe, uniform flow of vehicle traffic. Additionally, a TCP ensures safe provisions for bicyclists and pedestrians to bypass the construction work zone.

E. Every TCP submitted for City review and approval must conform to the following guidelines:

1. TCP shall reflect actual job site conditions.
2. TCPs shall be prepared to scale on 24" x 36" or 11" x 17" sheets.
3. Use legible lettering.
4. Provide a legend for symbols used.
5. Provide a north arrow.
6. Provide a USA/Dig Alert warning stamp.
7. Lay out streets in proper orientation and label streets.
8. Indicate posted speed limits.
9. Show existing crosswalks, bike lanes, striping, ADA ramps, berms, or drainage facilities.
10. Show existing regulatory signs in the vicinity of the Work Zone.
11. Identify the type of construction (i.e. install gas line, pave new driveway).
12. Indicate location and dimensions of the proposed construction Work Zone.
13. Show any equipment/materials staging area, if applicable.
14. Note the Contractor's business name, address, phone number, and license number.
15. Note the name and phone number of a 24-hour contact(s) associated with the Contractor.
16. Indicate the start date and estimated construction completion date.
17. Label proposed temporary construction signs, barricades, and delineators.
18. Label proposed taper lengths, width, and delineator spacing.
19. Label signs/barricades to navigate bicyclists and pedestrians around the Work Zone.
20. Label any proposed temporary parking restrictions.
21. Copy the following General Notes onto the TCP.

F. Traffic Control Plans submitted for City review must include the following General Notes:

1. All traffic control devices shall conform to the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD).
2. Work hours are 8:00 am – 5:00 pm Monday-Friday, and 8:00 am to 5:00 pm on Saturdays.
3. Any night work will require prior written approval from the Project Manager.
4. The Contractor shall maintain traffic control devices 24 hours per day, 7 days per week.
5. Traffic control devices shall be removed from view when not in use.
6. Travel lanes through construction sites shall be at least 12 feet wide.
7. Temporary "No Parking" signs must be posted at least 48 hours prior to work.

8. Trenches must be backfilled or plated during non-working hours.
9. A flashing arrow board is required on arterial lane closures.

G. The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

H. Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Director of Public Works shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Director of Public Works, the City may furnish and install same and charge the Contractor therefor.

I. The Contractor shall, at his own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Project Manager for the proper execution of the work.

J. The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the work area called for in the specifications, and as required by the Project Manager.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas, and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Project Manager for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

UNDERGROUND UTILITIES

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the work area. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

UTILITY COMPANY COORDINATION

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

CONTRACT PLANS AND SPECIFICATIONS

The Contractor will be supplied with three sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the Contract plans and specifications, all of which form a part of the Contract documents and are available in the Public Works Department, Carmel-by-the-Sea, California.

DUST CONTROL

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.

CONNECTION TO EXISTING UTILITIES

The City shall permit the Contractor to use available existing utilities at the City's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

SANITARY FACILITIES

Existing City-owned sanitary facilities may be used by the contractor.

INSPECTION OF WORK

It is the responsibility of the Contractor to call for all required inspections within the required time lines. The City reserves the right to perform random inspections at any time.

The Project Manager shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the work provided and contemplated by the Contract shall have been satisfactorily completed and the final cleanup performed, the Project Manager will make the final inspection.

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the Contract. Additionally, Carmel-by-the-Sea Municipal Code Section 17.42.020 Urban Runoff Water Quality and Discharge Management, C. Discharge Prohibitions states,

"No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water..."

Contractor shall comply with all water quality regulations in Carmel-by-the-Sea Municipal Code Chapter 17.43 Water Quality Protection Ordinance, and State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges.

EROSION AND SEDIMENT CONTROL PLAN

Project under 1 acre of disturbance

For any project involving ground disturbance, the Contractor shall submit a site-specific Erosion and Sediment Control Plan (ESCP) or Storm Water Pollution Prevention Plan (SWPPP) for City review and approval prior to start of work. The ESCP shall include at a minimum:

- Site topography,
- Nearby watercourses within 200 feet of the project area,
- Location of existing utilities,
- Proposed grading contours,
- Total area of disturbance,
- Locations and installation details of site-specific construction site Best Management Practices (BMPs), including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, stockpile and equipment staging areas, materials storage, and waste management.

Detailed design and implementation guidance for construction BMPs can be found through the California Storm Water Quality Association's Construction BMP Handbook Portal, Caltrans Storm Water Quality Manuals and Handbooks, and the Construction BMP Handbook of the Monterey Regional Stormwater Management Program available at <http://montereysea.org/best-management-practices/>.

BEST MANAGEMENT PRACTICES DURING CONSTRUCTION

Erosion and sediment control BMPs shall be in place and implemented, as appropriate, prior to commencing grading or vegetation removal. The Contractor shall implement and maintain BMPs throughout the life of the project to prevent discharges of pollutants, including trash, to the street, storm drain system, and local waterways.

Activities to be performed by Contractor include, but are not limited to:

- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
 - Inlet protections and perimeter controls;
 - Vehicle entry and exit locations;
 - Vehicle parking and storage areas;
 - Disturbed areas of the construction site;
 - Runoff discharge locations;
 - Areas that have not received final stabilization;
 - Areas used for storage of materials that are exposed to wind or rain;
 - Equipment and staging areas that are exposed to wind or rain; and,
 - All waste storage areas.

Where sites have been stabilized, such inspection shall be conducted at least once every month while the project is on-going.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:

- Erosion, or
- Sediments being tracked offsite and into waterways or the storm drainage system, or
- Other pollutants entering waterways or the storm drainage system.

Deficiencies observed during inspections shall be noted and rectified before the end of the workday. Construction site storm water management and control measures shall be implemented year-round regardless of season. All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

Best Management Practices for Paved Area and Surface Cleaning

- Sidewalks, gutters, plazas, alleyways, driveways, steps, and other outside areas should be cleaned by sweeping preferably. If water is used to clean or rinse (whether by hosing with water only, pressure washing, steam cleaning, or other similar method), only water from the City's non-potable water cistern shall be used and all the wastewater must be collected and disposed of in the sanitary sewer. The wastewater may not runoff into the street or be discharged into the storm drain system.
- Cleaning solvents may not be used outside to clean ground surfaces, such as sidewalks, walkways, plazas, patios, driveways, loading docks, delivery areas, or dumpster areas, unless all the solvent is cleaned up and properly disposed of.
- Wastewater from cleaning windows, walls, and building exteriors may not be discharged to a street or the storm drain system. All the wastewater must be collected and disposed of in the sanitary sewer.
- If water is used to remove paint or graffiti from building exteriors, walls, steps, signs, and other surfaces, the wastewater and paint particles may not be discharged to the street or storm drain system. This wastewater may be discharged to the sanitary sewer if the paint does not contain lead and the large paint particles are filtered out prior to discharge.

POLLUTION PREVENTION EXPECTED OUTCOMES

Storm water management and control practices shall result in the following outcomes on all project sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, trash, chemicals, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, Contractor must call 911 immediately and notify City Public Works staff;
- Site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;
- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering runoff, chemicals, vegetation clippings or other similar waste shall occur on or into public rights of way, the City's storm water system, or local waterways. Any such discharge shall be cleaned-up promptly;
- No runoff from disturbed or graded areas, or material stockpiles, shall contain sediments and/or pollutants. Run-on shall be diverted away from graded and disturbed construction areas; and,

- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

The City's Environmental Compliance Manager or his/her representative may perform periodic site monitoring visits to ensure the Contractor complies with the requirements specified herein. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

TREE PROTECTION REQUIREMENTS

According to the Carmel-by-the-Sea Municipal Code Section 12.28.340, for the purpose of safeguarding trees during construction, demolition or tree removal, the following conditions shall apply to all trees other than trees for which a removal permit has been issued:

- A. Prior to the commencement of construction, demolition or tree removal, all trees on the building site shall be inventoried by the owner or Contractor as to size, species and location on the lot, and the inventory shall be submitted on a topographical map to the Building Official. This condition may be waived by the Building Official for tree removal and minor demolition.
- B. Damage to any tree during construction, demolition or tree removal shall be immediately reported by the Contractor to the City Forester, and the Contractor shall treat the tree for damage in the manner specified by the City Forester.
- C. Oil, gasoline, chemicals and other construction materials shall not be stored within the drip line of any tree.
- D. Drains shall be installed according to City specifications so as to avoid harm to trees due to excess watering.
- E. Wires, signs and other similar items shall not be attached to trees.
- F. Cutting and filling around the base of trees shall be done only after consultation with the City Forester, and then only to the extent authorized by the City Forester.
- G. No paint thinner, paint, plaster or other liquid or solid excess or waste construction materials or wastewater shall be dumped on the ground or into any grate between the dripline and the base of the tree, or uphill from any tree where such substance might reach the roots through a leaching process.
- H. The Contractor shall be required to erect protective barricades around all trees adjacent to the work site. These barricades must be in place prior to the start of any construction or demolition activities. Barricades shall be upright two-inch by four-inch planks standing a minimum of eight feet vertically, conforming to the tree, tied with wire or rope forming a maximum of one space between the planks. If the tree's configuration or site conditions do not lend themselves to the installation of this type barricade, the City Forester will designate alternate tree protection methods. Under certain conditions where soil compaction is probable, fences may also be required around a tree or grouping of trees.
- I. Wherever cuts are made in the ground near the roots of trees, appropriate measures shall be taken to prevent exposed soil from drying out and causing damage to tree roots.
- J. Trimming cuts shall conform to arboricultural standards and shall be made along the branch bark ridge.
- K. Earth surfaces within the drip line of any tree shall not be changed or compacted. All equipment,

material, and soil storage shall be kept beyond the drip line of trees.

L. Prior to the start of any construction or demolition activities, the property owner/Contractor is required to spray or have a certified applicator spray the lower six feet of all pine tree trunks with a pesticide approved by the California Department of Food and Agriculture for the treatment of bark beetles.

M. Failure to protect or maintain trees on construction/demolition sites is a violation of the municipal code and grounds for suspension of the building permit. (Ord. 91-4 §§ 1 – 7, 1991; Ord. 84-6 § 1, 1984; Ord. 83-25 § 1(G), 1983; Ord. 81-4 § 12, 1981; Code 1975 § 1237).

SUPPLEMENTAL PROVISIONS

Section 15050 – Mechanical General – 15 pages

Section 15250 – Insulation – 10 pages

Section 15701 – Hot Water Heating System – 7 pages

For Hazardous Materials See APPENDIX C - M3 Environmental Consulting Report

**SECTION 15050
MECHANICAL GENERAL**

PART I - GENERAL

1.1 GENERAL

- A. The General Conditions and Supplementary General Conditions are hereby a part of this Section as fully as if repeated herein.

1.2 SCOPE

- A. The work includes, but is not necessarily limited to, the furnishing of all labor, materials, equipment, and services necessary for, and reasonably incidental to, providing and installing complete boiler plant and other mechanical work as shown or indicated in the Drawings and Specifications.
- B. Specifications define the type of material and the installation procedures to be used in each area. Drawings indicate limits of each area.
- C. Consult all other Sections to determine the extent and character of this work specified elsewhere.
- D. Specifically refer to the following:
 - Section **15250** Insulation
 - Section **15701** Hot Water Heating Systems
- E. Make all connections to equipment requiring service from systems installed under this Section.

1.3 COORDINATION

- A. Before submitting a bid for the mechanical work the Contractor shall visit the site and become familiar with all the work on other related Drawings and Specifications, and plan the work to provide the best possible assembly of the combined work of all trades. No additional costs will be considered for work which has to be relocated due to conflicts with other trades.
- B. If, after examination of the bidding documents relating to the work, the Contractor has queries concerning the nature and scope of the work or intent of the Specifications, he/she shall promptly request clarification from the **Owner**. After contract award, claims of ignorance of the intent and scope of the contract shall not be allowed.
- C. Contractor is responsible for coordinating the schedule of inspections by **Owner** at appropriate stages of construction such as rough-in, pre-final, and final, and at other times required by the Specifications or by the construction. Notify **Owner** seven (7) days in advance of proposed site visit. Notification constitutes certification that construction is, or will be, complete and ready for inspection.

1.4 SAFETY

- A. Contractors must conduct a weekly safety meeting with their employees and provide documentation as to attendance and topics of discussion. **Owner's** construction support services do not constitute review or approval of Contractor's safety procedures. Contractor shall comply with all OSHA regulations. Contractor is required to obtain and pay for insurance required to cover all activities within Contractor's Scope of Work.

1.5 **BUILDING LAWS**

- A. Mechanical work shall conform to all requirements prescribed by governmental bodies having jurisdiction and is to be in accordance with the **California** Building Code; all federal, state, and local codes and ordinances; all OSHA requirements; **California** Plumbing Code, **California** Mechanical Code, **California** Fire Code, and National Fire Protection Association; California State Code Title 8, Title 21, Title 24; and the Energy Conservation Standards.
- B. Should any part of the design fail to comply with such requirements, the discrepancy shall be called to the attention of the **Owner** prior to submitting bid.
- C. Should there be any direct conflict between the Drawings and/or Specifications and the above rules and regulations, the rules and regulations shall take precedence. However, when the indicated material, workmanship, arrangement, or construction is of a superior quality or capacity to that required by above rules and regulations, the Drawings and/or Specifications shall take precedence. Rulings and interpretations of enforcing agencies shall be considered as part of the regulations.
- D. After a Contract is awarded, if minor changes or additions are required by the aforementioned authorities, even though such work is not shown on Drawings or overtly covered in the Specifications, they must be included at the Contractor's expense.
- E. The Contractor is responsible to coordinate and make adjustments in his/her work with the full set of Contract Drawings and Specifications.
- F. All piping, ducts, and equipment shall be securely anchored to building structure as required herein and by the **California** Building Code.

1.6 **PERMITS, FEES, AND UTILITIES**

The Contractor shall obtain and arrange for all required permits and inspections. **Owner** shall pay any fees.

PART II - PRODUCTS

2.1 MATERIALS

- A. All materials used shall be new as listed in subheadings and indicated on Drawings. Inspect all materials and immediately remove defective materials from the site.
- B. All electrical materials shall bear the label of, or be listed by, the Underwriters' Laboratories (UL), unless the material is of a type for which label or listing service is not provided.
- C. Substitution:
 - 1. No substitute materials or equipment may be installed without the written approval of the **Owner**.
 - 2. Use of substitute materials or equipment may require changes in associated materials and equipment. Contractor shall submit detailed Shop Drawings and installation instructions of substitute materials and equipment to **Owner** for approval. Such submittals shall address all changes required in other items.
 - 3. All additional costs incurred by the substitution of material or equipment, or the installation thereof whether Architectural, Structural, Mechanical, Plumbing, or Electrical shall be borne by the Contractor who substitutes the materials or equipment in place of the items specified.
- D. Quality of Materials: Pipe fittings and equipment may be taken from stock but the Contractor will be required to submit manufacturer's certificates identifying the material and equipment furnished as conforming with these Specifications and such codes and standards as apply to the equipment specified. Any material on the site which cannot be identified by manufacturer's mark shall be removed from the site at **Owner** request.

2.2 SUBMITTALS

- A. The review of submittals and approval thereof by the **Engineer** does not relieve the Contractor from compliance with the requirements and intentions of the Drawings and Specifications to which the submittals pertain. The contractor acknowledges its responsibility to submit complete shop drawings and other required submittals. Incomplete submittals will be returned to the contractor unreviewed.
- B. Material List: An itemized list of material and equipment which the Contractor proposes to use shall be submitted to the **Owner** and within time indicated.

C. Shop Drawings and Product Data:

1. Submit all required Shop Drawings, product data, etc. at one time. Submittals shall be electronically submitted, and properly indexed by Specification Section.
2. Each item shall be identified by manufacturer, brand, and trade name; model number, size, rating, and whatever other data is necessary to properly identify and verify the materials and equipment. The words "AS SPECIFIED" will not be considered sufficient information.
3. Each submittal shall bear the Contractor's stamp and mark indicating the Contractor has reviewed and approved the submittal.
4. Each submitted item shall refer to the Specification Section and paragraph in which the item is specified.
5. Accessories, controls, finish, etc. not required to be submitted or identified with the submitted equipment shall be furnished and installed as specified.
6. Submittals shall be all inclusive with all items requiring submittals being submitted at the same time; individual submittals will not be accepted.
7. Place orders for all equipment in time to prevent any delay in construction schedule or completion of project. If any materials or equipment are not ordered in time, additional charges made by equipment manufacturers to complete their equipment in time to meet construction schedule, together with any special handling charges, shall be borne by Contractor.

PART III - EXECUTION

3.1 DRAWINGS

- A. The Drawings show the general arrangement and location of the piping and equipment. Work shall be installed in accordance with the Drawings, except for changes required by conflicts with the work of other trades. The Contractor shall provide for the support, expansion, and pitch of any rearranged piping in conformance with the intent of the Drawings, Specifications, and codes.
- B. Mechanical Drawings are diagrammatic and are intended to show the approximate location of equipment and piping. Dimensions shown on Drawings shall take precedence over scaled dimensions on Drawings. All dimensions shall be verified in the field by the Contractor.
- C. The exact location of apparatus, equipment, and piping shall be ascertained from the **Owner** or the **Owner** representative in the field, and work shall be laid out accordingly. Should the Contractor fail to ascertain such locations the work shall be changed at Contractor's own expense when so ordered by the **Owner**. The **Owner** reserves the right to make minor changes in the location of piping and equipment up to the time of installation without additional cost.
- D. It is the intention of the Drawings and Specifications that, where certain mechanical items such as unions, expansion joints, and other mechanical components are not shown, but where such items are required by the nature of the work, shall be furnished and installed.
- E. The Mechanical Drawings and Specifications are intended to supplement each other. Any material or labor called for in one shall be furnished even though not specifically mentioned in the other.

- F. Pipe and duct sizes shown are the minimum allowable and shall be increased in size if required by code or wherever necessary to meet unusual conditions.

3.2 RECORD DRAWINGS

- A. Record Drawings shall be maintained at all times showing the exact location of equipment, ductwork, control panels, piping mains, branches, valves, drains, clean-outs, etc. installed under all Sections. Obtain from the **Engineer**, a complete set of prints. On these prints systematically and accurately keep a dimensional record of all work installed different from those shown on Drawings. Have these Drawings readily available for reference.
- B. Record Set: When above information is complete and acceptable to the **Engineer** transfer this information accurately to reproducible tracings, purchased from the **Engineer** for this purpose, and deliver to the **Engineer** for final review.
- C. Upon completion of the **Engineer** review of the Record Set the Contractor shall incorporate changes, as noted on the record set, including dimensions such as valves, etc. Deliver transparencies with one (1) set of prints to the **Engineer**. Deliver one (1) complete set of electronic files to building Owner within ninety (90) days of issuance of final occupancy report.
- D. Inspector's Approval: Where a full-time inspector is employed by the **Owner**, the Record Drawing information shall be reviewed by the inspector during the course of construction and shall have the inspector's approval before submission to the **Engineer**.

3.3 MECHANICAL ACCEPTANCE TESTS

- A. Documentation on standard State of California Acceptance forms and inspection documents as listed on the project Certificate of Compliance shall be submitted to building department prior to issuance of building permit.
- B. The required acceptance documents generated by the responsible person shall be signed by a designated licensed professional before submitting the required documents for final occupancy permit.

3.4 DAMAGE

- A. Repair any damage to the building, premises, and equipment occasioned by the work under this Section.
- B. Repair all damage to any part of the building or premises caused by leaks or breaks in pipe, or malfunctions of equipment furnished or installed under this Section until the warranty period expiration date.

3.5 COMPLETE WORKING INSTALLATION

- A. The Drawings and Specifications do not attempt to list every item that must be installed. When an item is necessary for the satisfactory operation of equipment, is required by the equipment manufacturer, or accepted as good practice, furnish without change in Contract cost.

3.6 STORAGE

- A. Provide proper protection and storage of all items and tools required for this work.

3.7 QUALITY OF WORK

- A. The quality of work shall be of a standard generally accepted in the respective trade. Use only experienced, competent, and properly equipped workers. Replace work falling below this standard as directed by the **Owner**.

- B. Systems shall be worked into a complete and integrated arrangement with like elements arranged to make a neat appearing and finished piece of work, with adequate head room and passageway free from obstructions. Such systems shall be installed by laborers experienced in the respective trades involved.

3.8 ELECTRICAL REQUIREMENTS - CONTROLS AND COORDINATION WITH ELECTRICAL CONTRACTOR

- A. Mechanical Contractor shall coordinate with the Electrical Contractor on furnishing and installing of controls, motors, starters, etc. Coordinate means informing Electrical Contractor of items requiring electrical connection, providing copies of submittal data, installation data, scheduling work to insure efficient progress, and promptly supplying those items to be installed by Electrical Contractor.
- B. The specific requirements for electrical power and/or devices for each and every piece of mechanical and plumbing equipment requiring electrical service, supplied and/or installed under this Contract, shall be coordinated and verified with the Mechanical Drawings, the Mechanical Sections of these Specifications, and with the manufacturers of the mechanical equipment supplied. This shall include the voltage, phase, and ampacity; conduit requirements; and exact location and type of disconnect, control, and/or connection required. Any changes from the Drawings and Specifications required as a result of this coordination shall be part of this Contract.
- C. Electrical Contractor shall furnish and install the following for all mechanical equipment:
 - 1. Conduit and wiring for line voltage power to the equipment.
 - 2. Disconnect switches.
 - 3. Manual motor starters.
 - 4. Magnetic motor starters when part of a motor control center. See Division 16 and Drawings for further information.

- D. The work under this Section shall include furnishing and installing all controls on low and manual line voltage, including thermostats, auxiliary switches, relay wiring, interlock wiring; equipment control panels and transformers; and controls conduit unless specifically indicated as part of other work.
- E. The Mechanical Contractor shall review all wiring connections which have any influence on this equipment or work and verify that these connections are correct before permitting any equipment to be operated which is furnished, installed, or modified under this Contract.

3.9 ELECTRICAL REQUIREMENTS - MOTORS AND EQUIPMENT FURNISHED UNDER THIS SECTION

- A. Motors and motor control equipment shall conform to the standards of the National Electrical Manufacturer's Association (NEMA). Motors and motor control equipment shall be as specified below. The work under this Section shall include:
 - 1. Furnishing all motors, magnetic starters and automatic control devices for equipment furnished and installed by this Contractor. Electrical Contractor shall provide magnetic starters at motor control center where indicated.
 - 2. Installation of the above motors and control devices. Manual motor starters shall be furnished and installed by Electrical Contractor in accordance with Electrical Specifications.
 - 3. Furnishing and installing line and/or low voltage interlock wiring shall be by the Mechanical Contractor. Installation of wire includes the connection of devices. All work shall be in accordance with the materials and methods specified in the Electrical Specifications.
 - 4. Furnishing and installing completely wired equipment control panels with complete controls for automatic operation where indicated or when supplied with equipment.
 - 5. Furnishing and installing all control and interlock wiring from equipment control panels to related remote devices, fans, motors, heaters, and controls.
 - 6. Wire mounted on heat producing appliances shall be Type RHH or THHN (90°C).
 - 7. Except as noted above, disconnect switches, power circuits from electrical panelboard to disconnect switch, starters, and motors shall be furnished and installed under the Electrical Specifications.
- B. All motors furnished shall be designed, manufactured, and tested in accordance with the latest applicable standards of NEMA, ANSI, IEEE, and ASTM. Approved manufacturers are Baldor Super-E or equal.
 - 1. Each motor of 1/2Hp or less shall be wound for 120 V, single-phase power, unless otherwise indicated, furnished with a manual starter, Square "D" Class 2510, type FG-1P (surface) & type FS-1P (flush), Westinghouse Type MS, or equal, with pilot light.
 - 2. Each motor of 3/4Hp or larger shall be wound for 208 V or 460 V, 3-phase power, as specified unless otherwise indicated, furnished with a magnetic starter, Westinghouse #11200, Square "D" Class 8536 or equal, with built in Hand/Off/Auto switch and pilot light. Each starter shall be horsepower rated and suitably matched to the motor that it will control, with the heater size ambient compensated and selected for 115% of the motors nameplated current rating.

- a. As a minimum requirement, all motors shall conform to the latest applicable sections of NEMA Standard No. MG-1. All 3-phase motors greater than 3/4Hp must meet or exceed NEMA and CEE Premium Efficiency™ full load efficiencies per Table 1 below. The Consortium for Energy Efficiency (CEE), a national, non-profit public benefits corporation, promotes the manufacture and purchase of energy-efficient products and services.

Table 1

Nominal Efficiencies for "NEMA Premium™" Induction Motors Rated 600 Volts or Less (Random Wound)

HP	Open Drip-Proof			Totally Enclosed Fan-Cooled		
	6-Pole	4-Pole	2-Pole	6-Pole	4-Pole	2-Pole
1	82.5%	85.5%	77.0%	82.5%	85.5%	77.0%
1.5	86.5%	86.5%	84.0%	87.5%	86.5%	84.0%
2	87.5%	86.5%	85.5%	88.5%	86.5%	85.5%
3	88.5%	89.5%	85.5%	89.5%	89.5%	86.5%
5	89.5%	89.5%	86.5%	89.5%	89.5%	88.5%
7.5	90.2%	91.0%	88.5%	91.0%	91.7%	89.5%
10	91.7%	91.7%	89.5%	91.0%	91.7%	90.2%
15	91.7%	93.0%	90.2%	91.7%	92.4%	91.0%
20	92.4%	93.0%	91.0%	91.7%	93.0%	91.0%
25	93.0%	93.6%	91.7%	93.0%	93.6%	91.7%
30	93.6%	94.1%	91.7%	93.0%	93.6%	91.7%
40	94.1%	94.1%	92.4%	94.1%	94.1%	92.4%
50	94.1%	94.5%	93.0%	94.1%	94.5%	93.0%
60	94.5%	95.0%	93.6%	94.5%	95.0%	93.6%
75	94.5%	95.0%	93.6%	94.5%	95.4%	93.6%
100	95.0%	95.4%	93.6%	95.0%	95.4%	94.1%
125	95.0%	95.4%	94.1%	95.0%	95.4%	95.0%
150	95.4%	95.8%	94.1%	95.8%	95.8%	95.0%
200	95.4%	95.8%	95.0%	95.8%	96.2%	95.4%
250	95.4%	95.8%	95.0%	95.8%	96.2%	95.8%
300	95.4%	95.8%	95.4%	95.8%	96.2%	95.8%
350	95.4%	95.8%	95.4%	95.8%	96.2%	95.8%
400	95.8%	95.8%	95.8%	95.8%	96.2%	95.8%
450	96.2%	96.2%	95.8%	95.8%	96.2%	95.8%
500	96.2%	96.2%	95.8%	95.8%	96.2%	95.8%

Where special enclosures or assembly are required, it will be specified on the Motor Data Sheet.

3.10 ELECTRICAL EQUIPMENT ROOM PRECAUTIONS

- A. Ductwork or piping for mechanical systems shall not be installed in any switchgear room, transformer vault, telephone room or electric closet except as indicated. In any case, no ductwork or piping for mechanical systems shall be installed in the space equal to the width and depth of any electrical service equipment, switchboards, panel boards, or motor control centers and extending from the floor to a height of six feet above the equipment or to the structural ceiling, whichever is lower.

3.11 CUTTING AND REPAIRING

- A. No cutting shall be done except with **Owner** approval. Cutting of structural members or footings is prohibited without the prior written consent of the Structural Engineer.
- B. Where cutting of paving, walls, ceilings, etc. is necessary for the installation of the mechanical work, it shall be done under the direction of this Section. Damage caused by this cutting shall be repaired to match original and adjacent surfaces without additional expense to the **Owner**. Cutting of new construction shall be by the installing Contractor of that construction as directed by this Contractor.

3.12 BELT AND COUPLING GUARDS - FAN GUARDS

- A. Provide guards for all belt-driven units, direct-connected units, and coupled units; and at chains, gears, shafts, couplings, keys, projecting set screws, and any other rotating or moving parts. Totally enclose all moving parts with guards. Guards shall be easily removable, center-split type, and constructed of welded angle iron and expanded metal. Rigidly support entire assembly with any necessary supplementary steel to prevent vibration. Prime coat entire assembly. Provide access openings for greasing, oiling, adjusting, checking of RPM, etc. All guards shall comply with applicable codes.

3.13 PIPE AND VALVE IDENTIFICATION

- A. Identify all piping contents with letter legend on color background identifying hazard or use of material.
- B. The pipe marker system shall conform completely with "The Scheme for Identification of Piping Systems" (ANSI A13.1 1999 or latest edition). More specifically, the pipe marker must possess the following:
 - 1. ANSI specified color coded background.
 - 2. ANSI specified color of legend in relation to background color.
 - 3. ANSI specified legend letter size.
 - 4. ANSI specified length of color field (marker length).
- C. The following tables will serve to clarify the above mentioned requirements:

TABLE 1

Classifications of Hazards of Materials and Designation of Colors

Materials Inherently Hazardous	Color of Legend	Color of Letters for Legend
Flammable or Explosive	Yellow	Black
Chemically Active or Toxic	Yellow	Black
Extreme Temperature or Pressure (Gas Pressure above 90 PSIG and Fluid Temperature above 140°F)	Yellow	Black
Radioactive	Yellow	Black

Materials Inherently Low Hazard	Color of Legend	Color of Letters for Legend
Liquid or Liquid Admixture	Green	White
Gas or Gaseous Admixture	Yellow	Black

Fire Quenching Materials	Color of Legend	Color of Letters for Legend
Water, Foam, CO ₂ , etc.	Red	White

TABLE 2

Outside Diameter of Pipe or Covering	Length of Color Field	Size of Letters
3/4" to 1 1/4"	8"	1/2"
1 1/2" to 2"	8"	3/4"
2 1/2" to 6"	12"	1 1/4"
8" to 10"	24"	2 1/2"
Over 10"	32"	3 1/2"

- D. Provide flow markers consisting of labels similar to pipe markers with a large black arrow printed on same background color to indicate direction of flow.
- E. Place pipe marker and flow marker on each pipe on both sides of walls or floors through which pipes pass. Place markers adjacent to valves and fittings or branch take-off and for exposed piping locate markers to be clearly visible to person standing on floor, and at not over 30'-0" intervals on all straight runs of pipe.

3.14 SUPPORTS

- A. All equipment, plenums, piping, and ductwork shall be mounted on, or suspended from, foundations and supports as specified and indicated, and seismically braced to structure.
- B. Vibration isolation and seismic restraints for vibration isolated equipment per Title 24.
- C. All piping, ducts, and equipment shall be securely anchored to building structure as required by the Specifications, SMACNA's "Guidelines for Seismic Restraints of Mechanical Systems", Title 24, and the **California** Building Code.

3.15 INSTALLATION AND ALIGNMENT

- A. Fan and motor pulleys shall be carefully aligned and belt tension properly adjusted by manufacturer's representative or qualified mechanic in accordance with manufacturer's instructions.

- B. Pumps shall not be operated for testing purposes unless systems are filled. Any damage during set-up and testing shall be repaired at no additional cost to **Owner**.

3.16 VIBRATION CONTROL

- A. Mechanical Balance: When equipment is installed and in normal operation, fans, pumps, motors, and drives shall be within the following maximum limits:
1. 600 RPM and Less:
Three mils displacement, peak to peak.
 2. Over 600 RPM:
0.10" per second.
- B. Pulley Run-Out: When equipment is installed and in normal operation, pulley run-out in radial and axial directions not to exceed 0.001".
- C. Field Tests: If requested, test equipment to determine compliance with specified requirements. Measure vibration displacement and velocity in vertical direction relative to floor. Make measurements on bearing housings (not end caps) or other heavy structural element directly connected to bearing housing at each end of equipment.
- D. Field Balancing: Balance and retest equipment as required for compliance with specified requirements.

3.17 ACCESSIBILITY

- A. General: Valves, damper operators, filters, thermometers, pressure gauges, clean-out fittings, and indicating equipment or specialties requiring reading, adjusting, inspection, repairing, removal, or replacement shall be conveniently and accessibly located with reference to finished building. Thermometers and gauges installed to be easily read from floor.
- B. Panels: No unions, flanges, valves, dampers, controls, or equipment shall be placed in a location that will be inaccessible after the system is complete. Access panels or doors shall be provided where required whether or not shown on Drawings.
- C. Equipment Spaces: Provide aisles between equipment and ducts, electrical gear, etc. for complete service and inspection of equipment. Maintain minimum 6'-6" headroom in all access aisles. Maintain minimum 36" clearance at all service panels. Provide minimum clearances at electrical equipment per NEC.

3.18 TESTING

- A. Test all piping, ductwork, equipment, and systems as called for in the Specifications. Notify **Owner** and inspection authorities prior to testing so that they may be witnessed. Protect all personnel and equipment during testing. Where Specifications do not cover specific points or methods, conform to manufacturer's specifications.

3.19 DEMOLITION

- A. Extent of building demolition work is as specified in plans.
- B. Removal, storage, or disposal of existing equipment, plumbing fixtures, fans, radiators, piping, boilers, etc. shall be under the direction of the **Owner**.
- C. Provide a detailed sequence of demolition and removal work to ensure uninterrupted progress of **Owner's** on-site operations.

- D. There is a possibility that materials containing asbestos may be encountered. Advise the **Owner** in a timely manner of its presence and in accordance with EPA regulations.

3.20 EQUIPMENT

- A. All equipment shall be accurately set and leveled. Supports shall be neatly placed and properly fastened. All equipment shall be fastened in place with bolts.
- B. Keep all openings closed with plugs or caps to prevent entrance of foreign matter. Protect all piping, fixtures, and equipment against dirt, water, chemical, or mechanical damage both before and after installation. Any equipment or apparatus damaged prior to final acceptance shall be restored to original condition or replaced at the **Owner** discretion and at no additional cost to the **Owner**.
- C. Start-Up: Equipment shall be adjusted, lubricated, aligned, etc. prior to start-up. Inspect each piece of equipment prior to start-up. Start each piece of equipment in accordance with manufacturer's directions and warranty requirements.
- D. Finish: Protect all equipment and materials until in use. Any visible rust or corrosion shall be removed as directed prior to installation. All damaged factory painted finishes shall be cleaned and painted with manufacturer provided paint.

3.21 MANUFACTURER'S DIRECTIONS

- A. Materials and equipment shall be installed in accordance with manufacturer's application and recommendations, requirements, and instructions, and in accordance with Contract Documents. Where manufacturer's instructions differ from those indicated or specified, they shall be brought to **Owner's** attention for resolution prior to equipment ordering and installation.
- B. Where requirements indicated in Contract Documents exceed manufacturer's requirements, Contract Documents shall govern.

3.22 FURRING AND PIPE SPACES

- A. Spaces provided in the design of the building shall be utilized and the work shall be kept within the furring lines established on the Drawings.
- B. Layout: Maintain maximum head room under piping and equipment. Contractor to coordinate line locations with beams, windows, etc. to provide maximum clearance. From Drawings, ascertain heights of suspended ceilings and size of pipe shafts in which piping is concealed, and location and size of structural members in and adjacent to pipe shafts. Coordinate piping installation with ductwork, lighting, and other equipment. Ensure necessary clearances on trim plates at exposed penetrations of walls and floors. If sufficient room is not available above suspended ceiling or vertical shafts obtain clarification from **Engineer** before work is started.

3.23 SEISMIC RESTRAINTS

- A. General: All work, materials and methods used shall conform to the Drawings and Specifications. The following notes and SMACNA "Guidelines for Seismic Restraints of Mechanical Systems" shall be followed when specific details are not shown on the Drawings. Anchorage of equipment for which specific details are not shown on the Drawings shall be adequate to resist the forces based on the required "CP" factor. Such anchorage shall be approved by the **Owner**.
- B. Piping:
 - 1. Pipe bracing system shall conform to the Drawings and to Specification requirements hereinafter listed.

2. The Contractor shall submit Shop Drawings indicating the location of all seismic braces and provide a legend giving load information and model specifications prior to installation. Such prearranged system shall conform to requirements of the Specifications.
3. Brace gas piping that is 1-inch nominal diameter and larger.
4. Brace all piping located in boiler rooms, mechanical equipment rooms, that is 1-¼ inches nominal diameter and larger.
5. Brace all pipes with 2 1/2" I.D. and larger.
6. Transverse bracings at 40'-0" on center maximum (minimum of one brace per direction of run).
7. Longitudinal bracings at 80'-0" on center maximum (minimum of one brace per direction of run).
8. Transverse bracing for one pipe section may also act as longitudinal bracing for the pipe section connected perpendicular to it, if the bracing is installed within 24" of the elbow or tee and is connected to the largest pipe.
9. Do not use branch lines to brace main lines.
10. Provide flexibility in joints where pipes pass through building seismic or expansion joints or where rigidly supported pipes connect to equipment with vibration isolators.
11. At vertical pipe risers, support the weight of the riser at a point or points above the center of gravity of the riser wherever possible. Provide lateral guides at the top and bottom of the riser and at intermediate points not to exceed 30'-0" on center.
12. Provide large enough pipe sleeves through walls or floors to allow for anticipated differential movements.
13. Do not fasten one rigid piping system to two dissimilar parts of the building that may respond in a different mode during an earthquake (e.g., a wall and a roof).
14. Transverse bracing shall be 20'-0" on center maximum and longitudinal bracing at 40'-0" on center maximum for piping in mechanical equipment rooms and gas piping. 1 1/4", 1 1/2", and 2" diameter pipes shall be braced the same as 2 1/2" diameter pipe.
15. Cast iron piping systems are included in these requirements.
16. No bracing is required if the top of single pipe is suspended 12" or less from the connection point at the supporting structural member.
17. All trapeze hangers shall be braced.

3.24 CLEAN-UP

- A. During the course of work under this Section, all rubbish, debris, surplus materials, tools, etc. resulting from this work shall be removed from work area and shall be disposed of off-site at the end of each working day. The **Owner's** premises shall be left clean and in a condition acceptable to the **Owner**.
- B. Clean all work installed under this Contract to satisfaction of **Owner** and submit documentation that each system has been cleaned and results witnessed by the **Owner** representative.

- C. All water distribution and piping systems, including those for cold water and hot water systems, shall be flushed thoroughly until piping is cleaned to satisfaction of the **Engineer**. See other Specification Sections for additional requirements.

3.25 **ENGRAVED NAMEPLATES**

- A. Furnish and install plastic laminated engraved nameplates with 1/4" minimum lettering at panel mounted control devices, manual control stations, power disconnects, motor starters and pieces of equipment.

3.26 **FINAL INSPECTION**

- A. The Contractor shall furnish the **Engineer** with certificates of final inspection and approval from the inspection authorities having jurisdiction.

3.27 **GUARANTEE**

- A. The Contractor shall guarantee the quality of all work and the quality of equipment and materials in accordance with the provisions of the General Conditions and Special Conditions. Should any defects occur during this period, the Contractor shall promptly repair or replace defective items as directed by the **Owner**, without cost to the **Owner**.

3.28 **SITE VISITS BY ENGINEER**

- A. **Engineer's** responsibility is limited to normal construction support services only, consisting of office consultation, site visits, and reports to the **Engineer** at appropriate stages of construction such as rough-in, pre-final, and final. All costs incurred by the **Engineer** for additional site visits or office work required to complete the project as the result of incomplete coordination or supervision by the Contractor or the Mechanical Sub-Contractor shall be paid for by the Contractor.

3.29 **OPERATING AND MAINTENANCE MANUALS**

- A. Provide Electronic (PDF) instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment to the **Owner** within ninety (90) days of issuance of final occupancy permit. The following identification shall be included "OPERATING AND MAINTENANCE INSTRUCTIONS", the name and location of the building, the name of the Contractor, and the Contract number. Flysheets shall be placed before instructions covering each subject. The instruction sheets shall be approximately 8 1/2" x 11". The instructions shall include, but not be limited to, the following:
 - 1. System layout showing piping, valves and controls with complete valve and control identification, listing, and indexing valve charts.
 - 2. Approved wiring and control diagrams.
 - 3. A detailed control sequence describing start-up operation and shut-down with reference to valve and control names and numbers.
 - 4. Operating and maintenance instructions for each piece of equipment including lubrication instructions. Include information on frequency of lubrication, filter change, belt adjustment, cleaning, adjusting, etc.
 - 5. Manufacturer's bulletins, cuts, and descriptive data.
 - 6. Parts list and recommended spare parts including name and address of source of supply.

- B. Field Instructions: Upon completion of the work and at a time designated by the **Owner** the services of one or more competent **Engineers** shall be provided by the Contractor to instruct a representative of the **Owner** in the operation and maintenance of the systems. These field instructions shall cover all the items contained in the bound instructions and shall be of a sufficient length and detailed nature, in the **Engineer's** judgment, to insure safe and efficient operation.

**** END OF SECTION ****

**SECTION 15250
INSULATION**

PART I - GENERAL

1.1 GENERAL

- A. The General Conditions, any Supplementary Conditions, Section 15050, Mechanical General, and Division 1 are hereby a part of this Section as fully as if repeated herein.

1.2 DESCRIPTION OF WORK

- A. The work includes, but is not necessarily limited to the furnishing of all labor, materials, equipment, and services necessary and reasonably incidental to providing and installing complete mechanical insulation systems shown or indicated on the Drawings or as required by the Specifications. The list includes:
 - 1. Hot Water Piping Systems.
- B. Installation shall be construed to mean (but not be limited to) purchasing, receiving, transporting, storing, fabricating, applying, inspecting, and providing complete insulation systems in accordance with latest edition of MICA Standards, addenda, and those Technical Specifications for the individual insulation systems under the Contract.
- C. The insulation contractor shall include all applicable federal, state, and local taxes, fees, and charges relating to the installation work, inspection, and activities under this Contract.
- D. Insulate the following items:
 - 1. Hydraulic Separator.
- E. Do not insulate the following items:
 - 1. Chrome plated exposed piping.
 - 2. Air chambers.
 - 3. Unions, strainers, check valves, balance cocks, and flow regulators on hot water system.
 - 4. Standpipes, fire lines, and sprinkler piping.
- F. Provide a unit price schedule for each type and size of piping, ductwork, or equipment called to be insulated. This schedule will be used as a basis for any work involving existing piping, ductwork, or equipment.

1.3 SUBMITTALS

- A. See Section 15050, Mechanical General.
- B. Submit for review the required copies of a complete list of materials proposed for use accompanied by manufacturer's data sheets giving sizes, capacities, etc. Submit manufacturer's application instructions for each product proposed for use.

1.4 **INITIAL INSTALLATION INSPECTION**

- A. After initial installation of each type of system, Contractor shall coordinate site inspection by **Owner** in accordance with Specification Section 15050, *Mechanical General*. Contractor shall obtain **Owner's** written approval of initial installation as complying with approved samples and the intent of the Specifications prior to continuing insulation work.

1.5 **CODES AND STANDARDS**

- A. National Insulation Contractor's Association Commercial and Industrial Insulation Standards as published by the Midwest Insulation Contractors Association, 2423 South 123rd Avenue, Omaha, Nebraska 68144, (402)342-3463.
- B. Requirements: Insulation materials, adhesives, coatings, and other accessories shall have surface burning characteristics as determined by ASTM E84, not to exceed 25 for flame spread index and 50 for smoke developed rating, except for the following materials:
 - 1. Canvas Jackets.
 - 2. Nylon anchors for securing insulation to ducts or equipment.
- C. Flameproofing: Flameproofing treatments subject to deterioration due to the effect of moisture or high humidity are not acceptable.
- D. Material shall conform to ASTM Standards when standards are published for the respective class of material.
- E. Contractor shall conform to all OSHA and other published practices for the installation of insulation.

1.6 **COORDINATION**

- A. Coordinate with **Owner** and General Contractor on required storage areas for insulating materials including space requirement, weather protection or open areas, distance to work site, etc.
- B. Coordinate with other trades on installation schedule. The Contractor shall be responsible for coordination and cooperation with the **Owner** and other trades so that the installation is performed with minimum interference and conflict.
- C. Coordinate with other trades on piping insulation shields or protectors, piping and ductwork supports, pipe identification, painting of insulation, installation of heat tracing, insulation on joints and fittings in pre-insulated pipe, insulation on interior faces of ductwork, etc.

1.7 **ALTERNATIVES, EXCEPTIONS, AND RECOMMENDATIONS**

- A. The insulation contractor shall include statements covering each of the following subjects with his/her proposal:
 - 1. Alternative materials to improve quality, schedule, or pricing.
 - 2. Exceptions to the Specifications covering materials, manner of application, or other details.

- B. The **Engineer** shall review alternative material recommendations and shall be the sole judge in determining whether the proposed materials, accessory, or item meets the stated criteria for service and conditions imposed.

1.8 **CLARITY OF INFORMATION**

- A. It shall be noted that the Drawings, Specifications, and standards are complementary to each other, meaning that what is called for by one, is meant to be called for in all. Where conflicts occur between Specifications, Drawings, or standards, the more stringent shall govern.
- B. If, after examination of the bidding documents relating to the work, the insulation Contractor has queries concerning the nature and scope of the work or intent of the Specification, Contractor shall promptly request clarification from the **Engineer**. After contract award, claims of ignorance of the intent and scope of the contract shall not be allowed.

1.9 **EQUIPMENT**

- A. The Contractor shall provide all tools, ladders, staging, platforms, scaffolding, and other devices required for installation of the complete insulation system, and shall maintain these items in a safe operating condition.

PART II - PRODUCTS

2.1 **GENERAL**

- A. Materials furnished under this Specification shall be standard, cataloged products, new and commercially available, suitable for service requiring high performance and reliability with low maintenance, and free of all defects.
- B. Materials include insulation materials, accessories (staples, bands, mesh, wire, clips, pins, tape, anchors, corner angles, and similar recommended accessories), and compounds (cements, adhesives, coatings, sealers, protective finishes, and similar items recommended for the applications indicated).
- C. The Contractor shall supply materials which meet the requirements with respect to the design criteria, thermal conductivity, and standards.
- D. All accessories and materials (i.e., coatings, adhesives, sealers, etc.) are to be shipped to the job site in marked, unopened containers as received from the manufacturer.
- E. The Contractor shall be solely responsible for his/her own material take-off, purchasing, methods and procedures, tools and equipment, and field safety program.

2.2 **INSULATION**

- A. Manufacturers: Owens-Corning, Johns Manville, Knauf, or Certain-Teed Products Co., Owens-Corning catalog numbers used as basis, unless otherwise noted.
- B. Class 1 - Glass Fiber Pipe Insulation: Owens-Corning ASJ/SSLII (all service jacket, with pressure sensitive tape closure system), average thermal conductivity at 70°F mean temperature, 0.23 Btu/hr x ft² x °F per inch of

thickness. Seal longitudinal joints with SSLII closure system and seal butt joints with 3" wide pressure sensitive tape to match. Fittings, flanges, and grooved couplings insulated as herein specified.

- C. Class 2 - Foamed Rubber Pipe Insulation: Halstead Products F/R Insultube, Johns Manville Corp. Armaflex, average thermal conductivity at 70°F mean temperature, 0.27 Btu/hr x ft² x °F per inch of thickness. Cover fittings and valves with miter-cut pieces. Seal longitudinal and butt joints with Armstrong 520 adhesive. For exterior applications, provide jacketing per Paragraph 2.3.
- D. Class 3 - Calcium Silicate Pipe Insulation: IIG Group Thermo-12 Gold asbestos free pipe insulation, average insulation thermal conductivity at 220°F mean temperature, 0.42 Btu/hr x ft² x °F per inch of thickness. Secure to piping with 18 gauge wire on 12" on centers embedded into insulation and covered with ASJ paper to match Class 1 insulation.
- E. Class 4 - Foamglass Pipe Insulation: Pittsburgh-Corning Foamglass, average thermal conductivity at 70°F mean temperature, 0.37 Btu/hr x ft² x °F per inch of thickness, 100 PSI average compressive strength.
- F. Class 5 - Glass Fiber Equipment Insulation: Owens-Corning pipe wrap pipe and tank insulation, with all purpose jacket. Average thermal conductivity at 70°F mean temperature, 0.27 Btu/hr x ft² x °F per inch of thickness. Install in accordance with manufacturer's recommendations.
- G. Class 6 - Calcium Silicate Equipment Insulation: IIG Group Thermo-12 Gold asbestos free block insulation, average thermal conductivity at 200°F mean temperature, 0.41 Btu/hr x ft² x °F per inch of thickness. Tightly butted, staggered joints secured with 16 gauge galvanized wire or 1/2" x 0.015" galvanized steel bands on 12" maximum centers for large areas. Fill voids between blocks with insulating cement. Cover with 2" mesh wire stretched and secured with edges tied together. Finish with 1/4" thick trowel coat of insulating cement. Cover with 6 oz canvas adhered with Foster 30-36 adhesive.
- H. Class 7 - Spun Glass Equipment Insulation: Owens-Corning Type 705 board with FRK facing, 6.0 lb density, reinforced foil and paper facing, average thermal conductivity at 100°F mean temperature, 0.23 Btu/hr x ft² x °F per inch of thickness.
- I. Class 8 - Polyurethane Equipment Insulation: Urethane foam spray with glass fiber cloth cover and mastic coating.
- J. Class 9 - Continuous Molded Urethane Pipe Insulation: Owens-Corning with factory applied all service jacket, average thermal conductivity at 100 Btu/hr x ft² x °F per inch of thickness. Apply vapor barrier mastic on all circumferential and longitudinal seams. Apply factory supplied butt strips to circumferential joints. Provide high density inserts at support locations.

2.3 JACKETING MATERIAL AND STRAPS

- A. All jacket materials shall be 0.020" thick. Provide smooth aluminum sheet within buildings; provide stucco-embossed aluminum sheet in outside areas.
- B. Aluminum jacketing shall have manufacturer's standard factory applied protective coating of epoxy or impregnated paper on the inside surface.

- C. Straps for jacketing shall be stainless steel, Type 302 or 304 with No. 1 finish and No. 3 edge, and minimum 0.020" thick. Straps for piping with insulation outside diameter of 12" and less shall be 1/2" wide; for larger diameters and for equipment, they shall be 3/4" wide.

2.4 INSULATION HOLDING MATERIALS

- A. All holding materials for insulation shall be galvanized steel, 18 gauge (0.0475") wire, 20 gauge (0.0348") wire 1" hexagonal mesh netting, and 0.020" x 1/2" or 3/4" wide straps.
- B. Insulation adhesives and vapor barrier coatings shall be Foster as manufactured by H.B. Fuller, Inc.

2.5 INSULATION COVERS

- A. Polyvinylchloride (PVC) Covers: Polyvinylchloride covers shall be 1-piece, premolded PVC.
- B. Pipe covers, where specified, shall be PVC sheet with glued seams. Fitting covers shall be PVC or aluminum to match adjacent piping cover or jacket. PVC fitting covers shall be as by Protto, Ceelco, Zeston, or equal.

2.6 SHIELDS

- A. Shields shall be 16 gauge galvanized steel sheet, formed into a 1/2 cylinder. Shield length shall be as recommended by the insulation manufacturer. Superstrut Figure C-790 or equal.

2.7 INSULATED PIPE SUPPORTS

- A. Insulated pipe supports shall be provided for various pipe diameters and loading conditions indicated. The supports shall be the following Pipe Shields Incorporated models or equivalent.
 - 1. Pipe Supported on Rod Hangers: For clevis or ring type hanger, A-1000, A-3000, and A-9000, as appropriate for the loads.
 - 2. Pipe Supported on Flat Surfaces: Insulated support only, A-5000, A-7000 to A-7400 Series, as appropriate for the loads.
- B. Pipe supports shall be capable of supporting the pipe in all conditions of operation, including loading due to seismic events, pressure relief valve discharge, and hydrostatic pressure tests. They shall allow free expansion and contraction of the piping and prevent excessive stress resulting from transferred weight being induced into the pipe or connected equipment.
- C. Pipe supports shall be treated to resist moisture absorption.

2.8 REMOVABLE VALVE PADS

- A. Control Valves: 16 oz silicone impregnated fiberglass cloth liner, 6 lb/ft³. 1/2" thick woven fiberglass materials. Silicone coated outer weather barrier, Velcro fasteners, belts, and 304 stainless buckles and fiberglass lace type ties. Jackets shall overlap adjacent insulation 2" minimum. Seams shall be on bottom for drainage. No lacing hooks or tie wires shall be used. Jackets shall be

manufactured by Johnson Energy Technologies, or approved equal, and be guaranteed for two (2) years.

PART III - EXECUTION

3.1 EXECUTION

- A. General: Insulation work shall conform to Drawings and Specifications. The National Insulation Contractors Association (NICA) Specifications, Standards, and Details shall be followed for items not covered herein.
- B. Thickness and Type: Thickness and type of insulation for each system or service shall be as indicated in insulation Schedule "A" at end of this Specification Section.
- C. All insulation work shall be performed by skilled mechanics regularly engaged in the insulation trade.
- D. Protect insulation against dirt, water, chemicals, or mechanical damage before, during, and after installation. Damage prior to final acceptance of work shall be repaired or replaced at no additional cost.
- E. Progressive testing of systems to be insulated shall have been completed, inspected, and approved by **Engineer** before insulation is applied.
- F. Insulation shall not be applied until all surfaces are clean, dry, free of dirt, dust, grease, frost, moisture, and other imperfections.
- G. Install insulation in first class, neat, workmanlike fashion. Insulation and vapor barrier to run continuously through hangers, except as otherwise noted and vapor barrier shall not be pierced.
- H. ASME stamps, UL labels, equipment labels, and similar stamps and labels shall not be covered. Unsatisfactory installations shall be rejected, removed, and replaced at no additional cost.
- I. Thickness indicated is minimum; use thicker insulation when indicated thickness is not available (see Insulation Schedule "A").
- J. Insulation shall be neat and convenient for equipment operation. Installation shall allow access to, and not interfere with, the operation of valves, dampers, removal of flanges or vessel heads, and equipment doors and hatches.
- K. All insulating materials (block, preformed, or blanket) for pipes, ducts, tanks, etc. shall be uniform in thickness when installed and shall be without irregular surfaces or voids. Block or preformed insulation may be scored, if necessary, to make it uniform with the adjoining section.
- L. Adequate insulation flexibility shall be provided to allow longitudinal and circumferential expansion and contraction of the insulation, piping, and equipment when heated or cooled to service conditions.
- M. Do not weld attachments to piping, vessels, tanks, equipment, or structures without prior written approval of the **Engineer**.

- N. Installed insulation work that is not weatherproofed by the end of the day shall be protected from rain with a waterproof covering.
- O. All piping with surface temperature of 60°F or less shall be insulated with continuous vapor barrier.
- P. Insulation shall not be installed until adequate access and clearances at control mechanisms, dampers, sleeves, columns, and walls have been provided.
- Q. All insulation at hand holes, access doors, or other openings, and adjacent to flanges and valves shall be neatly finished.
- R. Where insulated pipes or ducts pass through sleeves or openings, the full specified thickness of the insulation shall pass through the sleeve or opening.
- S. Vapor barriers shall be continuous through sleeves, hangers, etc. If pierced, vapor barriers shall be covered and suitably resealed.

3.2 HOUSEKEEPING

- A. The Contractor shall prevent the accumulation of insulation debris in the buildings and on the premises of the **Owner**.

3.3 SAFETY PROGRAM

- A. The Contractor shall be responsible for his/her own safety program at the work site and shall provide instruction on safe practices for his/her workers assigned to the project.
- B. Contractor's employees are subject to the work rules of the job site.

3.4 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall become familiarized with the progress and execution of the job and notify the proper parties of interferences and any problems with the proper installation of his/her materials.

3.5 PIPING

- A. See "Products" above for products referred to hereinafter. Fittings, flanges, valves, etc. shall be insulated unless specifically excluded.
- B. Mechanical Joint Fitting Insulation: Insulate mechanical joint, other flexible piping, and couplings with PVC insulated fitting covers, sealed per manufacturer's recommendations.
- C. Exposed Piping Finish:
 - 1. Finish all exposed pipe insulation in mechanical rooms with tack coat of Foster 30-36, 6 oz canvas membrane and finish coat of 30-36. Provide PVC covering on all chilled water piping.
 - 2. Pipe insulation exposed to weather shall be finished with aluminum jacket.
- D. Pipe Insulation:

1. Single layer pipe insulation longitudinal joints shall be staggered. Both longitudinal and circumferential joints shall be staggered on multi-layer insulation. Install jackets on horizontal piping with the longitudinal seam approximately midway between horizontal centerline and the bottom side of the pipe. The insulation shall be tightly butted. All insulation over 2" thick shall be double layer.
2. Elbows in piping systems shall be insulated with aluminum or PVC insulated fitted covers.
3. Fittings and Valves: Rigid PVC covers shall be sealed at seams and edges with vapor barrier adhesive. The ends of covers shall be secured with vinyl tape. The tape shall overlap the jacket and the cover at least 1". Vapor barrier shall not be penetrated. Apply surface coat of vapor barrier coating after taping to joint to adjacent insulation.

3.6 VALVES AND FITTINGS

- A. Valves, elbows, and irregular fittings shall be insulated with preformed sections of pipe insulation prior to installation of metal jacket or PVC cover.
- B. Automatic control valves not requiring vapor barrier insulation shall have removable valve pads.
- C. Pre-fabricated or preformed insulation elements shall be used to the greatest extent where applicable. Loose fiberglass packed into metal jacket covers shall not be used on cold piping. Valves and irregular fittings requiring vapor barrier shall be insulated with preformed sections of pipe insulation and PVC jacket.
- D. Insulation of flanges shall be of such design as to allow flange bolt removal without damage to insulation or adjacent piping. Flange insulation shall consist of removable sectional covering and shall be of suitable size to encircle the flange and of such length that it will, when applied, overlap the adjacent pipe insulation on each end not less than 2".
- E. The Contractor shall have the option on all flanges, valves, and strainers not requiring a vapor barrier to insulate with removable, replaceable pads as specified above for automatic control valves.
- F. Removable insulation on gate, globe, and control valves shall not enclose or restrict access to the valve stem gland packing tightening bolts. Removable insulation may alternatively be constructed to only provide access to the valve's bonnets and bolts, or pressure seal bonnet.
- G. Provide removable insulation on basket type strainer cap to allow servicing of strainer basket.

3.7 INSTRUMENTATION

- A. Control valves, level controllers, level gauges, level transmitters, etc. shall be insulated in such a manner so as to permit easy access for all maintenance components, clear unrestricted view of indicating unit, and easy removal of complete unit without cutting or damaging the insulation.
- B. At instrument connections, the insulation shall be tapered to and around the connection. Continuous vapor barrier shall be maintained.

- C. Instrument valves shall be insulated in such a manner so handle assemblies are readily accessible and not restricted, calibration ports on manifold assemblies are easily accessible and easy valve removal or in-line maintenance, as applicable, can be performed without cutting or damaging the insulation.
- D. Vents and drains in instrument piping shall be insulated in such a manner so as not to restrict venting and draining.
- E. Calibration tees in instrument piping shall be insulated in such a manner so as to permit easy access.

3.8 PIPE COVERING PROTECTION

- A. Provide pipe cover protection at clevis hangers and trapeze hangers on all insulated piping as follows, unless otherwise indicated:
 - 1. For all insulated piping 1 1/4" or smaller, insulation as herein specified shall be continuous through hanger locations. Protect insulation with insulation protection shield.
 - 2. For all insulated piping 1 1/2" and larger, provide insulated pipe support at hanger. Locate on the same diameter as the insulation. Vapor barrier shall be continuous through hanger and shield location for all cold piping.

3.9 EQUIPMENT

- A. Provide lug nuts for 10 gauge black annealed iron wire welded to the metal surfaces for securing block insulation.
- B. Finish depressions and cavities in equipment surfaces with blocks and insulating cement to provide a base for block insulation (Class 6); finish curved surfaces to conform to curves of surface being covered; finish other surfaces true and smooth; reinforce insulation at openings and corners with metal beading; leave access doors, moving parts, labels and code stamps uncovered. Finish insulation around openings to assure accessibility.
- C. Secure block insulation with 1/4" wide stainless steel bands spaced at maximum 18" centers. Where block insulation is reduced in dimension, space bands as required; fasten to large nuts or wire weld to shells after fastening into place with metal bands; cover entire area of block insulation with 1" hexagonal wire mesh, and apply 1/2" thick insulating cement over entire surface, applied in two (2) coats.
- D. Apply insulation around removable heads on pumps, tanks, and heaters to permit access without disturbing the insulation. Secure 12 gauge weld pins to heads and secure insulation with speed clips.
- E. Finish insulation on equipment with 6 oz canvas applied with Foster 30-36 adhesive, or equivalent.
- F. Hydraulic Separator Tanks:
 - 1. Insulate with 2" thickness Class 5 glass fiber.
 - 2. Wrap insulation with 1" hexagonal wire mesh secured tight and finished smooth with 1/2" thick insulating cement troweled on in two (2) coats and covered with 6 oz canvas applied with Foster 30-36 adhesive.

- G. Heating Water Supply Pumps: Insulated with 1" thickness Class 5 glass fiber. Finish as above. Maintain serviceability.

WARRANTIES

- H. The Contractor shall warrant that materials furnished and installed be free of defects for a period of one (1) year from the time the system is completed. In the event of delays, liability shall not be held to exceed eighteen (18) months from the date of completion and timely acceptance of work covered by the contract.
- I. If a defect occurs in materials, workmanship, or application within the stated time, the Contractor shall promptly repair or replace the defect to the satisfaction of the **Owner**.

INSULATION SCHEDULE "A" FOR PIPING

See Paragraph 3.10 and 3.11 for Ductwork and Equipment.

	Insul. Class/Notes	Fluid temp. Range (°F)	Run-outs Up to 2"	<u>Branches, Mains, and Loops</u>			
				1" and Less	1 1/4" to 2"	2 1/2" to 4"	5" to 8"
<u>MECHANICAL:</u>							
Heating Hot Water	1	105-200	1/2"	1.5"	2"	2"	2"

Notes:

- a. Insulation to be Class 1 in plenums. Class 1 or Class 9 otherwise. Per Specifications, unicellular elastomeric cell meeting smoke and flame rating acceptable alternate.
- b. Piping in exterior and unheated portions of building shall be insulated to protect against freezing. 1" thickness required.
- c. Piping inside building shall be insulated to protect building from condensation water.

"Run-outs" are defined as piping that is 12'-0" long or less and that is connected to fixtures or individual terminal units.

"Branches, Mains, and Loops" are defined as circulating piping and piping that is over 12'-0" long and that is connected to fixtures or individual terminal units.

**** END OF SECTION ****

**SECTION 15701
HOT WATER HEATING SYSTEM**

PART I - GENERAL

1.1 GENERAL

- A. The General Conditions, any Supplementary Conditions, Section **15050**, *Mechanical General*, and Division **1** are hereby a part of this Section as fully as if repeated herein.

1.2 SUBMITTALS

- A. Within fifteen (15) days after signing or receiving a letter of intent to sign a Contract, submit for review Electronic PDF of a complete list of materials proposed for use, accompanied by manufacturer's data sheets giving sizes, capacities, etc. Such list shall include:
1. Boilers and Associated Devices.
 2. Pumps and Appurtenances.
 3. Valves and Unions.
 4. Expansion Tanks.
 5. Expansion Joints and Flexible Connections.
 6. Pipe Fittings
 7. Controls (provide Wiring Schematic Drawings).
 8. Pressure Gauges, Thermometers, Air Vents, Strainers, and Suction Diffusers.
- B. No substitute materials or equipment may be installed without the written approval of the **Engineer**.

PART II - PRODUCTS

2.1 PRODUCTS

- A. Pump: Close-coupled, single stage, split case design of bronze fitted construction operating at **1800** RPM. Pump internals shall be capable of being serviced without disturbing piping connections. Pump shall have a mechanical seal, enclosed impeller, statically and dynamically balanced rotary parts keyed to the shaft, and secured by suitable locking cap screw. Motor shall meet NEMA Specifications, be suitable for industrial use, and be fitted with regreasable ball bearings. Pump shall be factory tested and furnished by **Bell & Gossett.No exception.**
- B. Pressure Relief Valves: Boiler shall be provided with one or more temperature and relief valves constructed and installed in strict accordance with the ASME boiler and Pressure Vessel Code, Section VIII. The aggregate relieving capacity

of the relief valves shall be no less than that required by the above mentioned code. This discharge from the valves shall be installed as indicated.

C. Water Piping:

1. Piping: Hard copper water tube Type "L", conforming to ASTM B88 with wrought copper fittings per ANSI/ASME B16.22.
2. Valves: All valves shall be the product of a single manufacturer, Crane, ITT Grinnell, or Milwaukee, 125 PSIG steam service or 200 PSIG water service rated. Ball valves shall be used up to 2" size on water piping systems.
 - a. Gate Valves: Screwed, rising stem, union bonnet, bronze valve with integral tapered seats, Milwaukee #1151 or approved equal.
 - b. Globe Valves: Screwed union bonnet, bronze valve, gland packed, 150 PSIG, steam disc, Milwaukee #590 or approved equal.
 - c. Ball Valves: Ball valves shall be full port, rated for 200 PSIG, ITT Grinnell, or approved equal.
 - d. Drain Valves: Provide where indicated and at all low points in piping consisting of valve with hose thread adapter for standard garden hose with cap and chain. Same manufacturer as gate, globe, and check valves.
3. Unions: Mueller #C-107 in copper piping; Stockham Figure 694 galvanized malleable iron, brass seat in steel lines; Epcoc dielectric unions where copper connects to steel.
4. Thermometers: Adjustable angle type, liquid in glass, union connection, and brass separable socket. 30°F to 240°F range, 1-degree division, H.O. Terice or approved equal.
5. Pressure Gauges: Grade 2A, accurate to within 1/2% of scale range, Bourdon tube spring type with 4 1/2" dial with recalibrating screws. Each gauge installed with necessary piping, including necessary shut-off needle valve and pressure snubber, as required, H.O. Terice or approved equal.
6. Manual Air Vents: Construct manual air vents from short vertical sections of full diameter pipe to form air chamber. Provide 1/8" brass needle valve at top of chamber. Provide at all coils. (No air chamber required in part of header.) Provide 1/4" x 18" long soft copper drain tube.
7. Automatic Air Vents: Float type with isolating valve, brass or semi-steel body, copper float, stainless steel valve and valve seat. Suitable for system operating temperature and pressure. Provide at all system high points.
8. Combination Check, Shut-Off, and Balance Valve: Angle or straight type with threaded or flanged cast iron body and bronze disc and seat with tappings for pressure drop reading. Provide on discharge side of base

mounted centrifugal pumps where indicated. Bell & Gossett triple duty valve or approved equal.

9. Combination Pump Inlet and Strainer Fitting: Angle type suction guide fitting with flanged cast iron body, steel or cast iron guide vanes, and removable stainless steel strainer. Provide on suction side of base mounted centrifugal pumps where indicated. Bell & Gossett suction diffuser or approved equal.
10. Balancing Valves: Shall be calibrated type balance valves with provisions for connecting to portable differential pressure meter. Meter connections to have built-in check valves. Integral pointer shall register degree of valve opening. Furnish charts indicating flow, valve position, and meter reading. Provide on water outlet from coils at heat exchangers and main branch circuits. Bell and Gossett circuit setter or approved equal.
11. Flexible Connections: Hot water pumps, Metraflex T-1-T full pipe size or equal.

D. Pipe Hangers and Supports:

1. See Section 15050, Mechanical General for additional requirements and Drawings for additional data.
2. Superstrut C-727 UL and FM approved solid rods and rod clips.
3. Supports and Beam Clamps: Superstrut C-769.
4. Trapeze Hangers: Superstrut A-1200 channel with pipe clamps and guides as required. Include type to be used in submittal.
5. Riser Clamps: Superstrut C-720.
6. Offset Pipe Clamps: Superstrut or approved equal.
7. Sway-Bracing: Where hanger rods on individual hangers on horizontal runs of 2 1/2" pipe and larger (1 1/4" and larger in all mechanical rooms) and on all trapeze hangers 12" in length or longer, there shall be one 3/16" x 1 1/4" steel angle brace (Superstrut A-1200 channel acceptable) bolted to every other pipe hanger clamp and anchored to the wall or ceiling. Stays to structure shall rise at a 45° angle and be anchored as indicated. Successive braces shall be installed on opposite sides of the pipe run.
8. Plumbers tape or sheetmetal straps shall not be used for hanging or supporting of pipes.
9. Space hangers and supports for horizontal copper tubing according to the following schedule.

Pipe Size	Maximum Spacing
3/4" and 1"	6'-0"
1 1/4"	7'-0"
1 1/2"	8'-0"

2"	9'-0"
2 1/4" to 3"	10'-0"

10. Pipe Covering Protection: Provide pipe cover protection at clevis hangers and trapeze hangers on all insulated piping as follows, unless otherwise indicated:
- a. For piping 1 1/4" or smaller, Superstrut Fig. 167 insulation protection shield.
 - b. For piping 1 1/2" and larger, Superstrut Fig. 167 insulation protection shield with section of rigid insulation per Section **15250, Insulation**.
- E. Expansion Tank: Steel Bladder Type expansion tank shall be constructed and bear the label of the ASME Boiler and Pressure Vessel Code Section VIII for 125 PSIG at 240°F.
- F. Pump: Provide combination suction diffuser and strainer on pump inlet independently supported from the pump. Attach pump to equipment base with four (4) cap nuts and per manufacturer's recommendations. Install pressure gauges, valves, etc. as indicated on Drawings and as specified herein.
- G. For insulation, See Section **15250, Insulation**.

PART III - EXECUTION

3.1 PIPING - GENERAL

- A. Thoroughly clean all pipe and maintain in clean condition during construction, temporarily capping or plugging ends of pipe when not being worked on.
- B. Cut pipes accurately to measurements established at the site and work into place without springing or undue forcing and out of way of openings, ductwork, and equipment. Pipe or tubing shall be cut square with tubing cutting (hack sawing not allowed). Burrs shall be removed by reaming. Piping shall be so installed as to permit free expansion and contraction without causing damage to building structure, pipe, joints, or hangers. Changes in direction shall be made with fittings. Horizontal supply mains shall pitch up in the direction of flow as indicated. The slope shall not be less than 1" in 40'-0". Reducing fittings shall be used for changes in pipe sizes.
- C. Run piping concealed except as noted otherwise with vertical lines plumb and horizontal lines installed to maintain uniform slope. Run piping square with building lines.
- D. Arrange piping for drainage at low points; place drain valves to be accessible.
- E. Isolate all non-insulated lines from hangers and clamps with Trisolator fittings, and from structural members with 1/4" thick felt pads. Provide reduced pressure type backflow prevention devices at domestic water connection to hot water system. Provide accessory drain fitting and piping to drain on backflow preventer.

- F. Unless otherwise specified, pipe and fitting installation shall conform to the requirements of ANSI B31.1.
- G. Make up screw joints with approved pipe joint compound applied to male threads only.
- H. Solder joints in copper tubing with 95-5 solder and flux. All joints to be cleaned bright before soldering. Wipe excess solder from joint while hot.
- I. Install unions at connections to all equipment, pumps, coils, regulating valves, etc. 2 1/2" and smaller. Install flanges for 3" and larger connections. Provide dielectric fittings at dissimilar metals.
- J. Flanges and unions shall be faced true. Flanges shall be made square and tight and provided with 1/16" gasket.
- K. Provide compensation for expansion by means of expansion joints, off-sets, or loops whether or not indicated on the Drawings.
- L. Provide a complete system of air elimination, including manual and automatic air vents. Install vents in accessible locations. Pitch piping toward vent.
- M. Where changes in pipe size occur use only reducing fittings.
- N. Place escutcheons, stamped from 16 gauge steel and chromium plated, on pipes passing through sleeves in walls, floors, or ceilings where exposed to a view within a finished area. Caulk in all other lines as detailed.
- O. Support piping where necessary at sufficiently close intervals to keep it in alignment and to prevent sagging. Support as specified under pipe hangers and supports.
- P. Anchor vertical risers with brackets or clamps not less than 8'-0" on center to make rigid.

3.2 **EQUIPMENT INSTALLATION**

- A. Install items in accordance with manufacturer's instructions and to conform to Drawings and Specifications.

3.3 **AIR VENTS**

- A. Provide automatic type at concealed system high points and where large air quantities can accumulate. Provide enlarged air collection standpipes.
- B. For auto type air vents, provide 1/4"Ø vent tubing. Arrange to drain in coil drain pans if coil pan is drained, or other indirect drain. Drain to outside of building where approved by **Engineer**.

3.4 **THERMOMETERS**

- A. Thermometers shall be provided in piping where indicated and shall be so located as to be easily read from the floor. Thermometers shall be located not more than 7'-0" above the floor. On thermally insulated piping, stand-off mounting brackets, bases, adapters, or extended tubes shall be provided. These items shall provide clearance not less than the thickness of the insulation. Stand-off

mounting items shall be integral with the thermometer or standard accessories of the thermometer manufacturer.

3.5 PRESSURE GAUGES

- A. Gauges shall be installed where indicated. Gauge cocks and snubbers shall be provided. Gauges shall be installed in such manner as to be accessible and easily read. Gauges shall be located not more than 7'-0" above the floor. Gauges shall be connected by brass pipe and fittings with shut-off cocks. Where gauges are installed on thermally insulated surfaces, stand-off mounting devices, as specified for thermometers, shall be provided.

3.6 CLEANING, ADJUSTING, AND TESTING

- A. Cleaning and Adjusting: Prior to any covering being installed, the newly installed heating system, including the boiler, shall be filled with a solution consisting of 1 lb of caustic soda or 3 lb of trisodium phosphate per 100 gal of water and operated at approximately 150°F for a period of 24 to 48 hours. The system shall then be drained and thoroughly flushed out with fresh water. Strainers and valves shall be thoroughly cleaned. Prior to testing and balancing, air shall be removed from all water systems by operating the air vents. Temporary measures, such as piping the overflow from vents to a collecting vessel, shall be taken to avoid water damage during the venting process. Manual air vents shall be plugged or capped after the system has been vented. Equipment shall be wiped clean with all traces of oil, dust, dirt, or paint spots removed. System shall be maintained in this clean condition until turned over to **Owner**. Bearings shall be properly lubricated with oil or grease as recommended by the manufacturer. Control valves and other miscellaneous equipment requiring adjustment shall be adjusted to setting indicated or directed.
- B. Testing: After cleaning newly installed, water piping shall be hydrostatically tested at a pressure equal to 50 PSI for a period of time sufficient to inspect every joint in the system, and in no case less than 2 hours. No loss of pressure will be allowed. Leaks found during tests shall be repaired by the Contractor by remaking joints, replacing pipe or fittings at no additional cost to the **Owner**. Caulking or resoldering of joints will not be permitted. Concealed and insulated piping shall be tested in place before covering or concealing.
- C. Balancing:
1. The complete boiler plant shall be tested and balanced.
 2. Adjust all water flows to be within $\pm 15\%$ of specified. All balance valves shall be locked in position and indelibly marked.
 3. Prove the correct operation of all controls, including heat exchanger, pump controls, and control valves. Report on control system operation shall be a conspicuous part of Balance Report.
 4. The Installing Contractor shall provide labor and materials as indicated on the Drawings to assist the balancing agency in the performance of their work.
 5. Balancing valves and "Pete's" plugs shall be furnished and installed by the Mechanical Contractor as indicated on the Drawings, and as necessary to facilitate the measurements by the balancing agency.

6. At the completion of the balancing operation, provide the **Owner** with electric copy (PDF) of the water balance data showing:
 - a. Required GPM and actual measured GPM for each boiler, and each pump.
 - b. Name plate data on all equipment with actual voltage, RPM, and AMP draw as balanced.
 - c. Pressure differential across pumps and boiler.

3.7 **CONTROLS**

- A. A complete system shall be provided. System shall include all components required to provide temperature control as indicated on the Drawings or specified.

3.8 **INSTRUCTION BOOK**

- A. See Section **15050**, *Mechanical General*.

**** END OF SECTION ****

APPENDIX A:
BID FORMS FOR SUBMITTAL

BID COVER SHEET



CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

BID COVER SHEET

FOR

**SUNSET CENTER BOILER REPLACEMENT
2020-041-005 Re-Bid**

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Cover Sheet (this sheet)	_____
2. Bid Proposal	_____
3. Bid Schedule	_____
4. Declaration of Bidder/Acknowledgement of Addenda/ Example Projects	_____
5. References	_____
6. Subcontractor's List	_____
7. Non-collusion Declaration	_____
8. Debarment and Suspension Certification	_____
9. Bid Bond	_____
10. Certification of Workers Compensation Insurance	_____

Failure to include required items, included those identified above may result in your bid being deemed non-responsive resulting in rejection of your bid.

By: _____
Company Name Signature



CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS
FOR

**SUNSET CENTER BOILER REPLACEMENT
2020-041-005 Re-Bid**

BID PROPOSAL

To the Honorable City Council
City of Carmel-by-the-Sea
City Clerk
Eastside of Monte Verde
Between Ocean and Seventh Avenues
Carmel-by-the-Sea, CA 93921

The undersigned declares to have carefully examined the location of the proposed work, that the Scope of Work and Specifications, as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Scope of Work and Specifications for the lump sums prices set forth in the following schedule.

BID APPROVAL:

PRINCIPAL/ OWNER

COMPANY

DATE: _____

**SUNSET CENTER BOILER REPLACEMENT
2020-041-005 Re-Bid**

BID SCHEDULE

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Mobilization and Demobilization	1	LS		\$
2	Boiler Replacement	1	LS		\$
GRAND TOTAL:					\$
GRAND TOTAL: (In Words)			(In Figures) \$		

Do not enter "N/A" or leave any bid item blank in the Bid Schedule. If a bid item amount is zero, enter \$0.00. If a bid item is included elsewhere, enter \$0.00. Please enter fully burdened hourly rates for ALL items, including rates for Subcontractors if the Bidder cannot directly provide the labor or equipment listed.

DECLARATION OF BIDDER RE: LICENSE QUALIFICATIONS

Bidder certifies he/she possesses a California license in accordance with a State Act providing for the registration of Contractors. License No. _____, Class: _____, Expiration date: _____

THE FOREGOING INFORMATION IS TRUE AND CORRECT AND IS EXECUTED UNDER PENALTY OR PERJURY IN

_____ COUNTY, CALIFORNIA, ON _____, 201__.

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

(If firm is an individual, so state. If a firm or co-partnership, state the firm name and give the names of person authorized to execute the declaration on its behalf.)

FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

Signature

Printed Name and Title

The Bidder shall list below any and all addenda issued for this project. Failure to list issued addenda will result in a non-responsive bid:

<u>ADDENDA</u>	<u>DATE RECEIVED</u>	<u>INITIAL</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

EXAMPLE PROJECTS

Bidder shall list at least three (3) jobs of a similar nature completed by Bidder's organization within the past three (3) years. (Please include Reference Contact Information on the following page.)

Date Completed	Dollar Amount	Organization	Job Type	Project Location

REFERENCES

List at least three (3) organizations of similar size, billing numbers and frequency where the same/similar services, as stated herein, have been provided. (Note: lack of three comparable agencies will not disqualify proposer.)

ORGANIZATION

Project Title: _____

 Contact Person Title

 Address P.O. Box City State Zip

 Phone Number Email

ORGANIZATION

Project Title: _____

 Contact Person Title

 Address P.O. Box City State Zip

 Phone Number Email

ORGANIZATION

Project Title: _____

 Contact Person Title

 Address P.O. Box City State Zip

 Phone Number Email

REFERENCE CHECKS:

The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the Contractor's performance on previous assignments.

SUBCONTRACTOR’S LIST

The Bidder shall list below the name, the location of the place of business, and the California Contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder’s total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder’s total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this _____ day of _____, 201__ in _____ [City], _____ County, California.

Signature

Printed Name and Title

Company

DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state, federal, or local agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any state, federal, or local agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this _____ day of _____, 201__ in _____ [city], _____ County, California.

Signature

Printed Name and Title

Company

BID BOND

(To be Submitted with Bid)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **the City of Carmel-by-the-Sea** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: Sunset Center Boiler Replacement 2020-041-005 Re-Bid

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to ten percent (10%) of the Basis of Award or grand total of the base bid.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

[CONTINUED NEXT PAGE]

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agents or representatives.

(Bidder/Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

(Email address)

CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

(Contractor Name)

By: _____
(Signature)

(Company)

APPENDIX B:
**SAMPLE CONTRACT,
PERFORMANCE BOND,
PAYMENT BOND**

SAMPLE CONTRACT

**CITY OF CARMEL-BY-THE-SEA
AGREEMENT FOR CONTRACTOR SERVICES**

Contractor name

Project Service

Contract #

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of _____, 2020, between the City of Carmel-by-the-Sea, a municipal corporation ("City") and _____, a _____, ("Contractor") whose current and valid Contractor's License # _____, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on _____ and shall remain and continue in effect until tasks described herein are completed, but in no event later than _____, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Contractor shall perform the tasks described and set forth in Exhibit "A," attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit "A." Exhibit "A" may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

3. **PERFORMANCE**

a) Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

c) Contractor acknowledges that it is familiar with City's policies for the protection of trees and agrees to take all reasonable precautions to protect trees not subject to trimming or removal from damage which might be cause during the work to be performed. (See Carmel-by-the-Sea Municipal Code Chapter 12.28).

d) At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

e) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions thereof.

f) Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section. Contractor further agrees to indemnify and hold City, its officers and employees harmless for any such violation of law or regulation, as further set out under paragraph 11 of this agreement.

g) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

h) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Contractor acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

i) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "D" attached to and part of this agreement. To insure performance, Contractor and any subcontractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the Contract.

j) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

4. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit "E" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Contractor's proposals.

5. CITY MANAGEMENT

The Public Works Director or Project Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approve of all products submitted by Contractor. However, the Public Works Director nor the Project Manager shall have the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Administrator or his designee, shall be authorized to act on City's behalf and to execute all necessary change order documents which enlarge the Tasks to Be Performed, or change Contractor's compensation subject to Section 6 hereof.

6. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "B", attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ (\$_____) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Administrator's Contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any Contract amendments that exceed the total threshold, require City Council approval. Any Contracts, including Contract amendments that exceed the total threshold, which have not received prior City Council approval, shall be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials supplied by Contractor. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work, materials and parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications of the Contract or any modifications thereof and in compliance with the law.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of intention to terminate. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 6(c).

9. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) In the event that the City Administrator or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, but not the obligation, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records, shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Carmel-by-the-Sea City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit "A" without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section 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. In the event 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. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

12. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

13. INSURANCE

(a) Contractor shall submit and maintain prior to the beginning of and for the duration of this Agreement insurance coverage covering the Contractor and designating the City, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that Contractor's insurance policies shall be primary as respects any claims related to or as the result of Contractor's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. The Additional Insured Endorsement shall not apply to the Professional Liability Insurance.

General Liability:

a. General Aggregate	\$2,000,000
b. Products Comp/Op Aggregate	\$2,000,000
c. Personal & Advertising Injury	\$2,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a. Workers' Compensation	Statutory Limits
b. EL Each Accident	\$1,000,000
c. EL Disease - Policy Limit	\$1,000,000
d. EL Disease - Each Employee	\$1,000,000

Automobile Liability

a. Any vehicle, combined single limit	\$1,000,000
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(b) Other Insurance Requirements

(1) All insurance required under this Agreement must be written by an insurance company admitted to do business in California with a current A.M. Best rating of no less than A: VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

(2) Each insurance policy required by this Agreement shall be endorsed to state that CITY shall be given notice in writing at least thirty (30) days in advance of any cancellation thereof, except CITY shall be given TEN (10) days' notice for nonpayment of the premium.

(3) The general liability and auto policies shall:

(a) Provide an endorsement naming CITY, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 and ISO 20 37 07 04 or their equivalent.

(b) Provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by CITY.

(c) Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.

(d) Provide for a waiver of any subrogation rights against CITY via an ISO CG 24 01 10 93 or its equivalent.

(e) Prior to the start of work under this Agreement Contractor shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Administrator. Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.

(f) The Contractor shall immediately advise the City of any litigation and/or open claims that may affect these insurance policies.

14. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or subcontractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or subcontractors of Contractor only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or subcontractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or subcontractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

15. PREVAILING WAGE

It is further expressly agreed by and between the parties hereto that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which are on file in the Office of the City Clerk and the Department of Public Works, which shall be made available to any interested party on request, which said rates are hereby made a part hereof, incorporated herein by reference as though set forth in full. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the Project.

Pursuant to Senate Bill 222 City is required to withhold from any progress payments owed to a Contractor any amount that has been forfeited as penalties, or as wages owed to employees who have not been paid the prevailing wage for work performed. This allows the intervention by the Division of Labor Standards Enforcement, which is headed by the State Labor Commission, in a Contractor's lawsuit for recovery of amounts withheld by an awarding body. All withheld wages and penalties will be transferred to the Labor Commissioner for disbursement in those cases where a Contractor fails to bring a lawsuit for amounts withheld within ninety (90) days after completion of the public works Contract and formal acceptance of the job by the awarding body. The Labor Commissioner is then permitted to intervene in any lawsuit brought by the Contractor against an awarding body for recovery of amounts withheld.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not Contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

18. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

19. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Administrator or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City, through the City Attorney's office, should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with the City and City Attorney's office and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City or the City Attorney's office to control, direct, or rewrite said response.

20. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Robert Harary, P.E.
 Director of Public Works
 P.O. Box CC
 Carmel-by-the-Sea

To Contractor: Name:
 Title:
 Address:
 City, State, Zip

21. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

22. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

23. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive persona and in rem jurisdiction and venue of the aforementioned courts.

24. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

25. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

28. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF CARMEL-BY-THE-SEA:

CONTRACTOR:

By: _____
Chip Rerig, City Administrator

By: _____

(Printed Name)

Date: _____

Date: _____

ATTEST:

By: _____
Britt Avrit, MMC, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Brian Pierik, ESQ, City Attorney

Date: _____

PERFORMANCE BOND

BOND NO. _____

PREMIUM: _____

WHEREAS, The City of Carmel-by-the-Sea, (hereinafter designated as "Obligee") and _____ (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, and identified as project _____ is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and _____ as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of Fifty Thousand Dollars (\$ 50,000) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees as determined by the Court, incurred by obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the Plans or Specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on

By _____

PRINCIPAL

By: _____

PRINCIPAL

By: _____

ATTORNEY-IN-FACT

PAYMENT (LABOR AND MATERIALS) BOND

BOND NO.: _____

KNOW ALL MEN/WOMEN BY THESE PRESENCE that we, _____ as Principal (also referred to herein as "Contractor"), and _____ as Surety, are held and firmly bound unto City of Carmel-by-the-Sea, hereinafter called "OWNER," in the sum of

Fifty Thousand Dollars (\$ 50,000) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Carmel-by-the-Sea for the On-Call Tree Maintenance Services, in accordance with OWNER's Call for Bids documents and Principal's Bid Dated _____, and to which reference is hereby made for all particulars, and is required by said City of Carmel-by-the-Sea to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said Contractor, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this ____ day of _____, 20 ____.

Surety

Principal

By: _____

By: _____

Print Name/Title

Print Name/Title

Address

Address

(_____) _____
Telephone Number

(_____) _____
Telephone Number

Email Address

Email Address

NOTARIAL CERTIFICATE OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.

APPENDIX C:
M3 ENVIRONMENTAL CONSULTING REPORT (HAZMAT)



**ENVIRONMENTAL
CONSULTING LLC**

April 24, 2019

Mr. Cleve Waters IV
Facilities Maintenance Department
City of Carmel-by-the-Sea
P.O. Box CC
Carmel, California 93921
831.620.2075 (p)
831.901.7127(c)

Via email:
cwaters@ci.carmel.ca.us

Re: Limited Pre-Renovation Hazardous Material Inspection of the Boiler Room at the Sunset Center Located at San Carlos and Ninth Avenue in Carmel, California.
M³ Project No. 19160.0 Task 1

Dear Mr. Waters:

At your request, M³ Environmental Consulting, LLC (M³) conducted limited inspections for asbestos-containing material (ACM) and lead-containing paint (LCP) in the boiler room at the Sunset Center located at San Carlos and Ninth Avenue Street in Carmel, California. It is to M³'s understanding that the boiler room is to get new boilers.

The inspection was performed on March 28, 2019 by Ms. Sarah Babcock, California Certified Site Surveillance Technician (CSST) No. 17-5870, Certified Lead in Construction Sampling Technician No. 29488, and Environmental Technician with M³, under the direction of Mr. Chris Gatward, CAC No. 92-0216.

The asbestos inspection was performed to meet the requirements of the Monterey Bay Air Resources District (MBARD) and the California Occupational Safety and Health Administration (Cal-OSHA) asbestos construction standard. The lead inspection was performed to meet the requirements of the Cal/OSHA lead standard and EPA disposal requirements.

Building Description

The subject building was a concrete framed boiler room with a concrete subfloor. The boiler room was separate from the Sunset Center building. The boiler room featured two boilers on concrete pads.

Sampling and Analysis

Asbestos

A total of nine ACM bulk samples were collected and analyzed by PLM using the EPA Method (600/R-93/116, July 1993) "Method for the Determination of Asbestos in Bulk Building Materials". Results of analysis are presented as estimated percentages of asbestos by type (e.g., amosite, chrysotile, crocidolite), as well as types of non-asbestos fibrous materials identified or non-detect (ND).

Lead

One paint chip sample was collected and analyzed for lead. The sample was prepared in the laboratory and analyzed in accordance with EPA Method-SW 846-7420 FAA. Results are presented in percent lead by weight (wt%) for paint, parts per million (ppm) for bulk, and below the reporting limit (BRL) if non-lead containing.

All samples were analyzed by EMC Labs, Inc. in Phoenix, Arizona.

Results

Asbestos

Material No.	Material Description	Sample Locations	Asbestos Content
1	Concrete boiler pad	Boiler room	ND
2	Fiberglass pipe insulation	Boiler room	ND
3	Mudded joints	Boiler room	ND
4	Boiler insulation	Boiler room	ND

Lead

Sample No.	Paint Color	Substrate	Component	Lead Content (wt%)
1L	Green	Metal	Boiler	1.59

Conclusions/Recommendations

Asbestos

- None of the materials were analyzed and determined to contain detectable concentrations of asbestos.
- If any other suspect ACM not identified in this report is found during any renovation or demolition, work should cease and additional sampling and analysis should be performed.

Lead

- Prior to impacting any painted components determined to be lead containing, all flaking, peeling paint should be removed and disposed of from the interior and exterior by a licensed abatement contractor using CDPH certified workers using worker protection and proper engineering controls. All other interior and exterior paint in good condition (not peeling from the substrate) may remain in place during demolition.
- Lead related activities shall not include the use of wire brushing, flame torching, dry scraping, sanding, stripping, abrasive methods, or the use of heat guns unless proper engineering controls and worker protection are in place.
- At the time of removal of any LCP, samples of the lead containing/contaminated waste should be collected and analyzed by the TTLC, STLC and TCLP in order to determine whether wastes are classified as non-hazardous solid or hazardous waste in California or as defined under the RCRA before transportation and disposal to either a Class I, II, or III landfill.
- Contractors bidding for renovation work should be compliant with the requirements of the Cal/OSHA Lead in Construction Standard (Title 8 CCR 1532.1).

Limitations

A reasonable effort is made by M³ personnel to locate and sample suspect materials. However, for any facility the existence of unique or concealed hazardous material debris is a possibility. M³ does not warrant, guarantee or profess to have the ability to locate or identify all hazardous material in a facility. M³'s hazardous material testing, results are applicable for the time that testing was conducted and for the condition of surfaces at the time they were tested. During demolition/renovation operations, materials may be uncovered which were not identified during our assessment. Personnel in charge of demolition/renovations should be alerted to note materials uncovered during these operations, which differ



substantially from those included in this assessment. M³ does not guarantee or warrant that the areas surveyed are safe, nor does M³'s involvement in this property relieve the Owner of any continuing responsibility of providing a safe environment. M³ is not, and has no responsibility as a generator, operator, treater, storer, transporter or disposer of hazardous materials or waste found or identified as a result of M³'s work.

Thank you for the opportunity to perform these services for you. Please call M³ at 831.649.4623 with any questions.

Sincerely,
M³ Environmental Consulting LLC



Sarah Babcock
Environmental Technician
CSST No. 17-5870
CDPH No. 29488



Chris Gatward
Principal
California CAC No. 92-0216

Attachments:

Appendix A – Asbestos Laboratory Results and Chain of Custody
Appendix B – Lead Laboratory Results and Chain of Custody

APPENDIX A
ASBESTOS LABORATORY RESULTS
AND
CHAIN OF CUSTODY

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0217724

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONS.	Job# / P.O. #:	19160.0
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	03/29/2019
	MONTEREY CA 93940	Date Analyzed:	04/03/2019
Collected:	03/28/2019	Date Reported:	04/03/2019
Project Name:	CITY OF CARMEL-SUNSET CENTER	EPA Method:	EPA 600/R-93/116
Address:	BOILER RM, CARMEL-LTD AMC/Pb	Submitted By:	SARAH BABCOCK
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0217724-001 1A	BOILER RM	Concrete Pad, Gray	No	None Detected	Cellulose Fiber Quartz Gypsum Mica Carbonates Binder/Filler	<1% 99%
0217724-002 1B	BOILER RM	Concrete Pad, Gray	No	None Detected	Synthetic Fiber Quartz Gypsum Mica Carbonates Binder/Filler	<1% 99%
0217724-003 2A	BOILER RM	LAYER 1 Pipe Insulation, Orange	No	None Detected	Fibrous Glass Carbonates	98% 2%
		LAYER 2 Wrap, Silver/Beige	No	None Detected	Cellulose Fiber Fibrous Glass Aluminum Carbonates Gypsum Binder/Filler	50% 15% 35%
0217724-004 2B	BOILER RM	LAYER 1 Pipe Insulation, Orange	No	None Detected	Fibrous Glass Carbonates	98% 2%
		LAYER 2 Wrap, Silver/Beige	No	None Detected	Cellulose Fiber Fibrous Glass Aluminum Carbonates Gypsum Binder/Filler	50% 15% 35%
0217724-005 3A	BOILER RM	Mudded Joint/ Coating, Beige/ Lt. Gray	No	None Detected	Fibrous Glass Quartz Carbonates Binder/Filler	15% 85%

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0217724

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONS.	Job# / P.O. #:	19160.0
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	03/29/2019
	MONTEREY CA 93940	Date Analyzed:	04/03/2019
Collected:	03/28/2019	Date Reported:	04/03/2019
Project Name:	CITY OF CARMEL-SUNSET CENTER	EPA Method:	EPA 600/R-93/116
Address:	BOILER RM, CARMEL-LTD AMC/Pb	Submitted By:	SARAH BABCOCK
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0217724-006 3B	BOILER RM	Mudded Joint/ Coating, Beige/ Lt. Gray	No	None Detected	Fibrous Glass Quartz Carbonates Binder/Filler	15% 85%
0217724-007 3C	BOILER RM	Mudded Joint/ Coating, Beige/ Lt. Gray	No	None Detected	Fibrous Glass Quartz Carbonates Binder/Filler	15% 85%
0217724-008 4A	BOILER RM	Insulation, Orange	No	None Detected	Fibrous Glass	100%
0217724-009 4B	BOILER RM	Insulation, Lt. Yellow	No	None Detected	Fibrous Glass	100%


Analyst - Johann Hofer


Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicated or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.

CHAIN OF CUSTODY

EMC Labs, Inc.
 9830 S. 51ST St., Ste B-109
 Phoenix, AZ 85044
 (800) 362-3373 Fax (480) 893-1726

LAB#:	217724
TAT:	3 days
Rec'd:	MAR 29 P.M.
EMC USE ONLY	

COMPANY NAME: M3 Environmental Consulting
9821 Blue Larkspur Lane, Suite 100
Monterey, California 93940

BILL TO: _____
 (If Different Location)

CONTACT: _____
 Phone/Cell: (831) 649-4623
 Email: sarah@m3environmental.com

Now Accepting: **VISA - MASTERCARD**

Price Quoted: \$ _____ / Sample \$ _____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. **TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

****Prior confirmation of turnaround time is required
 ****Additional charges for rush analysis (please call marketing department for pricing details)
 ****Laboratory analysis may be subject to delay if credit terms are not met

2. **TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]

3. **DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]
 (If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. **Project Name:** City of Carmel - Sunset Center, Boiler Rm, Carmel - Ltd ADMP
P.O. Number: _____ **Project Number:** 19160.0

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS			
					ON	OFF	FLOW RATE	
1	1A		See Log	Y	N			
				Y	N			
				Y	N			
				Y	N			
9	4B			Y	N			
				Y	N			
				Y	N			
				Y	N			
				Y	N			

SPECIAL INSTRUCTIONS: Please email results & invoice

Sample Collector: (Print) Sarah Babcock (Signature) _____

Relinquished by: SB Date/Time: 3/28/19 5pm Received by: Diana Federico Date/Time: 3/29/19 9:40

Relinquished by: Diana Federico Date/Time: 3/29/19 4pm Received by: [Signature] Date/Time: 3-29-19 1600

Relinquished by: _____ Date/Time: _____ Received by: _____ Date/Time: _____

** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

APPENDIX B
LEAD LABORATORY RESULTS
AND
CHAIN OF CUSTODY



9830 South 51st Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726
emclab@emclabs.com

LEAD (Pb) IN PAINT CHIP SAMPLES
EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420

EMC LAB #: L74356		DATE RECEIVED: 03/29/19			
CLIENT: M3 Environmental Consulting		REPORT DATE: 04/03/19			
		DATE OF ANALYSIS: 04/02/19			
CLIENT ADDRESS: 9821 Blue Larkspur Lane, Suite 100 Monterey, CA 93940		P.O. NO.:			
PROJECT NAME: City of Carmel – Sunset Center, Boiler Rm, Carmel – Ltd. ACM/Pb		PROJECT NO.: 19160.0			
EMC # L74356-	SAMPLE DATE /19	CLIENT SAMPLE #	DESCRIPTION	REPORTING LIMIT (%Pb by weight)	%Pb BY WEIGHT
1	03/28	1L	Green / Metal / Boiler / Interior	0.308	1.59#


^ = Dilution Factor Changed * = Excessive Substrate May Bias Sample Results **BRL** = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results.

These reports are for the exclusive use of the addressed client and are rendered upon the condition that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. Samples not destroyed in testing are retained a maximum of sixty (60) days.

ANALYST: 
Jason Thompson

QA COORDINATOR: 
Kurt Kettler

CHAIN OF CUSTODY
 EMC Labs, Inc.
 9830 S. 51ST St., Ste B-109
 Phoenix, AZ 85044
 (800) 362-3373 Fax (480) 893-1726

LAB#: 2174356
 TAT: 3-day
 Rec'd: 3/29/19
 EMC USE ONLY

COMPANY NAME: M3 Environmental Consulting
9821 Blue Larkspur Lane, Suite 100
Monterey, California 93940

BILL TO: _____
 (If Different Location)

CONTACT: _____
 Phone/Cell: (831) 649-4623
 Email: sarah@m3environmental.com

Now Accepting: **VISA - MASTERCARD**

Price Quoted: \$ _____ / Sample \$ _____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. **TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

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 ****Additional charges for rush analysis (please call marketing department for pricing details)
 ****Laboratory analysis may be subject to delay if credit terms are not met

2. **TYPE OF ANALYSIS:** [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]

3. **DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]
 (If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. **Project Name:** City of Carmel - Sunset Center, Boiler Rm, Carmel - Ltd AOM/PLM
P.O. Number: _____ **Project Number:** 19160.0

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS		
					ON	OFF	FLOW RATE
			See Log	Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				Y N			

* Very small amount of sample - DF

SPECIAL INSTRUCTIONS: Please email results & invoice

Sample Collector: (Print) Sarah Babcock (Signature) _____

Relinquished by: ASB Date/Time: 3/28/19 5:00 Received by: [Signature] Date/Time: 3/29/19 9:40

Relinquished by: [Signature] Date/Time: 3/29/19 3:50 Received by: [Signature] Date/Time: 3/29/19 3:50

Relinquished by: _____ Date/Time: _____ Received by: _____ Date/Time: _____

In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

