



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

**HARRISON MEMORIAL LIBRARY MEETING ROOM REMODEL  
19-20-006-Re-Bid**

**Non-Mandatory Pre-Bid Conference & Site Tour:**

November 5, 2019 at 9:30 am

Meet at the Harrison Memorial Library NE Corner of Ocean Avenue & Lincoln Street

**Bidder Questions Due by:**

November 12, 2019 at 11:00 am

Direct questions to Robert Estrella, Project Manager at [restrella@ci.carmel.ca.us](mailto:restrella@ci.carmel.ca.us)

All questions must be submitted in writing and submitted by email.

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

November 15, 2019 at 5:00 pm

**Bid Submittal Due Date and Time:**

November 19, 2019 2:00 pm

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

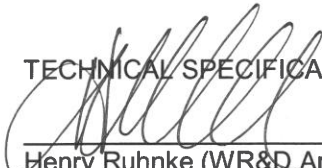
Carmel City Hall Council Chambers

Eastside of Monte Verde Street between Ocean and Seventh 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:

  
Henry Ruhnke (WR&D Architects)  
Principal

DATE:

10/22/19

APPROVED FOR CONSTRUCTION:

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

DATE:

10/22/2019

# HARRISON MEMORIAL LIBRARY MEETING ROOM REMODEL 19-20-006-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 Contractors for the interior alteration to become a new meeting room.

This work includes but is not limited to: relocation of existing bookcases, hazardous material abatement per attached report, selective demolition, electrical & minor mechanical, modification to the existing fire sprinkler system, new framing, insulation, drywall, doors, windows, casework, handrail, paint, carpet, frameless glass partition wall and doors.

**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 November 19, 2019:**

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 a California Class B 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 Harrison Memorial Library Meeting Room Remodel 19-20-006-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.

**NON-MANDATORY PRE-BID CONFERENCE & SITE TOUR**

A Non-Mandatory Pre-Bid Conference & Site Tour is scheduled for 9:30 am on Tuesday, November 5, 2019 at the Harrison Memorial Library. This conference will allow bidders to receive an overview of the Project, see the working area, and ask questions.

**INQUIRIES**

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

<b>All Questions shall be submitted to:</b>	<b>Robert Estrella Project Manager Email: restrella@ci.carmel.ca.us</b>
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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](mailto: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 City of 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 City of 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.

DESIGNER: 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

**HARRISON MEMORIAL LIBRARY MEETING ROOM REMODEL  
19-20-006-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: \_\_\_\_\_

**HARRISON MEMORIAL LIBRARY MEETING ROOM REMODEL  
19-20-006-Re-Bid**

\_\_\_\_\_  
COMPANY

**BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit	Amount
1	Mobilization and Demobilization	1	LS	\$
2	Interior Alterations	1	LS	\$
BASE BID TOTAL (SUBTOTAL A):				\$
BASIS OF AWARD: (In Words)			(In Figures) \$	
BID ADD ALTERNATES				
	Description	Approx. Quantity	Unit	Amount
	ALTERNATE NO. 1	1	LS	\$
	ALTERNATE NO. 2	1	LS	\$
	ALTERNATE NO. 3	1	LS	\$
ALTERNATE TOTAL (SUBTOTAL B):				\$
GRAND TOTAL (SUBTOTAL A + SUBTOTAL B):				\$
GRAND TOTAL: (In Words)			(In Figures) \$	
ALTERNATE NO. 1 (In Words)				
ALTERNATE NO. 2 (In Words)				
ALTERNATE NO. 3 (In Words)				

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 Total Base Bid Items 1 through 2.

## **BID ITEM DESCRIPTIONS**

### **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 Project Manager. 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, 4) Quality Control Plan, 5) all Submittals and Shop Drawings, 6) Electrician Certifications, 7) Temporary Utilities, 8) fringe benefit summary statement, 9) Record Drawings (As-Built), 10) Storm Drainage Best Management Practices, 11) Tree Protection. Also included in this bid item is maintaining the project site, regular cleanup and final cleanup, temporary fencing and staging area, if any.

### **2. Interior Alterations**

Measurement and payment for this item shall be on a lump sum (LS) basis. The work includes but is not limited to: relocation of existing bookcases, hazardous material abatement of ceiling tile glue per attached report, selective demolition of casework, shop drawings, shelving, drywall, electrical & minor mechanical, modification to the existing fire sprinkler system, new framing, insulation, drywall, doors, windows, casework, handrail, paint, carpet and a frameless glass partition wall and doors.

## **BID ALTERNATES**

### **Add Alternate No.1 – Main Service Desk**

Measurement and payment for this item shall be on a lump sum (LS) basis. The work includes but is not limited to: Provide new main service desk (Built-In Casework) as shown in the drawings and described in the specifications.

The base bid shall include demolition in this area.

### **Add Alternate No.2 - Bookcases**

Measurement and payment for this item shall be on a lump sum (LS) basis. The work includes but is not limited to: Provide new bookcases as shown in the drawings and described in the specifications.

The base bid shall include demolition and the installation of power and data in this area.

### **Add Alternate No.3 – Storage Cabinets**

Measurement and payment for this item shall be on a lump sum (LS) basis. The work includes but is not limited to: Construct walls and casework as shown in details 10 & 12/A801.

The base bid shall include demolition, partition wall similar to detail 10 & 12/A80, built-in casework framing, face framing finished with 1x solid wood trim per detail 10/A801, wall finish per Detail 2/A501.

**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.

**LUMP SUM PRICE BREAKDOWN**

Immediately after award of the Contract, 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.

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 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:**

<b><u>ADDENDA</u></b>	<b><u>DATE RECEIVED</u></b>	<b><u>INITIAL</u></b>
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.)

<b>Date Completed</b>	<b>Dollar Amount</b>	<b>Organization</b>	<b>Job Type</b>	<b>Project Location</b>

**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**

---

Contact Person Title

---

Address P.O. Box City State Zip

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Phone Number Email

**ORGANIZATION**

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Contact Person Title

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Address P.O. Box City State Zip

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Phone Number Email

**ORGANIZATION**

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Contact Person Title

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Address P.O. Box City State Zip

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Phone Number Email

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**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)



**SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS**

Product submittals for Bidder proposed “Approved Equal” products must be submitted with their bid. Indicate the product for which the bid is based on by placing a checkmark by the product specified for the proposed equal. If proposing an equal product, provide the information on the spaces under the specified product. See Special Provisions for additional information relating to those products listed:

√	Product	Model Number	Manufacturer	Product Rating/Certification
√	All Glass Entrances		C.R.Laurence	

## **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 Engineer 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 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.

### **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.

**HARRISON MEMORIAL LIBRARY MEETING ROOM REMODEL  
19-20-006-Re-Bid**

**PART IV: SPECIAL PROVISIONS**

**GENERAL**

The work, in general, consists of but is not limited to: furnishing all labor, materials, equipment and services necessary for and incidental to, relocation of existing bookcases, hazardous material abatement per attached report, selective demolition, electrical & minor mechanical, modification to the existing fire sprinkler system, new framing, insulation, drywall, doors, windows, casework, handrail, paint, carpet, frameless glass partition wall and doors as shown or indicated in the Drawings and Specifications.

**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 (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 Twenty Calendar Days (120) from the effective date of the Notice to Proceed.

### **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 Project 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:**
    - Fire Sprinkler Inspection
    - Building Inspections & Final
  - b. **Materials and Materials Certification:**
    - Frameless Glass Laminated & Tempered

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 \$2,000,000 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 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'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 on the project 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**

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 the sum of \$1,200.00 for each and every 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 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 the Contractor 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 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.

### **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.

### **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).

### **TECHNICAL SPECIFICATIONS**

Technical Specification prepared by Wald, Ruhnke & Dost Architects.

M3 Environmental Consulting Hazardous Material Inspection Report

# PROJECT MANUAL

PART IV: TECHNICAL SPECIFICATIONS  
PERMIT SUBMITTAL SET-R3

DIVISIONS 00-16  
ISSUED: SEPTEMBER 5, 2019



Harrison Memorial Library  
Remodel  
Ocean Avenue and Lincoln Street  
Carmel-by-the-Sea, CA 93921



WRD Project #18173  
September 05, 2019

**SEALS**

**Architect's Seal**

The undersigned hereby certifies that the Architectural Technical Specifications in this project manual were prepared by me or under my direct supervision, and that I am duly registered under the laws of the State of California and hereby affix my Professional Seal.



**END OF DOCUMENT**

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**APPENDICES**

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**END OF DOCUMENT 00 01 10**

**SECTION 01 11 00****SUMMARY OF WORK****1.1 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Work of this Contract consists of interior improvements to the existing Historic Public Library Building. The existing Public Library is located at Ocean Avenue and Lincoln Street, Carmel-by-the-Sea, CA 93921. The existing library is zoned CC-Central Commercial; the occupancy is A-3; the construction is V-B Sprinklered. Interior improvements, as further shown and described in the Drawings and other Contract Documents, include but are not necessarily limited to the following:
1. Alteration of existing Reference Room to become a new Meeting Room.
    - a. Relocation of books currently in this Reference Room.
    - b. Removal of existing ceiling tile and installation of new furring and gyp.bd.
    - c. Installation of new glass walls and all-glass doors (see Section 08 42 10, "All-Glass Entrances" and Drawings).
    - d. Construction of new wall with interior windows (see Section 08 55 70, "Fixed Wood Windows" and Drawings).
    - e. Construction of new built-in casework below interior windows (see Section, 06 41 00, "Custom Casework" and Drawings).
  2. Replace existing custom exterior wood door with new custom exterior wood door and associated frame (see Door Schedule, Drawing A301).
  3. Custom Casework, including but not necessarily limited to Main Service Desk and casework within alcove of new meeting room (see Section, 06 41 00, "Custom Casework" and Drawings).
- B. The Work specifically includes all work as represented by the Drawings and Specifications issued for site demolition, construction, and subsequently approved revisions and addenda.
- C. If certain features are not fully shown or called for on the Drawings, their construction shall be of the same character, quality and level of performance as for similar conditions that are shown, called for, or reasonably inferred.
- D. Provide all labor, equipment, and materials required to provide complete, properly operating, and safe building.
1. The extent of the Work, as shown on the Drawings and as described in the Specifications, shall include all that may be reasonably inferred to be required for proper execution or installation of Work and for complete systems.
  2. If certain features are not fully shown or called for on the Drawings, their construction shall be of the same character, quality, and level of performance as for similar conditions that are shown, called for, or reasonably inferred.



- E. The Drawings shall be recognized as diagrammatic in nature and not completely descriptive of all requirements for construction. Whatever Work that may be specified and not drawn or drawn and not specified shall be executed as fully as if described in both these ways. And, should any workmanship or material be necessary that is not either directly or indirectly noted in these Specifications or shown on the Drawings but is nevertheless necessary for properly carrying out the obvious intention thereof, Contractor shall understand it to be implied and shall provide for the same as fully as if it were particularly described or delineated.

## 1.2 DEVIATIONS AND DISCREPANCIES

- A. Should the Contract Documents contradict themselves, Contractor shall provide the more stringent or higher quality or quantity, unless otherwise accepted by Owner.
- B. Deviations from or discrepancies to the Drawings, Specifications, and/or submittal requirements shall be brought to the immediate attention of Project Manager in writing with sufficient details to permit proper analysis. This notification shall be made prior to the continuation or performance of any additional work.

## 1.3 DEFERRED APPROVAL AND DESIGN-BUILD ITEMS

- A. Permits for Deferred Approval and Design Build (Delegated Design) items are the responsibility of the Contractor.
  - 1. Where Drawings and/or Specifications exist for Deferred Approval and Design-Build items, such Drawings and Specifications represent only a general outline of the work required of the Contractor. The actual scope of work shall be as determined by all entities having jurisdiction.
  - 2. The Contractor shall verify the scope of work and permits required for all Deferred Approval and Design-Build items with all entities having jurisdiction and shall include all costs associated with such permits and work in the Contractor's fee. If the scope of work required by all entities having jurisdiction is less than or different from the scope outlined in the Contract Documents, the Contractor shall include the greater scope in their fee or bring the discrepancy to the Project Manager's attention before providing a proposed fee. If the scope of work required by the entities having jurisdiction is greater than the scope outlined in the Contract Documents, the Contractor is responsible for the required scope of work at no additional cost to the Owner.
  - 3. The Contractor is responsible for obtaining the stamps and signatures of qualified engineers as required by all agencies having jurisdiction over the Deferred Approval and Design-Build items.
- B. The Contractor or Contractor's subcontractor shall have a minimum of five years of continuous experience with the type of work included in the Deferred Approval and Design-Build items on projects in the same jurisdiction and of similar type and size to this Project.
- C. Deferred submittal items include drawings and supportive calculations for all modifications to the existing Fire Sprinkler and Fire Alarm systems.

## 1.4 FIELD CONDITIONS

- A. Verify existing conditions and proposed dimensions before commencing Work.
  - 1. Determine dimensions where necessary.

2. Immediately notify Project Manager of any discrepancies and, until they are resolved, do not proceed with affected work.

B. Additional requirements of all parties to the Contract are included in the Contract Forms and Conditions of the Contract.

#### 1.5 HAZARDOUS MATERIALS

A. If any miscellaneous hazardous materials are encountered during selective demolition, immediately notify the Owner's Representative.

B. Do not disturb any material suspected of containing a hazardous material. The Owner will arrange to have any hazardous materials encountered removed under separate contract.

#### 1.6 DEFINITIONS

A. The following definitions apply to the language used in these Specifications.

B. The term "Owner" refers to City of Carmel-by-the-Sea.

C. The term "Architect" refers to the firm of Wald, Ruhnke & Dost Architects, LLP.

D. The term "Contractor" refers to the General Contractor.

E. Where the term "General Conditions" is used, it shall mean "General Conditions of the Contract for Construction."

F. Where the term "Agreement" is used, it shall mean "Agreement between Owner and Contractor."

G. Where the terms, "Plumbing Contractor," "Electrical Contractor," or instances of similar terminology are used, it is for convenience only and shall in no way affect the overall responsibility of the General Contractor.

H. Where the terms "as required" and "required" are used, it shall mean "to meet the Contract Documents, to meet Code requirements, to meet good building practice, to meet the condition prevailing, to meet performance requirements, and to provide complete systems and installations."

I. The term "Project Manager" refers to the Director of Public Works of the City of Carmel-by-the-Sea or his disnee.

#### 1.7 SPECIFICATION AND DRAWING CONVENTIONS

A. The General Conditions, Supplementary Conditions, and Division 01, "General Requirements," apply to the Work of all Sections.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations as scheduled on Drawings.

#### 1.8 LISTING OF RELATED WORK

- A. Listings of related requirements in the various Specification Sections are not complete listings. These listings are provided for information and convenience only and are intended to highlight related or similar work specified in other Sections. Related work listings and omissions from such listings are not intended to control the Contractor in dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade.

#### 1.9 CONTRACTOR'S USE OF SITE

- A. Contractor shall have full use of the premises for the execution of the Work, either exclusively or in conjunction with others performing other construction as part of the Project, within the legal description of the site. Use of additional spaces outside of the Owner's property lines shall be arranged for by the Contractor at its own expense.

#### 1.10 OWNER OCCUPANCY

- A. The Contractor shall allow, subject to City approval, the Owner to take possession of and use any completed or partially completed portion of the structures during the progress of the Work as soon as is possible without interference to the Work. Contractor shall not be responsible for damages caused by Owner or others outside of Contractor's control. Inspect areas to verify existing conditions prior to Owner's occupancy.
- B. Possession, use of structure or Work, and placing and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.

**END OF SECTION 01 11 00**

**SECTION 02 41 19**  
**SELECTIVE DEMOLITION**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Demolition of items indicated on the Drawing D200, "Demotion Plan," and required for completion of the work.
  - a. Remove:
    - 1) Existing casework, counter, bookcases, and shelving as shown on Demolition Plan, D201.
      - a) Confirm items to be removed with Owner before legally disposing of them off-site. See demolition keynote D7, Drawing D201.
    - 2) Existing adhered ceiling tiles and light fixtures as shown on the Demolition Plan, D202. Refer to Electrical Drawings for additional information.
      - a) Leave furring in place.
  - b. Remove and Reinstall:
    - 1) Existing Fire Pull Station and Fire Extinguisher Cabinet and associated Fire Extinguisher.
  - c. Remove and Salvage:
    - 1) Existing signage and TV Monitor.
    - 2) Existing Signage.
2. Disconnecting, capping or sealing, and removing of utilities.
3. Contractor's Demolition Plan.

1.3 DEFINITIONS

- A. Remove: detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.

- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner as directed.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or recycled.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Demolition Meeting: Conduct a pre-demolition meeting at project site before commencing demolition.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review demolition methods and procedures.
  - 3. Review protection measures for existing construction and Building occupants.
  - 4. Report unresolved issues or conflicts to the Project Manager.
  - 5. Review and finalize Demolition Plan and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.

#### 1.5 MATERIALS OWNERSHIP

- A. Items of interest or of value to Owner will be removed prior to Contractor commencing demolition.

#### 1.6 ACTION SUBMITTALS

- A. Demolition Plan as specified below.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Inventory: After demolition is complete, submit a list of items that have been removed and salvaged, not previously removed by Owner, and that may be of value or of use to the Owner.

#### 1.8 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.

#### 1.9 FIELD CONDITIONS

- A. Special care shall be exercised to protect existing improvements and other items to remain.
  - 1. Damage or disturbance to existing facilities and items to remain shall be promptly restored, repaired, or replaced to match existing at no cost to the Owner.

2. If the Contractor has any question as to the extent of demolition or items to remain, Contractor shall notify the Project Manager and request a clarification before proceeding.
3. Protection and maintenance of existing improvements shall include site improvements including the path of travel to and from the Building.

B. Utility Services:

1. Except where utilities are affected by demolition, maintain existing utilities serving occupied portions of the Building and protect against damage during demolition operations.
2. Utilities interfacing with demolition shall be disconnected and sealed before starting demolition operations.

C. Hazardous Materials:

1. A report on the presence of hazardous materials is on file for review and use; see Appendix A. Materials determined to be hazardous will be removed under separate contract. Examine report to become aware of locations where hazardous materials are present.
2. If any additional hazardous materials are encountered during work under this Contract, do not disturb hazardous materials or items suspected of containing hazardous materials and immediately notify Project Manager.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Survey existing conditions and correlate with requirements indicated to determine extent of additional demolition required.
- B. Inventory and record the condition of items to be removed and salvaged.
- C. Photographic documentation of existing conditions prior to execution of work under this Contract is not required. This does not, however, relieve the Contractor of the responsibility of restoring and replacing existing improvements to remain, determined by the Owner as damaged by work under this Contract, at no additional expense to the Owner.

### **3.2 DEMOLITION**

- A. Existing work to be removed shall, in general, be as indicated on the Drawings and shall include other existing materials and work necessary to install new work indicated and specified.
- B. Surfaces to remain, when cut, shall be carefully restored and refinished to provide a continuous, even finish to nearest intersections.

3.3 SALVAGED ITEMS

- A. Where required by the Drawings or specified and when so directed to be salvaged and/or reused, existing materials shall be removed in the most careful manner possible to avoid damage; and, if damaged, such items shall be restored to conditions satisfactory to the Project Manager.

3.4 SITE RESTORATION

- A. Completely fill voids resulting from demolition operations that will not be required by new construction in conformance with respective Specification Sections and as required to maintain existing Building assembly fire ratings.

3.5 REPAIRS

- A. Promptly repair damage to existing improvements to remain.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Except for items or materials indicated to be recycled, salvaged, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage outside of the Contract work area.

**END OF SECTION 02 41 19**

**SECTION 06 41 00**  
**CUSTOM CASEWORK**

**PART 1 - GENERAL**

1.1 SUMMARY

A. Section Includes (but Is Not Necessarily Limited to):

1. Custom casework with plastic laminate counters and facing (see details 1, 2, & 3/A901).
2. Built-in Storage Cabinets with wood windows above (see keynote 10 & 12/A801).
3. Patch and repair existing bookcase (see keynote 10/A201).
4. New Bookcases to match existing (see keynote 11/A201).
5. Electric conduit and junction boxes concealed within casework (where occurs).
6. Preparation of casework for utilities.
7. Finish hardware for casework.

B. Related Sections:

1. Electrical: Division 16; connection of casework power lines to building service, including any adapters for electrical work at Project site; lamps for lighting fixtures.

1.2 REFERENCES

A. American National Standards Institute (ANSI):

1. ANSI A208.2: Medium Density Fiberboard for Interior Use.
2. ANSI/BHMA A156.9: American National Standard for Cabinet Hardware; Builders Hardware Manufacturers Association.
3. ANSI/BHMA A156.18: American National Standard for Materials and Finishes; Builders Hardware Manufacturers Association.

B. Architectural Woodwork Institute (AWI): "Architectural Woodwork Standards," 2nd edition.

C. National Electrical Manufacturers Association (NEMA): NEMA LD3.1: "High-Pressure Decorative Laminates."

D. Woodwork Institute (WI): "Manual of Millwork."

1.3 DEFINITIONS

A. The following definitions shall apply to the Work of this Section and modify the AWI Architectural Woodwork Standards requirements:

1. Exposed Parts:

a. Surfaces visible when:

- 1) Drawer fronts and doors are closed.



- 2) Cabinets and shelving are open-type or behind clear glass doors.
  - 3) Bottoms of cabinets are seen 42 inches or more above finished floor.
  - 4) Tops of cabinets are seen below 78 inches above finish floor, or are visible from an upper floor or staircase after installation.
  - 5) Portions of cabinets visible when fixed appliances or equipment are installed.
- b. Front edges of cabinet body members.
  - c. Interior face of doors and drawer fronts.
2. Semi-exposed Parts:
- a. Surfaces visible when:
    - 1) Drawers/Doors are in open position.
    - 2) Bottoms of cabinets are between 24 inches and up to 42 inches above finish floor.
  - b. All front edges of shelving behind doors.
3. Concealed Surfaces: Surfaces are concealed when:
- a. Surfaces are not visible after installation.
  - b. Bottoms of cabinets are less than 24 inches above finish floor.
  - c. Tops of cabinets are over 78 inches above finish floor and are not visible from an upper level.
  - d. Stretchers, blocking and/or components are concealed by drawers.

#### 1.4 ADMINISTRATIVE REQUIREMENTS

A. Submittal Procedures:

1. Action and Informational Submittals shall be submitted in accordance with Section 01 33 00, "Submittal Procedures."
2. Closeout Submittals shall be submitted in accordance with Section 01 77 00, "Closeout Procedures" and Section 01 78 34, "Warranties."

#### 1.5 SUBMITTALS

A. Shop Drawings: Drawn to scale dimensioned plans, elevations, component profiles, and large scale details for each casework item.

1. Indicate materials, assembly methods, joint details, fastening methods, accessory listings, location of hardware, and schedule of finishes for each casework item.
2. Show mechanical, electrical, and building items in and adjacent to casework.
3. Show locations and types of blocking and other anchors to be built into substrates.

B. Product Data: Cabinet hardware items.

1. Include manufacturer's literature for items which are proposed for use and specified herein only by listing the intended performance requirements.

C. Samples:

WRD Project No.: 18173

1. Verification samples: 8 inches by 10 inches of the following for each type, pattern, color and finish.
  - a. Plastic laminate.
2. Hardware: Drawer and door pulls illustrating finish and profile.

D. Quality Assurance:

1. Certification: Before delivery of casework to jobsite, submit WI Certified Compliance Certificate, and affix Certified Compliance Grade Label to each item.
2. Fabricator qualifications.

1.6 QUALITY ASSURANCE

- A. Standard for Materials and Workmanship: Comply with the applicable requirements of the referenced AWI Standard "Architectural Woodwork Standards" 2nd edition, hereinafter referred to as "woodworking standard."
- B. Where Contract Documents indicate requirements that conflict with or augment the woodworking standard, comply with the more stringent requirements.
- C. Fabricator Qualifications: Firm specializing in quality architectural cabinetwork.
  1. Casework of this Section shall be fabricated by a single firm.
  2. Fabricators not active members of AWI will be considered upon submission of verifiable evidence of experience in successful completion of work similar to work of this Project.
- D. Wood under this Section does not need to be pressure- and or fire-retardant treated.
- E. Hardwood lumber and veneers shall be harvested from "certified" sustainably managed forest sources. Documentation of each source of hardwood lumber shall be submitted for review prior to fabrication. Lumber and veneers for which acceptable documentation is not submitted may be rejected.
  1. "Sustainably managed" shall mean, in addition to other considerations, forests that are being managed through a professionally administered forestry management plan in which timber growth equals or exceeds harvesting rates in both quality and quantity.
  2. Acceptable certifiers shall be the Forest Stewardship Council (FSC).
- F. Coordinate with other Sections for visual match with other Project woodwork.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver products until ambient conditions required can be and are maintained at site storage areas.
- B. Do not deliver casework until wet work, painting, grinding, and similar operations in storage and installation areas which could damage, soil, or deteriorate casework have been completed.
- C. Protect casework during transit, delivery, storage, and handling to prevent damage, soiling, and deterioration.

- D. Comply with the additional requirements specified in Section 01 60 00, "Product Requirements."

## 1.8 PROJECT CONDITIONS

- A. Environmental Requirements:
  - 1. Maintain temperature and humidity in storage and installation areas as required to maintain moisture content of installed casework within a 1 percent tolerance as determined by fabricator. Maintain required conditions from date of delivery through remainder of construction period.
  - 2. During and after installation, maintain the same temperature and humidity conditions in building spaces as will occur after occupancy.
- B. Obtain field measurements and verify dimensions are as indicated on shop drawings before fabricating casework.
- C. Coordinate the work with plumbing and electrical rough-in.

## PART 2 - PRODUCTS

### 2.1 WOOD MATERIALS

- A. Solid Stock:
  - 1. Concealed: Species and grade as specified in woodworking standard for casework construction, unless otherwise indicated.
  - 2. Exposed solid stock shall be Premium Grade to match adjacent wood veneer in species, color, graining, and general appearance.
  - 3. Moisture content at time of fabrication: As specified in woodworking standard.
  - 4. Provide wood dressed on all exposed faces, unless otherwise indicated.
  - 5. Do not use twisted, warped, bowed, or otherwise defective wood.
  - 6. Sizes indicated are nominal, unless otherwise indicated.
  - 7. Do not mark or color wood, except where such marking will be concealed in finish work.
- B. Wood Veneer:
  - 1. General: Veneers shall conform to WI Premium Grade.
  - 2. Species: Match existing.

### 2.2 PANEL MATERIALS

- A. Plywood: Types, grades, and cores as specified in the woodworking standard, except as otherwise specified.
- B. Particle Board: 3/4 inch thick, conforming to ANSI A208.1, Grade M2 made with moisture-resistant resin.
- C. Medium-Density Fiberboard (MDF): ANSI A208.2, formaldehyde free; "Medite II," 3/4 inch thick, by The Medford Division, SierraPine, Ltd. Medford, OR, or accepted equal.

- D. Hardboard: Tempered Grade, conforming to standards of American Hardboard Association or PS-50; use smooth side exposed.

## 2.3 PLASTIC LAMINATE

### A. Exposed Cabinet Materials:

- 1. Plastic Laminate:
  - a. Countertop Surfaces: Grade HGS.
  - b. Exposed Casework Surfaces: Grade VGS.
- 2. Unless otherwise indicated, provide specified edge-banding on all exposed edges.

### B. Semi-exposed Cabinet Materials:

- 1. Plastic Laminate: Grade VGS.
  - a. Provide plastic laminate for interior faces of doors and drawer fronts and where indicated.
- 2. Thermoset Decorative Panels: Provide thermoset decorative panels for semi-exposed surfaces unless otherwise indicated.
- 3. Unless otherwise indicated, provide specified edge-banding on all semi-exposed edges.

### C. Concealed Cabinet Materials:

- 1. Balanced construction of all laminated panels is mandatory. Unfinished core stock surfaces, even on concealed surfaces, is not permitted.

- D. Manufacturers: Subject to compliance with requirements, provide products by Wilsonart International, or equal.

### E. Materials: High-pressure decorative laminate complying with NEMA LD 3.

- 1. Style/Finish: Refer to Finish Legend, drawing A251.
- 2. Color/Pattern: Refer to Finish Legend, drawing A251.
- 3. Location: Casework countertops and surround at new built-in desks.
- 4. Contact: Miguel Thurston (415-260-2157).

### F. Edgebanding for Plastic Laminate:

- 1. 1mm PVC banding, machine applied.
- 2. 3mm PVC banding, machine applied and machine profiled to 1/8 inch radius.
- 3. Edgebanding locations:
  - a. Cabinet bodies with Door/Drawer face: 3mm PVC.
  - b. Cabinet bodies where open compartment: 3mm PVC.
  - c. Cabinet shelves with Door face: 1mm PVC on front edge only.
  - d. Cabinet shelves where open compartment: 3mm PVC on front edge only.
  - e. Cabinet Door/Drawer faces: 3mm PVC.
  - f. Countertop: 3mm PVC.

4. PVC Color Selections: Select from the Vendor Stock PVC Program, including over 230 pattern, woodgrain and solid colors matched to Wilsonart and Formica laminates.
- G. Edgbanding for Thermoset Decorative Panels: 3mm thick PVC edge and matching or contrasting with thermoset decorative panels.

## 2.4 MISCELLANEOUS MATERIALS

- A. Adhesive: Contact cement, resorcinol, or melamine base type, grade, and class best suited for the intended use.
- B. Fasteners: Size and type to suit application.

## 2.5 HARDWARE

- A. Comply with requirements of BHMA A156.9, Type 2 (Institutional).
- B. Finishes:
  1. Exposed Items: Satin nickel plated brass, 619, clear coat, complying with ANSI/BHMA A156.18.
  2. Concealed Items: Manufacturer's standard finish, complying with applicable product class of ANSI/BHMA A156.9.
- C. Hinges: Provide two per door up to 36 inches high, three per door over 36 inches high.
  1. Totally Concealed, Self-Closing: Häfele #329.07.609 or 618, or accepted equal.
- D. Drawer Slides: Accuride, Knape & Vogt, or accepted equal. Provide two per drawer.
  1. Full depth of drawers; quiet type with nylon ball-bearing rollers; positive pull-out stop.
  2. Type: Side mounted, lift out, full extension.
  3. Capacity, per Pair:
    - a. Pencil Drawers: 50 pounds.
    - b. Box Drawers: 75 pounds.
    - c. File Drawers: 100 pounds.
  4. In addition to capacity, slides shall be sized in accordance with manufacturer's recommendations for drawer width.
- E. Pulls: Unless otherwise indicated, provide one for each door or drawer, two for each drawer 30 inches or wider. Pull designs shall comply with the Americans with Disability Act (ADA).
  1. Wire Type, Metal: 4-inches long, mounted in direction indicated; Häfele #116.39.446, Stanley, EPCO, or accepted equal.
- F. Shelf Supports: Match existing.
  1. End Supported - Clips: Knape & Vogt No. 346, nickel finish, or accepted equal for insertion into 1/4-inch holes.
  2. End Supported - Brackets:

- a. Shelf-Support Clips: Knape & Vogt No. 256, or equal.
  - b. Self Standards: Knape & Vogt No. 255, or equal.
3. Rear Supported:
- a. Standards: Knape & Vogt No. 87.
  - b. Brackets: Knape & Vogt No. 187.
  - c. Shelf Rests: Knape & Vogt No. 211.
  - d. Finish: KV "Anochrome."
- G. Locks:
1. Door: CCL Security Products No. 737, Kenston, or accepted equal, nickel plated.
  2. Drawer: CCL Security Products No. 738, Kenston, or accepted equal, nickel plated.
  3. Locations: All cabinet doors and drawers.
- H. Grommets: Plastic, by Doug Mockett & Co. Inc., Manhattan Beach, CA as specified, or accepted equal.
1. Type: SG Series.
  2. Provide EPP Series where required to accommodate computer plugs.
  3. Color: Match Countertop Finish.
- I. Base Levelers, if Required: Adjustable plastic foot and base for screwing into bottom of cabinet; Hardware Concepts, Inc., Häfele, or equal of design selected by fabricator for casework design, flooring, and conditions of installation. Provide with extensions as required.
- J. Bumper Pads (Silencers): Clear plastic.
- K. Hardware shall be installed by casework fabricator.

## 2.6 FABRICATION - GENERAL

- A. Construction shall conform to AWI casework requirements.
- B. Make job measurements as required for proper fabrication of the work.
- C. Grades:
1. Plastic Laminate Casework: Custom.
  2. Wood Veneered Casework: Premium.
- D. Door and Drawer Front Style: Flush overlay, AWI Style A.
- E. Carcass Construction: Type II.
- F. Minimum Nominal Thicknesses:
1. Doors: 3/4 inch.
  2. Drawers:
    - a. Sides, Backs, and Subfronts: Wood or panel product, 1/2 inch.
    - b. Bottoms: Panel product, 1/4 inch.
    - c. Fronts: Lumber or panel product, 3/4 inch.

3. Body Members: Panel products, 3/4 inch.
  4. Rails: Wood or Panel Products; 3/4 inch.
  5. Shelves:
    - a. Wood: 3/4 inch for spans to 36 inches; 1-1/8 inch for spans up to 48 inches.
    - b. Veneer Core Plywood: 3/4 inch for spans to 36 inches; 1 inch for spans up to 48 inches.
    - c. Medium Density Particle Board or MDF: 3/4 inch for spans to 32 inches; 1 inch for spans up to 42 inches.
  6. Backs: Panel Product; 1/4 inch.
- G. Provide silencers at doors and drawers.
- H. Install hardware, and adjust for proper alignment and operation.
- I. Provide cutouts for plumbing fixtures, inserts, appliances, outlet boxes, fixtures and fittings. Verify locations of cutouts from on-site dimensions. Seal contact surfaces of cut edges.
- J. Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings and transportation facilities.
- K. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
- L. Shop Finishing: Prepare for finishing in accordance with the woodworking standard.
- M. Back Painting: Surfaces of which are not exposed to view at any time and abut walls or floor shall be thoroughly back painted with one heavy coat of finishing material of fabricator's choice before leaving the shop.

## 2.7 FABRICATION - PLASTIC-FACED CASEWORK

- A. Apply plastic laminate finish in full uninterrupted sheet consistent with manufacturer's sizes.
- B. Fit corners and joints hairline; secure with concealed fasteners.
- C. Securely bond laminated plastic to panel product; do not use plywood.
- D. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.
- E. Do not miter corners of laminated plastic.
- F. Cap exposed finish edges of plastic laminate casework with material of same finish and pattern.
- G. Shop Finishing:
  1. Exposed Surfaces: Specified high-pressure laminate.
  2. Semi-exposed Surfaces: Specified cabinet liner, except as otherwise specified.
  3. Apply entire finish in shop, to greatest extent possible. Final touch-up cleaning and polishing may be performed after installation.

## 2.8 FABRICATION - WOOD VENEERED CASEWORK

- A. Finish exposed surfaces with specified veneers. Backs of doors shall be considered exposed.
  - 1. Veneer faces shall be glue spliced. Stitched faces will not be accepted.
    - a. Matching of Adjacent Veneer Leaves: Book match, and End match as required.
    - b. Matching Within Panel Face: Center, Balance match.
    - c. Panel Matching Method: Sequence match panel sets.
    - d. Veneer matching shall be continuous across doors, drawer fronts, and panels.
- B. Finish semi-exposed surfaces with specified cabinet liner, except as otherwise specified.
- C. Transparent Finish: Catalyzed lacquer; WI 3a. [AWI System TR-2].
  - 1. Grade: Premium.
  - 2. Gloss Level: 40 Satin 30-50 degrees in accordance with ASTM D523 60 degree Gloss Meter.

## 2.9 FABRICATION – COUNTERTOPS

- A. Construction Design: High pressure decorative laminate over minimum 3/4 inch thick MDF or specified particle board.
- B. Comply with AWI Custom Grade requirements.
- C. Edge Profile: As indicated on the Drawings.
- D. Backsplash: As indicated on the Drawings.
- E. End Splash: As indicated on the Drawings.
- F. Locate counter butt joints minimum 24 inches from fixture cut-outs.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical and building items affecting casework are placed and ready to receive work.

### 3.2 INSTALLATION

- A. Install cabinetwork plumb and level.
  - 1. Use concealed shims as required.
  - 2. Accurately scribe and closely fit all faceplates, filler strips, and trim strips to irregularities of adjacent surfaces.



3. Anchorage shall comply with WI recommendations and be acceptable for Project seismic requirements.

B. Anchorage for upper cabinets shall be with screws penetrating studs or backing plate.

3.3 ADJUSTING AND CLEANING

A. Adjust moving or operating parts to function smoothly and correctly.

B. After installation, wipe finished surfaces to remove marks of handling, and leave in clean condition.

C. All damaged, stained, scratched, or otherwise disfigured portions of the work shall be touched up, refinished, or replaced to satisfaction of the Project Manager.

**END OF SECTION 06 41 00**

**SECTION 08 42 10**

**ALL-GLASS ENTRANCES – PATCH AND PIVOT HARDWARE SYSTEMS**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. All-glass doors.
- 2. Sidelites.

1.3 SUBMITTALS

- A. Product Data: Submit Manufacturer's product data for all glass entrance systems including:

- 1. Manufacturer's standard details and fabrication method.
- 2. Data on finishing, hardware and accessories.
- 3. Recommendations for maintenance and cleaning of exterior finish surfaces.
- 4. Test data on fabricated door.

- B. Shop drawings for each all glass entrance system are required, including:

- 1. Layout and installation details.
- 2. Elevations at 1/4-inch scale.
- 3. Detail sections of fittings.
- 4. Hardware mounting heights.
- 5. Anchorage and reinforcement.
- 6. Glazing details.

- C. Samples for approval:

- 1. Submit pairs of samples of each specified metal color and finish on 9-inch long sections of extrusions or formed shapes.
- 2. Submit samples of glass approximately 6 inches square showing the edge conditions.

1.4 QUALITY ASSURANCE

- A. Installer qualifications: Engage an experienced installer who has completed installations of all glass entrances similar in design and extent to those required for the project and whose work has resulted in construction with a record of successful in service performance.

- B. Manufacturer's qualifications: Provide all glass entrances produced by a firm experienced in manufacturing entrance systems that are similar to those indicated for this project and that have a record of successful in service performance. All door patch systems must be tested.
- C. Single source responsibility: Obtain all glass entrance systems from a single manufacturer, to ensure full compatibility and warranty of parts.
- D. Design criteria: The drawings indicate the size, profile and dimensional requirements of the all glass entrance system required and are based on the specific types and models indicated. All glass entrances by other manufacturers may be considered, provided deviations in dimensions and profiles are minor and do not change the design concept. The burden of proof of equality is on the proposer.
- E. Safety glass standard: Provide tempered glass components that comply with ANSI Z97.1 and testing requirements of CPSC 16 CFR 1201 Category II.
- F. Testing criteria for Door Patches: The door patch must be tested to perform at least 250,000 cycles without any failures.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all glass entrances and related components in the manufacturer's original protective packaging. Do not deliver entrance units until the work is ready for their installation.
  - 1. Inspect components for damage upon delivery. Unless minor defects in metal components can be made to meet the Project Manager's specifications and satisfaction, damaged parts should be removed and replaced.

#### 1.6 PROJECT CONDITIONS

- A. Field Measurements:
  - 1. Check opening by accurate field measurement before fabrication. Show recorder measurements on shop drawings. Coordinate fabrication schedule with construction progress to avoid delay of the work and possible damage to the finished product.
  - 2. Where necessary, proceed with fabrication without measurement and coordinate fabrication tolerances to insure proper fit.

### **PART 2 - PRODUCTS**

#### 2.1 ACCEPTABLE MANUFACTURERS

- A. Basis of design: Design is based on an "All-Glass" Entrance Door System featuring heavy tempered glass secured to a CRL Patch Hardware System, manufactured by: C.R. Laurence Co., Inc. (CRL), 800-421-6144, 800, [www.crlaurence.com](http://www.crlaurence.com).
  - 1. Subject to compliance with requirements, "all-glass" entrances from other manufacturers meeting the specified requirements may be acceptable

- B. Glass: Provide flat, fully tempered glass in thickness indicated for doors and sidelites. Comply with requirements of ASTM C 1048 for FT (fully tempered), Condition A (uncoated surfaces), Type 1 (transparent) Class 1 (clear) glass. Provide products of thickness indicated that have been tested for surface and edge compression according to ASTM C 1048 and for impact strength according to 16 CFR Part 1201 for Category II materials.
1. Tempered, Laminated: See GL-1, specification Section 08 80 00, "Glazing."
    - a. Outboard Glass Ply: 1/4 inch (6 mm) thick, clear, tempered.
    - b. PVB Interlayer: 0.060 inches, clear.
    - c. Inboard Glass Ply: 1/4 inch (6 mm) thick, clear, tempered.
    - d. Overall Unit Thickness: 9/16 inch.
  2. Edge treatment: Provide machine ground and polished edges for exposed glass edges of doors and sidelites and flat ground edges for butting glass edges.
- C. Fittings, General: Provide CRL Door Patch Fittings in required profile, size and glass thickness indicated. Comply with requirements indicated for kind and form of metal finish.
1. Aluminum: Provide fittings fabricated from aluminum of alloy and temper recommended by manufacturer for use intended and required for application of finish indicated, but not less than strength and durability properties specified in ASTM B 221 for 6063-T5.
- D. Door Patch Systems: Provide door patch systems matching metal and finish of door fittings. The system shall include, but not limited to, door patches, rails, vertical stiles, center locks, and strike housings. Comply with GANA guidelines, and hardware manufacturer requirements for size restrictions. System shall include, but not limited to, inserts, covers, and preparation.
1. Door Rail Profile: 4-inch high tapered door rail to accommodate 1/2-inch glass; "DR4TSA12S" by C.R. Laurence Co., Inc., or approved equal.
    - a. Finish: Satin Anodized.
- E. Accessory Fittings: Provide manufacturer's standard accessory fittings of the type indicated. Comply with requirements indicated for kind and form of metal and finish of door fittings.
1. Overhead Door Stop: Provide overhead door stop systems.
  2. Sidelite Systems: Provide sidelite systems matching metal and finish of door fittings.
- F. Anchors and Fasteners: Manufacturer's standard concealed anchors and fastenings. Do not use exposed fasteners.
- G. Setting Blocks: 100% Silicone to prevent contamination with a Shore, Type A durometer hardness of 85, plus or minus 5.
- H. Glazing Channel and Stop Profiles: aluminum channels supplied by CR Laurence Company.
1. Glazing Channel Profile: Channel; aluminum; 1/8-inch thick with width and height as indicated in the Drawings; see 8/A901.
- I. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- J. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

## 2.2 HARDWARE

- A. General: Provide heavy-duty hardware units as indicated, scheduled or required for operation of each type of door, including the following items of sizes, numbers and type recommended by the manufacturer for the type of service required. Provide metal and finish for exposed parts to match the finish of the door patches.
- B. CRL/Jackson by C.R. Laurence Co., 20104M17 Adjustable Spring Power extended spindle Overhead Concealed Door Closers with adjustable spring power 1 (barrier-free) to 4 (regular) and fits into CRL Standard 4-inch x 1-3/4 inch (102 x 45 mm) Single or Double Door Headers. Closers secure to the insert in the top door patch. Comply with manufacturer's recommendations for closer size, depending upon door size, exposure to weather, and anticipated frequency of use.
- C. Push-Pull Set:
  - 1. 1-1/4 inch diameter heavy wall brass tubing; "LP24ORB," CRL oil rubbed bronze 24 inch ladder style pull handle.

## 2.3 FABRICATION

- A. General: Fabricate all glass entrance components to designs and sizes indicated. Size of door and profile requirements of fittings and hardware are indicated on the drawings.
  - 1. Locate and provide holes and cutouts in glass to receive hardware before tempering glass. Do not permit cutting, drilling or other alterations to glass after tempering.
  - 2. Fabricate work to accommodate required fittings, hardware, anchors, reinforcement, and accessory items.
- B. Prefabrication: Complete fabrication, assembly, finishing, hardware application and other work to the greatest extent possible before shipment to the project site. Disassemble components only as necessary for shipment and installation.
- C. Continuity: Maintain accurate relation of planes and angles with hairline fit of contracting members.

## 2.4 METAL FINISHES

- A. Patch Fittings:
  - 1. Finish: Oil Rubbed Bronze.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
  - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.

2. Presence and functioning of weep systems.
3. Minimum required face and edge clearances.
4. Effective sealing between joints of glass-framing members.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that will leave visible marks in the completed work.

### 3.3 INSTALLATION

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Install all glass entrance door and associated components in accordance with manufacturer's printed instructions and recommendations.

### 3.4 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.

- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

### 3.5 ADJUSTING

- A. Adjust doors and hardware to provide a tight fit at meeting.
  - 1. Verify units level, plumb and true line.
- B. Hardware: Adjust operating hardware to ensure proper operation. Set, seal, and grout floor closer cases. Coordinate cylinder installation.
  - 1. Lubricate hardware and other moving parts.

### 3.6 CLEANING

- A. Clean door and patch surfaces after installation, exercising care to avoid damage to the finish.
- B. Clean glass surfaces after installation, complying with requirements contained in the "Glass and Glazing" section for cleaning and maintenance. Remove excess glazing sealant compounds, dirt or other substances.

### 3.7 PROTECTION

- A. Institute protective measures required throughout the remainder of the construction period to ensure that the all glass entrances do not incur any damage or deterioration, other than normal weathering, at the time of acceptance.

**END OF SECTION 08 42 10**

**SECTION 08 55 70**  
**FIXED WOOD WINDOWS**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
  - 1. Wood direct glazed frame.
- B. Related Requirements:
  - 1. Painting and Coating: 09 90 00.

1.3 REFERENCES

- 1. American Architectural Manufacturers Association (AAMA):
  - 2. AAMA/WDMA/CSA 101/I.S.2/A440-08 "NAFS - North American Fenestration Standard/Specification for windows, doors and skylights."
  - 3. AAMA/WDMA/CSA 101/I.S.2/A440-11 "NAFS 2011 - North American Fenestration Standard/Specification for windows, doors and skylights."
- B. American National Standards Institute (ANSI):
  - 1. ANSI Z97.1 "Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test."
- C. American Society for Testing and Materials (ASTM):
  - 1. ASTM C 1036 "Standard Specification for Flat Glass."
  - 2. ASTM C 1048 "Standard Specification for Heat-Treated Flat Glass - Kind HS, Kind FT Coated and Uncoated Glass."
  - 3. ASTM D 3359 "Standard Test Methods for Measuring Adhesion by Tape Test."
  - 4. ASTM D 5235 "Standard Test Method for Microscopical Measurement of Dry Film Thickness of Coatings on Wood Products."
  - 5. ASTM D 5572 "Standard Specification for Adhesives Used for Finger Joints in Nonstructural Lumber Products."
  - 6. ASTM D 5751 "Standard Specification for Laminate Joints in Nonstructural Lumber Products."
- D. Consumer Products Safety Commission:
  - 1. 16 CFR, Part 1201 "Safety Standard for Architectural Glazing Material."



- E. Window and Door Manufacturers Association (WDMA):
  - 1. AAMA/WDMA/CSA 101/I.S.2/A440-08 "NAFS - North American Fenestration Standard/Specification for windows, doors and skylights."
  - 2. AAMA/WDMA/CSA 101/I.S.2/A440-11 "NAFS 2011 – North American Fenestration Standard/Specification for windows, doors and skylights."
  - 3. WDMA I.S.4 "Industry Standard for Water Repellant Preservative Non-Pressure Treatment for Millwork."

#### 1.4 SUBMITTALS

- A. Product Data: Include the following for each type of window required.
  - 1. Construction details and fabrication methods.
  - 2. Profiles and dimensions of individual components.
  - 3. Data on accessories and finishes.
  - 4. Recommendations for maintenance and cleaning of exposed surfaces.
- B. Shop Drawings: Include information not fully detailed in manufacturer's product data and include the following for each type of window required.
  - 1. Layout and installation details, including anchors.
  - 2. Elevations at 1/4 inch = 1 foot (1:50) scale and typical window unit elevations at 3/4 inch = 1 foot (1:20) scale.
  - 3. Full size section details of typical composite members, including reinforcement and stiffeners.
  - 4. Glazing details.
  - 5. Accessories.
- C. Samples: Submit one corner section.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall have produced types of windows specified for not less than ten years, with similar projects that have been in successful use for not less than ten years.
- B. Obtain wood window units through one source from a single manufacturer.
- C. Safety Glass Standard: Provide products complying with testing requirements of United States Consumer Product Safety Commission's 16 CFR, Part 1201 for Category II materials or as prescribed by local codes. Provide products complying with ANSI Z97.1.
  - 1. Subject to compliance with project requirements, provide safety glass permanently marked with certification label of Safety Glazing Certification Council or another certification agency acceptable to authorities having jurisdiction.
- D. Insulated Glass Certification: Provide insulated glass units permanently marked on spacers or on at least one component pane of units with appropriate certification label of inspecting agency.
- E. WDMA Hallmark Certification: Provide products that have been certified as having been manufactured in accordance with WDMA Hallmark standards. Compliance is verified through

independent third party product testing and semi-annual inspections of the manufacturing facility.

- F. Wood Components Sustainability Standards: Provide products that have been certified by independent third parties and labeled as having been produced in compliance with the accepted principles of sustainable forest management. Current certification systems that meet this standard of sustainability include the SFI™ or Sustainable Forestry Initiative (independent third-party verification), the ISO 14001 EMS program, the FSC (Forest Stewardship Council) system, and the CSA (Canadian Standards Association) certification system.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Ship units with both temporary and permanent NFRC labeling.
  - 1. Temporary label shall indicate that the unit is NFRC certified and include brief product description and thermal or energy performance values.
  - 2. Permanent label shall include manufacturer identification and performance tracking for life of product.
- B. Deliver in original packaging, undamaged, with instructions.
- C. Store off ground and protect from weather.

## 1.7 WARRANTY

- A. Insulated Glass: Provide manufacturer's limited warranty against failure of air seal due to defects in materials or workmanship for period of 20 years from date of manufacture.
- B. Wood Components: Provide manufacturer's 10 year limited warranty against defects in workmanship or materials which might unreasonably affect product's normal functioning.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Drawings and Specifications for product as manufactured by Sierra Pacific Windows, Red Bluff, California, or approved equal.

### 2.2 MATERIALS

- A. Wood:
  - 1. Species: Douglas Fir, kiln dried to moisture content of 6 to 12 percent at time of fabrication; water-repellent preservative treated in accordance with WDMA I.S.4.
  - 2. Interior Exposed Wood: Solid clear, suitable for painting.
- B. Glazing: Provide manufacturer's standard glazing material.
  - 1. Thickness: 1-3/16 inch.
  - 2. Assembly: Laminated IGU consisting of the following:

- a. 1/4 inch clear glass.
- b. 1/2 inch airspace (Super Spacer from Quanax).
- c. 3/16 inch clear inner laminated lite.
- d. 0.060 PVB Interlayer.
- e. 3/16 inch clear outer laminated lite.

## 2.3 FABRICATION

- A. Fabricate units with factory applied flashing paper.
- B. Frame: Fabricate frame and sash members with manufacturer's standard laminated veneer technique.
- C. Basic Jamb:
  1. Basic Jamb Width: 4-9/16 inches.
    - a. Factory apply clear one-piece extension jambs as necessary to match existing window jambs.
  2. Sash Thickness: 1-3/4 inches.
    - a. Fabricate sash corners with mortise and tenon joints, sealed and mechanically fastened.
- D. Glued and Laminated Components: Comply with ASTM D 5572 and ASTM D 5751.
- E. Glazing:
  1. Fabricate window unit with single lite.

## 2.4 FINISHES

- A. Exterior Wood Surfaces: Factory apply acrylic latex primer.
- B. Interior Exposed Wood: Factory apply acrylic latex primer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Site Verification of Conditions: Verify installation conditions previously established under other sections are acceptable for product installation in accordance with manufacturer's instructions.
- B. Verify that field measurements are acceptable to suit window unit tolerances.
- C. Verify sill plate is level.
- D. Verify supports and anchors are correctly and securely positioned.

- E. Verify wood frame walls are dry, clean, sound, well-nailed, free of voids, and without offsets at joints. Ensure that nail heads are driven flush with surfaces in opening and within 3 inches of corner.
- F. Scheduling of installation implies that substrate and conditions are prepared and ready for product installation. Proceeding with installation implies installer's acceptance of substrate and conditions.

### 3.2 PREPARATION

- A. Coordinate window installation with wall flashings and other built-in components.

### 3.3 INSTALLATION

- A. Install window units and components in accordance with manufacturer's instructions and approved shop drawings, in compliance with specified performance requirements, and to provide weather-tight construction.
- B. Anchor components rigidly and securely to building structure, plumb and level, accurately fitted, and free from distortion or defects.
- C. Fit exposed connections to form tight hairline joints.

### 3.4 CLEANING

- A. Clean interior and exterior surfaces immediately after installation in accordance with manufacturer's recommendations for cleaning and maintenance.
- B. Remove temporary labels from surfaces.
- C. Remove and replace glass damaged during construction period.

### 3.5 PROTECTION

- A. Protect window units from damage or deterioration until Substantial Completion.

**END OF SECTION 08 55 70**

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## SECTION 08 80 00

### GLAZING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section includes:
  - 1. Glass for windows and interior borrowed lites.
  - 2. Glazing sealants and accessories.
- B. Related Requirements:
  - 1. Section 08 42 10, "All-Glass Entrances."
  - 2. Section 08 55 70, "Fixed Wood Windows."

##### 1.3 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.
- C. IBC: International Building Code.
- D. CBC: California Building Code.

##### 1.4 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

##### 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 2. Review temporary protection requirements for glazing during and after installation.

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1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For glass.
- C. Sample Warranties: For special warranties.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.
- B. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- C. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.10 FIELD CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
  - 1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or are below 40 deg F (4.4 deg C).

**PART 2 - PRODUCTS**

2.1 MANUFACTURERS

- A. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type.

- B. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.

## 2.2 PERFORMANCE REQUIREMENTS

- A. General: Installed glazing systems shall withstand normal thermal movement and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; deterioration of glazing materials; or other defects in construction.

## 2.3 GLASS PRODUCTS

- A. Fully Tempered Float Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear), Quality-Q3.
  - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.

## 2.4 GLASS TYPES

- A. GL-1: Tempered, Laminated.
  - 1. Outboard Glass Ply: 1/4 inch (6 mm) thick, clear, tempered.
  - 2. PVB Interlayer: 0.060 inches, clear.
  - 3. Inboard Glass Ply: 1/4 inch (6 mm) thick, clear, tempered.
  - 4. Overall Unit Thickness: 9/16 inch.
- B. GL-2: Clear Tempered Glass: 1/2 inch (12mm) thick, clear, tempered float, in locations as indicated and as required by code.
- C. GL-3: Insulated, Laminated.
  - 1. Outboard Glass Ply: 1/4 inch (6 mm) thick, clear, tempered.
  - 2. Spacer Frame: Aluminum, clear finish.
    - a. Gap: 1/2 inch, air filled.
  - 3. Inboard Glass Ply: Laminated, tempered.
    - a. 3/16 inch thick, clear, tempered.
    - b. PVB Interlayer: 0.060 inches, clear.
    - c. 3/16 inch thick, clear, tempered.
  - 4. Overall Unit Thickness: 1-3/16 inch.

## 2.5 GLAZING SEALANTS

- A. General:
  - 1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates,



- under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
  3. Colors of Exposed Glazing Sealants: As selected by Project Manager from manufacturer's full range.
- B. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.

## 2.6 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
1. AAMA 804.3 tape, where indicated.
  2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
  3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
  2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

## 2.7 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, with requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Cylindrical Glazing Sealant Backing: ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

## 2.8 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
- C. Grind smooth and polish exposed glass edges and corners.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
  - 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
  - 2. Presence and functioning of weep systems.
  - 3. Minimum required face and edge clearances.
  - 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

### 3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.

- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm).
  - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
  - 2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
- J. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- K. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

### 3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until right before each glazing unit is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

### 3.5 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

### 3.6 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

### 3.7 CLEANING AND PROTECTION

- A. Immediately after installation remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.

- D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

**END OF SECTION 08 80 00**

**SECTION 09 90 00**  
**PAINTING AND COATING**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes: Painting and painter's finish on exposed exterior and interior surfaces to complete the finishing of the Work.
- B. Items Not Included in This Section:
  - 1. Factory-prefinished items as specified in various Sections.
  - 2. Painting specified elsewhere and included in respective Sections, including but not necessarily limited to, shop priming.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Perform painting work in proper sequence with work of other trades so as to avoid damage to finished work.

1.4 ACTION SUBMITTALS

- A. Schedule: Proposed manufacturers products grouped by System using same System identification included in these Specifications.
- B. Product Data: Manufacturer's technical information for each product scheduled including paint label analysis and application instructions.
- C. Color Samples:
  - 1. Appropriately label and identify each sample, including location and application. Include specification designation number, manufacturer's name, color number, and gloss units.
  - 2. Gypsum Board: Prepare on gypsum board with specified level of finish, 18 inches square.
  - 3. Wood: Prepare on type and quality of wood specified, 12 inches square or long as applicable.
  - 4. Other Surfaces: Prepare on hardboard, 8 inches square.
  - 5. Each sample shall have stepped finish, clearly showing each coat and build-up of specified finish. Submit separate samples for each required gloss level.
  - 6. Resubmit samples as requested until required sheen, color, and texture are achieved.

## D. Sustainable Design:

1. General:
  - a. Submit information necessary to establish and document compliance with the 2016 California Green Building Standards Code (CALGreen).
2. The following information shall be provided:
  - a. Printed statement of volatile organic compounds (VOCs) of adhesives, sealants, and sealers applied inside the weatherproofing.
  - b. Printed statement of volatile organic compounds (VOCs) of field-applied paints and coatings inside the weatherproofing.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Statement of applicator qualifications.

## 1.6 MAINTENANCE SUBMITTALS

- A. At completion of the Work, deliver to Owner extra stock of paint of each color used in each coating material used.
- B. Containers shall be full, tightly sealed, and clearly marked.

## 1.7 QUALITY ASSURANCE

- A. Unsuitability of Specified Products: Claims concerning unsuitability of any material specified (or inability satisfactorily to produce the Work) will not be entertained, unless such claim is made, in writing, to Project Manager before beginning of application.
- B. Single-Source Responsibility:
  1. To the maximum extent practicable, select a single manufacturer to provide all materials required by this Section, using additional manufacturers to provide systems not offered by the selected principal manufacturer.
  2. For each individual system:
    - a. Provide primer and other undercoat paint produced by same manufacturer as finish coat.
    - b. Use thinner within manufacturer's recommended limits.
- C. Applicator Qualifications:
  1. Not less than 5 years of documented experience in painting work similar in scope to work of this Project.
  2. Maintain a crew of painters who are fully qualified to satisfy requirements of this Section.
  3. Provide field test reports verifying that floor paint and striping meet specified requirements for slip resistance.

## D. Field Samples:

1. Request review, by the Project Manager, of first finished area, room, space, or item of each finish type or color scheme required for color, texture, and workmanship.
2. Except as otherwise specified, finish a 10-foot length of partition and ceiling for each color scheme required, at locations selected by Project Manager.
3. Finish a portion of other items as directed by Project Manager.
4. Request review by Project Manager for color, texture, and workmanship.
5. Modify selected colors, if requested by Project Manager, to achieve desired effect.
6. Use accepted surface as the Project standard for each color scheme.

## E. Primers:

1. Provide finish coats that are compatible with prime paints used.
2. Review other Sections of these Specifications in which prime paints are to be provided in order to ensure compatibility of total coatings system for various substrates.
3. Upon request, furnish information to other Sections regarding characteristics of finish materials proposed for use.
4. Provide barrier coats over incompatible primers, or remove and re-prime as required.
5. Notify Project Manager, in writing, of any anticipated problems arising from using specified coating systems with substrates primed by other Sections.

## 1.8 DELIVERY, STORAGE, AND HANDLING

## A. Deliver materials to Project site in original, new, unopened packages and containers bearing the manufacturer's name and label and the following information:

1. Name or title of material.
2. Manufacturer's stock number and date of manufacture.
3. Manufacturer's name.
4. Contents by volume for major pigment and vehicle constituents.
5. Thinning instructions.
6. Application instructions.
7. Color name and number.

## B. Store materials in tightly covered containers. Maintain containers in a clean condition, free of foreign materials and residue.

## C. Store materials at ambient temperature of between 45 degrees F minimum and 90 degrees F maximum, in a well-ventilated area.

## D. Ensure that storage area is neat and orderly.

## E. Take precautionary measures to prevent fire and health hazards.

## 1.9 FIELD CONDITIONS

## A. Ambient Conditions:

1. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be stored and applied.
2. Do not apply finish in areas where dust is being generated.



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3. Provide lighting level of at least 80 foot-candles, measured mid-height at substrate surface.
  4. Provide continuous ventilation and heating to prevent accumulation of hazardous fumes.
- B. Protection: Cover or otherwise protect finished work of other trades and surfaces not being painted concurrently or not to be painted.

#### 1.10 WARRANTY

- A. Color and Life of Film:
1. At the end of 1 year, colors of surfaces shall have remained free from serious fading. Variations (if any) shall be uniform.
  2. Materials shall have their original adherence at end of 1 year. There shall be no evidence of blisters, running, peeling, scaling, chalking, streaks, or stains at end of this period.

### **PART 2 - PRODUCTS**

#### 2.1 MANUFACTURERS AND PRODUCTS

- A. Products are specified under "Paint Systems" in Part 3 below and are manufactured by Sherwin-Williams, unless otherwise indicated.
- B. Materials selected for coating systems for each type surface shall be the product of a single manufacturer or shall be acceptable to manufacturer of finish coating for system.
- C. If more than one quality level of product type is marketed, use material of highest quality.

#### 2.2 ACCESSORY MATERIALS

- A. Spackling Compound: Standard gypsum board compound.
- B. Thinner: As recommended by each manufacturer for the respective product.

#### 2.3 COLORS

- A. Paint Colors: Match Existing.
- B. Colors scheduled may have manufacturer identifications other than the acceptable manufacturers listed above. The listing is solely for the purpose of conveying color information and does not imply manufacturer's approval or waiver of the requirement that all coatings be from the same manufacturer, unless a specific system is not available from the primary manufacturer.
- C. Submit samples of selected colors as specified in Part 1 above.
- D. Areas or surfaces indicated as black, either on the Drawings or in the Specifications, shall be so painted, unless specifically directed otherwise.

## 2.4 MIXING AND TINTING

- A. Deliver coatings ready mixed to jobsite.
- B. Accomplish job mixing and job tinting only if required for multi-component coatings and for adjustment to finish applied to field test areas to achieve color acceptable to Project Manager.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
  - 1. Report, in writing, conditions that may affect application, appearance, or performance of paint.
- B. Substrate Conditions:
  - 1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
    - a. Concrete: 12 percent.
    - b. Masonry (Clay and CMU): 12 percent.
    - c. Wood: 15 percent.
    - d. Gypsum Board: 12 percent.
    - e. Plaster: 12 percent.
  - 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
  - 3. Proceed with coating application only after unsatisfactory conditions have been corrected.
    - a. Application of coating indicates acceptance of surfaces and conditions.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. General:
  - 1. Broom-clean rooms and spaces before commencement of the work.
  - 2. Verify that surfaces to be painted are dry, clean, smooth, and free from deleterious materials.
  - 3. Protect hardware, nameplates, switch plates, lighting fixtures, stainless steel, aluminum, and other surfaces that are not to be painted by masking, removal, or by other means to ensure a neat job.
  - 4. Locate and install scaffolding and staging so as not to interfere with the work specified in other Sections.

- B. Wood, General:
  - 1. Cleaning and Sanding:
    - a. Remove handling marks and effects of exposure to moisture with a thorough, final sanding over all exposed surfaces, using 150-grit or finer sandpaper.
    - b. Clean and vacuum before applying sealer or finish.
  - 2. Wood to Receive Opaque Finish: Fill nail holes, cracks, open joints, and other defects with filler after priming coat has dried. Color shall match finish color.
- C. Gypsum board shall be prepared and finished for painting as specified in Section 09 29 00, "Gypsum Board."
- D. Metals:
  - 1. Remove mill scale, rust, and corrosion.
  - 2. Clean oils, grease, and dust from surfaces.
  - 3. Touch up chipped or abraded areas in shop coatings, using appropriate primer.
  - 4. Soluble Salts: Removal of soluble salts from bare metal and galvanized metal surfaces, both interior and exterior, is required prior to application of primer coats to preclude premature coating failure and accelerated corrosion.
    - a. Removal shall be in accordance with SSPC-Guide 15, "Field Methods for Retrieval and Analysis of Soluble Salts on Steel and Other Nonporous Substrates."
    - b. Abrasive blasting, where specified as a required surface preparation procedure, shall be performed after removal of soluble salts. Abrasive blasting is not an acceptable procedure for removal of soluble salts.
- E. Ductwork: Clean visible galvanized portion of ductwork interiors with solvent, and wipe clean.
- F. Surfaces that cannot be prepared or painted as specified shall be immediately brought to the attention of the Project Manager, in writing.
  - 1. Starting of work without such notification will be considered acceptance by the Contractor of surfaces involved.
  - 2. Replace unsatisfactory work caused by improper or defective surfaces, as directed by Project Manager.

### 3.3 FACTORY FINISHING AND PRIMING

- A. Pertinent Work and Requirements Specified Elsewhere: Review all Sections for products that are to be factory finished or factory (shop) primed.
- B. Touch-up: Touch up abrasions in prime coat immediately after products arrive on jobsite and as required prior to application of finish coats.

### 3.4 APPLICATION

- A. Shop-fabricated and finished metal and millwork items shall be shop spray finished to the greatest extent possible.

- B. Do not apply initial coating until moisture content of surface is within limitations recommended by paint manufacturer.
- C. Application:
  - 1. Apply paint with suitable brushes, rollers, or spraying equipment.
  - 2. Stairs, guardrails, steel doorframes, and other exposed metal requiring field finish painting shall be sprayed to the fullest extent conditions will permit. If brush or roller application is used, surface finish shall be subject to review by the Project Manager for complying with the appearance requirements specified herein.
  - 3. Apply coatings in accordance with manufacturer's recommendations.
  - 4. Rate of application shall be within limits recommended by paint manufacturer for surface involved.
- D. Spray-Gun Application, "Standard Coatings":
  - 1. Spray-apply standard paints only with airless sprayer.
  - 2. Apply in fine, even spray, without addition of thinner, using nozzle pattern suitable to surface being painted.
  - 3. When necessary, follow by brushing to ensure uniform coverage and to eliminate wrinkling, blistering, and air holes.
  - 4. If spraying becomes detrimental to equipment or objectionable to personnel, brush painting will be required.
- E. Comply with recommendation of product manufacturer for drying time between succeeding coats.
- F. Finish coats shall be smooth and free from brush marks, streaks, laps or pileup of paints, and skipped or missed areas.
- G. Leave all parts of moldings and trim clean and true to details with no undue amount of paint in corners and depressions.
- H. Make edges of paint adjoining other materials or colors clean and sharp, with no overlapping.
- I. Refinish whole area where portion of finish is not acceptable.
- J. Equipment adjacent to walls shall be disconnected, using workmen skilled in appropriate trades, and moved to permit wall surfaces to be painted. Following completion of painting, they shall be expertly replaced and reconnected.
- K. Top and bottom edges of all doors shall receive same paint system finish required for door faces.
- L. Paint visible surfaces behind vents, registers, or grilles flat black.
  - 1. Prepare exposed metal as specified, then prime and paint as scheduled.
  - 2. Spray-paint wherever practicable.
- M. Do not paint over fire-rating labels, fusible links, or sprinkler heads.
- N. Exposed Plumbing and Mechanical Items: Items without factory finish such as conduits, pipes, access panels, and items of similar nature shall be finished to match adjacent wall and ceiling surfaces, unless otherwise directed.

### 3.5 CLEANING

- A. Touch up and restore finish where damaged.
- B. Remove spilled, splashed, or spattered paint from all surfaces.
- C. Do not mar surface finish of item being cleaned.
- D. Leave storage space clean and in condition required for equivalent spaces in Project.

### 3.6 PAINT SYSTEMS

#### A. General:

- 1. Only major areas are scheduled, but miscellaneous and similar items and areas within room or space shall be treated with suitable system.
- 2. This Specification shall serve as guide and is meant to establish procedure and quality. Confer with the Project Manager to determine exact finish desired.
- 3. Number of coats scheduled is minimum. Additional coats shall be applied at no additional cost as required to hide base material completely, produce uniform color, and provide required and satisfactory finish.

#### B. Surfaces Not to Be Painted:

- 1. Prefinished wall, ceiling, and floor coverings.
- 2. Items with factory-applied final finish.
- 3. Concealed ducts, pipes, and conduit.
- 4. Surfaces specifically scheduled or noted on the Drawings as not to be painted.

#### C. Acceptance of Final Colors: Final coat of paint for both exterior and interior shall not be applied until colors have been accepted by the Project Manager.

#### D. Gloss and Sheen Ratings: Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following limits in conformance with Master Painters Institute, Inc. (MPI) Standards according to ASTM D523. Not all of the Gloss Levels are necessarily scheduled or used on this Project.

- 1. Gloss Level 1: Matte or Flat; not more than 5 units at 60 degrees and 10 units at 85 degrees.
- 2. Gloss Level 2: Velvet or Low Sheen; not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees.
- 3. Gloss Level 3: Eggshell; 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees.
- 4. Gloss Level 4: Satin; 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees.
- 5. Gloss Level 5: Semi-gloss; 35 to 70 units at 60 degrees.
- 6. Gloss Level 6: Gloss; 70 to 85 units at 60 degrees.
- 7. Gloss Level 7: High Gloss; more than 85 units at 60 degrees.

#### E. Clarification of System Terminology:

- 1. Interior paint Systems are specified and identified herein by initial letters "INT."
- 2. Exterior paint Systems are specified and identified herein by initial letters "EXT."
- 3. Initial numbers for each System identify the substrate to be coated summarized as follows with further clarification included with the System description:

CODE	DESCRIPTION
3	Plaster or Concrete
4	Masonry
5	Metal
6	Wood
9	Gypsum Board

4. Letter following substrate numbers identify the general finish coat chemistry summarized as follows:

CODE	DESCRIPTION
A	Standard acrylic
F	Epoxy
H	Aliphatic Polyurethane
M	High dispersion acrylic polymer

5. Hyphenated suffix identifies the topcoat gloss levels.

F. Interior Painting Systems:

INT 6.3A-5

Standard Performance Acrylic on Doors and Millwork, Gloss Level 3

1 coat	Zero VOC "Pro Mar 200" B28W02600	Vinyl acrylic primer (if not shop primed)
2 coats	Zero VOC "Pro Mar 200" B31-2600	Vinyl Acrylic semi-gloss

INT 9.2A-5

Standard Performance Acrylic on Gypsum Board, Gloss Level 3

1 coat	Zero VOC "Pro Mar 200" B28W02600	Vinyl acrylic primer
2 coats	Zero VOC "Pro Mar 200" B31-2600	100% Acrylic semi-gloss

INT 9.2K-3

Latex finish over alkyd primer on Plaster Surfaces, Gloss Level 3

1 coat	Loxon Primer A24W8300	Latex primer
2 coats	Zero VOC "Pro Mar 200" B31-2600	100% Acrylic semi-gloss

**END OF SECTION 09 90 00**

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## SECTION 10 14 23

### PANEL SIGNAGE

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Room-identification signs.
  - 2. Code-required signage including:
    - a. Occupant load signs at assembly-type rooms.
    - b. Emergency evacuation.
    - c. Non-illuminated exit signs.

##### 1.3 COORDINATION

- A. Furnish templates for placement of sign-anchorage devices embedded in permanent construction by other installers.
- B. Furnish templates for placement of electrical service embedded in permanent construction by other installers.

##### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For panel signs.
  - 1. Include fabrication and installation details and attachments to other work.
  - 2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
  - 3. Show message list, typestyles, graphic element, including raised characters and Braille, and layout for each sign at least half size.
- C. Samples for Verification: For each type of sign assembly showing all components and with the required finish(es), in manufacturer's standard size unless otherwise indicated and as follows:
  - 1. Room-Identification Signs: Full-size Sample.



- D. Sign Schedule: Prepare for all signage. Include, as a minimum, identifying tag, sign location using same Room and location identification shown on the Drawings, graphics and text for sign, type cross referenced to shop drawings, colors, quantity, and any notes necessary to describe unique characteristic of sign. Use same designations specified or indicated on Drawings or in a sign schedule.

## 1.5 QUALITY ASSURANCE

- A. Furnish products of a single manufacturer for each sign type and graphic image processes indicated.
- B. Fabricator/Installer Qualifications: A firm currently and regularly manufacturing and installing sign programs and with documented on time, successful experience providing sign programs similar to that required for this Project.

## 1.6 FIELD CONDITIONS

- A. Field Measurements: Verify locations of anchorage devices and electrical service embedded in permanent construction by other installers by field measurements before fabrication, and indicate measurements on Shop Drawings.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver signs to site at time of installation. Do not store signs on site.

## 1.8 WARRANTY

- A. Manufacturer's Standard Product Warranties:
  - 1. Acrylic Elements: Manufacturer's 5 year warranty against yellowing, cracking, crazing or other visible and performance defects.
  - 2. Paint Coating: Manufacturer's 5 year warranty against defects in materials including fading, peeling, and blistering.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in 2010 Americans with Disabilities Act Design Guidelines and California Building Code Chapter 10 and 11B for signs.
  - 1. Braille Application: Precisely formed, uniformly opaque to comply with relevant ADA regulations and the requirements indicated for size, style, spacing, content, positions and colors.
    - a. Braille to be relieved 1/32 inch minimum from plaque surface by manufacturer's photomechanical stratification processes.
    - b. Translation of sign copy to be the responsibility of the manufacturer.

## 2.2 SIGNS

- A. Panel Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
1. Solid-Sheet Sign Acrylic sheet with finish specified in "Surface Finish and Applied Graphics" Subparagraph below and as follows:
    - a. Thickness: Manufacturer's standard for size of sign.
  2. Mounting: Manufacturer's standard method for substrates indicated.
  3. Surface Finish and Applied Graphics
    - a. Integral Acrylic As selected by Project Manager from full range of industry colors.
  4. Text and Typeface: Arial.
  5. Flatness Tolerance: Sign panel shall remain flat or uniformly curved under installed conditions as indicated and within a tolerance of plus or minus 1/16 inch (1.5 mm) measured diagonally from corner to corner.
- B. Room-Identification Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
1. Laminated-Sheet Sign: Photopolymer face sheet with raised graphics laminated over to acrylic or phenolic backing sheet to produce composite sheet.
    - a. Color(s): As selected by Project Manager from manufacturer's full range.
  2. Mounting: Manufacturer's standard method for substrates indicated.
  3. Text and Typeface: Accessible raised characters and Braille.

## 2.3 PANEL-SIGN MATERIALS

- A. Acrylic Sheet: ASTM D4802, category as standard with manufacturer for each sign, Type UVF (UV filtering).
- B. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by manufacturer for optimum adherence to surface and are UV and water resistant for colors and exposure indicated.
- C. Anchors and Inserts: Nonferrous metal or hot-dipped galvanized anchors and inserts as required for corrosion resistance.

## 2.4 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signage, noncorrosive and compatible with each material joined, and complying with the following:
1. Use concealed fasteners and anchors unless indicated to be exposed.
  2. Exposed Metal-Fastener Components, General:
    - a. Fabricated from same basic metal and finish of fastened metal unless otherwise indicated.

- B. Adhesive: As recommended by sign manufacturer.
- C. Two-Face Tape: Manufacturer's standard high-bond, foam-core tape, 0.045 inch (1.14 mm) thick, with adhesive on both sides.
  - 1. Double-sided urethane foam tape, 3M #4016, or accepted equal.
  - 2. Double-sided acrylic foam: 3M "VHB" Series, or accepted equal.

## 2.5 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
  - 1. Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.
  - 2. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
  - 3. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
  - 4. Provide rebates, lugs, and brackets necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.
- B. Shop- and Subsurface-Applied Vinyl: Align vinyl film in final position and apply to surface. Firmly press film from the middle outward to obtain good bond without blisters or fishmouths.
- C. Brackets: Fabricate brackets, fittings, and hardware for bracket-mounted signs to suit sign construction and mounting conditions indicated. Modify manufacturer's standard brackets as required.
  - 1. Aluminum Brackets: Factory finish brackets with baked-enamel or powder-coat finish to match sign-background color unless otherwise indicated.

## 2.6 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Directional Finishes: Run grain with long dimension of each piece and perpendicular to long dimension of finished trim or border surface unless otherwise indicated.
- D. Organic, Anodic, and Chemically Produced Finishes: Apply to formed metal after fabrication but before applying contrasting polished finishes on raised features unless otherwise indicated.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of signage work.
- B. Verify that sign-support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.
- C. Verify that anchor inserts are correctly sized and located to accommodate signs.
- D. Verify that electrical service is correctly sized and located to accommodate signs.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 INSTALLATION**

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
  - 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
  - 2. Install signs so they do not protrude or obstruct according to the accessibility standard.
  - 3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
  - 4. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- B. Room-Identification Signs and Other Accessible Signage: Install in locations on walls as indicated and according to accessibility standard.
- C. Mounting Methods:
  - 1. Adhesive: Clean bond-breaking materials from substrate surface and remove loose debris. Apply linear beads or spots of adhesive symmetrically to back of sign and of suitable quantity to support weight of sign after cure without slippage. Keep adhesive away from edges to prevent adhesive extrusion as sign is applied and to prevent visibility of cured adhesive at sign edges. Place sign in position, and push to engage adhesive. Temporarily support sign in position until adhesive fully sets.
  - 2. Two-Face Tape: Clean bond-breaking materials from substrate surface and remove loose debris. Apply tape strips symmetrically to back of sign and of suitable quantity to support weight of sign without slippage. Keep strips away from edges to prevent visibility at sign edges. Place sign in position, and push to engage tape adhesive.
  - 3. Shim-Plate Mounting: Provide 1/8-inch- (3-mm-) thick, concealed aluminum shim plates with predrilled and countersunk holes and where other direct mounting methods are impractical. Attach plate with fasteners and anchors suitable for secure attachment to substrate. Attach signs to plate using method specified above.

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- D. Field-Applied, Vinyl-Character Signs: Clean and dry substrate. Align sign characters in final position before removing release liner. Remove release liner in stages, and apply and firmly press characters into final position. Press from the middle outward to obtain good bond without blisters or fishmouths. Remove carrier film without disturbing applied vinyl film.
- E. Signs Mounted on Glass: Provide opaque sheet matching sign material and finish onto opposite side of glass to conceal back of sign.

### 3.3 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

**END OF SECTION 10 14 23**

**SECTION 10 44 00**

**FIRE PROTECTION SPECIALTIES**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
  - 1. Fire extinguishers.
  - 2. Fire extinguisher cabinets.
- B. Related Requirements:
  - 1. Painting and Coating: Section 09 90 00.
  - 2. Panel Signage: Section 10 14 23.

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM):
  - 1. A1008: "Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable."
  - 2. C1048: "Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass."
  - 3. E814: Standard Test Method for Fire Tests of Penetration Firestop Systems."

1.4 ACTION SUBMITTALS

- A. Product Data: Manufacturer's specifications and installation instructions for extinguishers and cabinets. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for fire protection cabinets.
  - 1. Fire Protection Cabinets: Include roughing-in dimensions, details showing mounting methods, relationships of box and trim to surrounding construction, door hardware, and cabinet type, trim style, and panel style.
- B. Shop Drawings: For fire protection cabinets. Include plans, elevations, sections, details, and attachments to other work.
- C. Maintenance Data:
  - 1. For fire protection cabinets to include in maintenance manuals.

2. For fire extinguishers to include in maintenance manuals.

D. Warranty: Sample of special warranty.

#### 1.5 QUALITY ASSURANCE

A. Fire-Rated, Fire Protection Cabinets: Listed and labeled to comply with requirements in ASTM E814 for fire-resistance rating of walls where they are installed.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Fabricate and label fire extinguishers to comply with NFPA 10, "Standard for Portable Fire Extinguishers."

D. Fire extinguishers shall be listed and labeled for type, rating, and classification by Factory Mutual (FM) or another independent testing agency acceptable to authorities having jurisdiction and to Owner's insurance company.

E. Meet ADA requirements for mounting height and projection from wall.

F. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to fire protection cabinets including, but not limited to, the following:

a. Schedules and coordination requirements.

#### 1.6 COORDINATION

A. Coordinate size of fire protection cabinets to ensure that type and capacity of fire extinguishers indicated are accommodated.

B. Coordinate sizes and locations of fire protection cabinets with wall depths.

#### 1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Failure of hydrostatic test according to NFPA 10.

b. Faulty operation of valves or release levers.

2. Warranty Period: Six years from date of Substantial Completion.

**PART 2 - PRODUCTS**

## 2.1 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A1008/A 1008M, Commercial Steel (CS), Type B.
- B. Tempered Break Glass: ASTM C1048, Kind FT, Condition A, Type I, Quality q3, 1.5 mm thick.

## 2.2 FIRE PROTECTION CABINETS

- A. Fire Extinguisher Cabinets: "Architectural" Series by Larsen's Manufacturing Company to match existing, or approved equal.
  - 1. Cabinet:
    - a. Type: Recessed, steel construction.
    - b. Cabinet Trim: Square, 5/16-inch, flat.
  - 2. Door Style: Full Clear Acrylic Door.
  - 3. Size: To fit specified extinguishers.
  - 4. Latching Device: Manufacturer's standard pull handle with self-adjusting roller catch. Provide with "Larsen-Loc" at locations identified by Project Manager.
  - 5. Finish on Door, Trim and Box: Shop-applied electrostatic white powder coat.
  - 6. Lettering: Black die cut in layout approved by Project Manager and acceptable to the City of Carmel-by-the-Sea Fire Department.
  - 7. At Rated Partitions: Where continuity of fire-rated wall assembly is not shown, provide cabinet as above, but provide rated box; "Flame-Shield" by Larsen's, or equal.

## 2.3 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

- A. Fire Extinguishers: Type, size, and capacity for each fire protection cabinet and mounting bracket indicated.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Larsen's Manufacturing Company.
    - b. Amerex Corporation.
    - c. Ansul Incorporated; Tyco International Ltd.
    - d. Badger Fire Protection; a Kidde company.
    - e. J. L. Industries, Inc.; a division of Activar Construction Products Group.
    - f. Kidde Residential and Commercial Division; Subsidiary of Kidde plc.
  - 2. Handles and Levers: Manufacturer's standard.
  - 3. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B and bar coding for documenting fire extinguisher location, inspections, maintenance, and recharging.
- B. Type A: Multipurpose Dry-Chemical Type in Steel Container: UL-rated 2-A: 10-B:C, 5-lb nominal capacity, with monoammonium phosphate-based dry chemical in enameled-steel container.



- C. Type B: Multipurpose Dry-Chemical Type in Steel Container: UL-rated 3-A: 40-B:C, 5-lb nominal capacity, with monoammonium phosphate-based dry chemical in enameled-steel container; "MP5-A" by Larsen's, or equal.
- D. Type C: Class-K Wet Chemical Type in Stainless Steel Container: UL-rated 2-A:K, 20-lb nominal capacity, with potassium bicarbonate-based wet chemical in stainless steel container.
- E. Type D: Clean-Agent Type in Steel Container: UL-rated 5-B:C, 4.75-lb nominal capacity, with HFC blend agent and inert material in enameled-steel container; with pressure-indicating gage.

## 2.4 FABRICATION

- A. Fire Protection Cabinets: Provide manufacturer's standard box (tub) with trim, frame, door, and hardware to suit cabinet type, trim style, and door style indicated.
  - 1. Weld joints and grind smooth.
  - 2. Provide factory-drilled mounting holes.
- B. Cabinet Doors: Fabricate doors according to manufacturer's standards, from materials indicated and coordinated with cabinet types and trim styles selected.
  - 1. Fabricate door frames with tubular stiles and rails and hollow-metal design, minimum 1/2 inch thick.
  - 2. Miter and weld perimeter door frames.
- C. Cabinet Trim: Fabricate cabinet trim in one piece with corners mitered, welded, and ground smooth.

## 2.5 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces of fire protection cabinets from damage by applying a strippable, temporary protective covering before shipping.
- C. Finish fire protection cabinets after assembly.
- D. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- E. Steel Finishes:
  - 1. Surface Preparation: Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning".
  - 2. Baked-Enamel or Powder-Coat Finish: Immediately after cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat. Comply with coating manufacturer's written instructions for applying and baking to achieve a minimum dry film thickness of 2 mils.
    - a. Color and Gloss: As selected by Project Manager from manufacturer's full range.

**PART 3 - EXECUTION**

## 3.1 EXAMINATION

- A. Examine walls and partitions for suitable framing depth and blocking where recessed cabinets will be installed.
- B. Examine fire extinguishers for proper charging and tagging.
  - 1. Remove and replace damaged, defective, or undercharged fire extinguishers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Prepare recesses for recessed fire protection cabinets as required by type and size of cabinet and trim style.

## 3.3 INSTALLATION

- A. Install cabinets and extinguishers where indicated on the Drawings.
  - 1. If not shown, locate to assure a maximum 75-foot travel distance from any given point to an extinguisher.
  - 2. Install fire protection cabinets at heights indicated, or, if not indicated, at heights acceptable to authorities having jurisdiction
  - 3. Securely fasten to solid backing, square and plumb, in accordance with manufacturer's instructions.
  - 4. Fasten mounting brackets to inside surface of fire protection cabinets, square and plumb.
  - 5. Provide inside latch and lock for break-glass panels.
  - 6. Provide fire extinguisher in each cabinet.
- B. Install fire-rated cabinets in rated walls as required to maintain fire separation integrity of partition.
- C. Wherever exact location of units is not shown, locate as directed by the Project Manager.
  - 1. Provide specified mounting brackets for extinguishers not located in cabinets.
  - 2. Secure to mounting surface in accordance with manufacturer's instructions.

## 3.4 ADJUSTING AND CLEANING

- A. Remove temporary protective coverings and strippable films, if any, as fire protection cabinets are installed unless otherwise indicated in manufacturers written installation instructions.
- B. Adjust fire protection cabinet doors to operate easily without binding. Verify that integral locking devices operate properly.
- C. On completion of fire protection cabinet installation, clean interior and exterior surfaces as recommended by manufacturer.

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- D. Touch up marred finishes, or replace fire protection cabinets that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by fire protection cabinet and mounting bracket manufacturers.
- E. Replace fire protection cabinets that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.
- F. Determine the date of Substantial Completion of the Work. Inspect, charge, and tag the fire extinguishers within 10 days before the Substantial Completion date.

**END OF SECTION 10 44 00**

**SECTION 16010**  
**ELECTRICAL GENERAL PROVISIONS**

**PART 1 - GENERAL**

1.1 CONDITIONS & REQUIREMENTS

- A. Refer to the General Conditions, Supplementary General Conditions, and Division 1 General Requirements.
- B. Provisions of this Section shall apply to all Sections of Division 16.

1.2 SCOPE OF WORK

- A. Sections covered in Division 16 are related to one another and shall be considered as a whole. The separation into sections and articles is for clarity purpose only.
- B. Furnish and install all materials and equipment and provide all labor required and necessary to complete the work shown on the drawings and/or specified in all Sections of Division 16 and all other work and miscellaneous items, not specifically mentioned, but reasonably inferred for a complete installation including all accessories and appurtenances required for testing the system. It is the intent of the drawings and specifications that all systems be complete, and ready for operation.

1.3 CODE COMPLIANCE

- A. All work and materials shall comply with the latest rules, codes and regulations, including, but not limited to the following. The code editions being enforced shall be complied with.
  - 1. Occupational Safety and Health Act Standards (OSHA).
  - 2. NFPA #70 \_ California Electrical Code. Before starting installation, contact the City electrical inspector and determine which edition of the Code is being enforced.
  - 3. NFPA #101 \_ Life Safety Code.
  - 4. All other NFPA standards.
  - 5. California State Safety Orders and California Electrical Code Title 24.
  - 6. All other applicable Federal, State and local laws and regulations.
- B. Code compliance is mandatory. Nothing in these Drawings and Specifications permits work not conforming to these codes. Where work is shown to exceed minimum code requirements, comply with drawings and specifications.
- C. No work shall be concealed until after inspection and approval by proper authorities. If work is concealed without inspection and approval, the Contractor shall be responsible for all work required to open and restore the concealed areas in addition to all required modifications.
- D. All work shall be done by a state of California licensed C-10 Electrical Contractor.

1.4 LICENSE, FEES AND PERMITS

- A. Arrange for required inspections and pay all license, permit and inspection fees. Contractor shall notify all interested parties when this work is ready for any necessary inspections. A copy of signed off permits shall be turned over to the Owner.

1.5 CONDITIONS AT SITE

- A. Visit to site is required of all bidders prior to submission of bid. All will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.
- B. Lines of other services shown on the drawings as existing or visibly evident at the site that are damaged as a result of this work shall promptly be repaired at no expense to the Owner to the complete satisfaction of the Owner.

1.6 DRAWINGS AND SPECIFICATIONS

- A. All drawings and all Divisions of these specifications shall be considered as a whole and work of this Division shown anywhere therein shall be furnished under this Division.
- B. Drawings are diagrammatic and indicate the general arrangement of equipment and wiring. Most direct routing of conduits and wiring is not assured. Exact requirements shall be governed by architectural, structural and mechanical conditions of the job. Consult all other drawings in preparation of the bid. Extra lengths of wiring or addition of pull or junction boxes, etc., necessitated by such conditions shall be included in the bid. Check all information and report any apparent discrepancies before submitting bid.
- C. Right is reserved to make change up to ten feet in location of any outlet or equipment prior to roughing\_in without increasing contract cost.
- D. The latest issue of a particular drawing shall take preference over earlier issues.

1.7 SAFETY AND INDEMNITY

- A. Safety: The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. See also General Conditions and Supplemental General Conditions.
- B. No act, service, drawing review or construction review by the Owner, the Architect, the Engineers or their Consultants is intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site. See also General Conditions and Supplemental General Conditions.
- C. Indemnity: The Contractor will hold harmless, indemnify and defend the Owner, the Architect, their Consultants and each of their officers, employees and agents, from any and all liability claims, losses or damage arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the Owner, the Architect, and their consultants, and each of their officers, employees and agents.

1.8 RECORD DRAWINGS

- A. Provide one set of drawings, within seven days of project final-final review, that have been marked with red ink that show all changes in the installation that are different than what is shown on the contract drawings.

1.9 GUARANTEES

- A. All materials and equipment furnished under this Specification and/or Drawings shall be guaranteed in writing for a period of one (1) year from the date of final acceptance against defective material, design and workmanship. In addition, the Contractor shall guarantee in writing that the system as a whole shall be free of defects for a period of one
- B. (1) year from the date of final acceptance, the system shall operate perfectly, and all apparatus shall perform in accordance with their individual Specifications.
- C. Upon receipt of notice from the Owner of failure of any material, equipment or section of the system, during the guarantee period, the Contractor shall make all necessary corrections promptly and without expense or inconvenience to the Owner. Contractor shall replace or repair defects arising in work of this Division and any damage resulting therefrom.

1.10 DEFINITIONS AND ABBREVIATIONS APPLICABLE TO DRAWINGS AND SPECIFICATIONS.

- A. Refer to the California Electrical Code Article 100 for definitions related to electrical work. The specifications and notes on the drawings are directed as instructions to the Contractor and the words "the contractor shall" are hereby included in each instruction which uses the verb Furnish, Install, Provide, Rough\_in, Use.

1.11 DEFINITIONS

- A. Above Grade: Not buried in ground and not embedded in concrete slab on ground.
- B. Wiring: Electrical raceway, conductors and connections.
- C. Concealed: Inside building above grade enclosed within walls, furred spaces, crawl spaces, attics, etc., and not visible; not directly accessible. Connect Complete functional hookup of item with indicated services.
- D. Exposed: Either visible or subject to mechanical or weather damage, indoors or outdoors, including areas such as mechanical and storage rooms; directly accessible. Furnish Supply and deliver complete.
- E. Indoor: Enclosed within building structure, including inside crawl spaces, roof overhangs, etc. Install Place, secure and connect as required to make fully operational.
- F. Provide: Furnish and install as defined above; perform work.
- G. Rough\_in: Provide all indicated services and necessary arrangement suitable for making final connections to fixture or equipment.
- H. Use (verb): Furnish and install as defined above.
- I. Schedule of abbreviations and symbols on drawings shown are those most commonly used. Not all shown will appear on drawings and drawings may contain some that are not shown in schedule. Obtain clarification from Engineer on any questionable items before submitting bid.

**PART 2 - PRODUCTS**

## 2.1 REFERENCED STANDARDS

- A. ANSI: American National Standards Institute
- B. IEEE: Institute of Electrical and Electronic Engineers
- C. NFPA: National Fire Protection Association NEMA \_ National Electrical Manufacturers' Association
- D. U.L.: Underwriter's Laboratories, Inc.

## 2.2 MATERIAL APPROVAL

- A. The design, manufacture and testing of electrical equipment and materials shall conform to or exceed latest applicable NEMA, IEEE and ANSI standards.
- B. All materials must be new and bear U.L. label. Materials that are not covered by U.L. testing standards shall be tested and approved by an independent testing laboratory or a governmental agency, which laboratory shall be acceptable to the Engineer, Owner and code enforcing authority.

## 2.3 SUBSTITUTIONS

- A. Substitute material must be considered approved equal to the listed material including, but not limited to, performance, quality of manufacturer, serviceability, service, and spare parts. Any substituted material must be submitted to the Engineer for his evaluation and approved prior to its acceptance and installation on the job.

## 2.4 SHOP DRAWINGS AND MATERIALS LIST

- A. Submit seven copies of shop drawings and materials lists for all products specified. Submittals shall be reviewed only. Compliance with Specification is Contractor's responsibility. Contractor shall stamp submittals with a stamp indicating the Contractor has approved the submittals before submitting for engineer's review.
- B. All proposed substitutions from specifications must be clearly listed under a prominent heading entitled "SUBSTITUTIONS."
- C. Submittals must be sufficiently early and complete so as not to delay the work.
- D. Specific manufacturer and model trade names are used to establish standards. Where more than one name is given, the first listed is the basis of the project design and will be described fully. Other names indicate product lines of generally comparable quality but are alternate items subject to proof of conformance to specified features and performance for acceptance. Where no specific make of material or equipment is mentioned, an appropriate product conforming to the referenced standards may be used, provided it conforms to the requirements of the system.

**2.5 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Deliver, store, and handle materials in a manner to prevent damage.
- B. Protect equipment from weather, dampness, vandalism and theft.

**PART 3 - EXECUTION****3.1 WORKMANSHIP AND CONTRACTOR'S QUALIFICATIONS**

- A. Only quality workmanship will be accepted. Haphazard or poor installation practice will be cause for rejection of work.
- B. Provide the same foreman in charge of this work for the entire length of this project.
- C. Quality Assurance and Operational Check- All equipment shall be tested by the contractor for correct function.
- D. Contractor shall, at all times, for his portion of the work, keep the premises and buildings in a clean condition and shall remove debris and rubbish at the end of every working day and as often as directed. All dust etc. shall be secured immediately within all ducts, plenum, air shafts and other areas where such material could be dispersed. At completion of the work, Contractor shall remove all debris, apparatus and surplus materials and shall leave the work in a clean condition and in good working order, all to the satisfaction of the Owner.

**3.2 COORDINATION**

- A. Coordinate work with other trades to avoid conflict and to provide correct rough\_in and connection for equipment furnished under trades that require electrical connections. Inform Contractors of other trades of the C.E.C. required access to and clearances around electrical equipment to maintain serviceability and code compliance.
- B. Verify equipment dimensions and requirements with provisions specified under this Section. Check actual job conditions before fabricating work. Report necessary changes in time to prevent needless work. Changes or additions subject to additional compensation shall be made by the Owners "Change in Work Request" (CWR) format through the General Contractor with a complete labor and material breakdown. Changes which are made without this written authorization and an agreed price shall be at Contractor's risk and expense.

**3.3 MANUFACTURER'S INSTRUCTIONS**

- A. Where the specifications call for an installation to be made in accordance with manufacturer's recommendations, a copy of such recommendations shall at all times be kept in the job superintendent's office and shall be available to the Owner's representative.
- B. Follow manufacturer's instructions where they cover points not specifically indicated on drawings and specifications. If they are in conflict with the drawings and specifications, obtain clarification from the Architect before starting work.



### 3.4 QUALITY ASSURANCE

- A. Provide a meaningful quality assurance program. To assist the Contractor in this program, the specifications contained herein are set forth as the minimum acceptable requirements. This does not relieve the Contractor from executing other quality assurance measures to obtain a complete operating facility within the scope of this project.
- B. The Contractor shall insure that all workmanship, all materials employed, all required equipment and the manner and method of installation conforms to accepted construction and engineering practices, and that each piece of equipment is in satisfactory working condition to satisfactorily perform its functional operation.
- C. Quality Assurance Tests and Operational Check.
- D. Provide quality assurance tests and operational check. All equipment shall be tested by the Contractor for correct function.

### 3.5 CUTTING AND PATCHING

- A. All cutting and patching required for work of this Division is included herein. Coordination with General Contractor and other trades is imperative. Cutting of, welding to or drilling of structural members requires written approval from the California Licensed Professional Structural Engineer of record for the building. Provide all reinforcement required because of cutting. Patching shall be of the same workmanship, materials and finish as, and shall match accurately, all surrounding construction. Contractor shall bear the responsibility for and the added expense of adjusting for improper holes, supports, etc.
- B. Provide all equipment, labor, and material for core drilling holes where conduit penetrates existing concrete walls or floors. Drill holes 1" larger than O.D. of pipe, except where sizes are noted. Verify the location of every core drilled hole with the Architect. Protect all surrounding areas from damage by water or dust while core drilling.

### 3.6 FIRE RATED WALLS, CEILINGS AND FLOORS

- A. Refer to other appropriate drawings and Divisions of Specification to determine scope of work.
- B. Recessed lighting fixtures, flush mounted panels, cabinets and other electrical wiring methods shall not violate fire rated walls, ceilings, floors and other construction elements. If such conditions are indicated on the drawings, notify the Engineer prior to commencing work in this area.
- C. Cooperate fully with other Divisions to maintain the fire rating of the construction. Do not remove sprayed on or other fireproofing materials unless specifically approved.

### 3.7 ACCEPTANCE DEMONSTRATION

- A. Upon completion of the work, at a time to be designated by the Owner, the Contractor shall demonstrate for the Owner the operation of the electrical installation, including any and all special items installed by him or installed under his supervision. Allow 4 hours of demonstration time. Should any part of the system or any materials fail in this test, it shall be rectified without additional cost to the Owner within 5 days.

3.8 CONSTRUCTION REVIEW

- A. The Engineer's field representative will provide his client with a continuing source of professional advice, opinions and recommendations based on the field representative's observations of the Contractor's performance of work.
- B. All services rendered by Engineer are professional opinions and recommendations. Under no circumstances is it the intent of the Engineer to directly control the physical activities of the Contractor or his employees.

**END OF SECTION 16010**

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## SECTION 16020

### BASIC CONSTRUCTION MATERIALS AND METHODS

#### PART 1 - GENERAL

##### 1.1 CONDITIONS & REQUIREMENTS

- A. Refer to the General Conditions; Supplementary General Conditions, and Division 1 General Requirements.

##### 1.2 DESCRIPTION

- A. Work included in this Section are conduits, wires, and other miscellaneous materials not specifically mentioned in other Sections of Division 16, but necessary or required for equipment or system operation or function.
- B. Related work included in other Sections: All other Sections of Division 16.

##### 1.3 INCORPORATED DOCUMENTS

- A. Section 16010, Electrical General Provisions, applies to this Section.

##### 1.4 SUBMITTALS

- A. Materials list with manufacture, style, series or model identified.
- B. Manufacturer's descriptive literature.

#### PART 2 - PRODUCTS

##### 2.1 CONDUITS AND OTHER RACEWAYS

- A. Rigid Steel: Hot dipped galvanized or sherardized.
- B. Electrical Metallic Tubing (EMT): Electro\_galvanized or sherardized.
- C. Wireway: Code gauge steel, with knockouts and hinged cover. Corrosion resistant gray baked enamel finish.
- D. Provide fittings and accessories approved for the purpose and equal in all respects to the conduit or raceway. EMT connectors and couplings shall be steel set\_screw type indoors and steel compression type in wet locations for outdoors. Connectors shall have insulated throats. Die or pressure cast competitive grade fittings will not be allowed.
- E. Minimum size conduit shall be 3/4".

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## 2.2 WIRES AND CABLES:

- A. For power and lighting systems 600V or less:
  - 1. Conductor: copper
  - 2. Insulation type: #12 to #1 AWG \_ THWN for wet or underground locations and THHN for dry locations.
  - 3. Conductor pulling tensions shall not exceed manufacturer's recommendations. Whenever necessary, UL listed lubricants compatible with the type of insulation involved may be used. American Polywater Corp. type J, Electro-Compound Co. Poly-eason Y-ErEase or Ideal Industries "Wire Lube" will be acceptable.
- B. For signal and communications circuits
  - 1. CAT 6E
- C. Acceptable products:
  - 1. General Electric, Anaconda, Okonite, Paranite, CyprusRome, Pirelli\_General or Triangle products conforming or exceeding applicable ICEA standards.

## 2.3 OUTLET BOXES, JUNCTION AND PULL BOXES

- A. Outlet boxes: Hot\_dipped galvanized or sherardized of required size, 4" square, minimum, for flush mounted devices and lighting fixtures. Cast type with gasketed covers for outdoor or wet locations.
- B. Junction and pull boxes: Use outlet boxes as junction boxes wherever possible. Larger junction and pull boxes shall be fabricated from sheet steel, sized according to code, with screw\_on covers, finished gray baked enamel.

## 2.4 WIRING DEVICES

- A. Wall (Local) Switches noted below. Numbers used below are those of Leviton. Equivalent Slater "Medallist" or Bryant, Hubbell, Sierra, G.E., or AH & H are acceptable.
  - 1. Single Pole Switches #5621-2I 20 amps 277V
  - 2. Two Pole Switches #5622-2I 20 amps 277V
  - 3. Three Way Switches #5623-2I 20 amps 277V
- B. Duplex convenience receptacles \_ 3 pole grounded ivory finish, rated 20 amps, 125V, Leviton 16362\_I.
- C. Ground fault interrupter (GFI) receptacles \_ 3 pole grounded ivory finish rated 20 amps, 125V. Leviton #6599-I provide 302 s/s stainless steel plate for indoor and weatherproof lift cover for outdoor installation.
- D. Other special purpose receptacles shown on drawings shall be of same quality such as isolated grounding type.
- E. Telephone outlet: 4" square box with 3/4" conduit back to punch down blocks.

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- F. Device plates: Satin finish stainless steel for flush and galvanized steel for all surface exterior mounted devices. Interior areas, ivory Decora Plus snap-on plates and devices. Confirm all device plate colors with Architect before purchasing.
- G. Confirm finishes with Architect before ordering. Weatherproof plates shall be stainless steel with hinged cover, Sierra Electric "WKP" series or equivalent.

## 2.5 FLOOR BOXES:

- A. Adjustable, flush unit. Provide carpet flanges where installed in carpet areas. Numbers used are those of Walker. Equivalent Hubbell, Steel City, or Lew products are acceptable.
- B. Surface type shall be Steel City, 601 Series with P\_60 hinged floor plate and standard duplex receptacles.

## 2.6 CONDUIT HANGERS

- A. For individual conduit runs 1" in size or larger not directly fastened to the structure, use rod hangers manufactured by Caddy, Unistrut or Powerstrut. Clips supported by ceiling hanger wires are not allowed.
- B. For multiple conduit runs, use Unistrut or Powerstrut trapeze type conduit support designed for maximum deflection not greater than 1/8".

## 2.7 WIRE CONNECTORS

- A. For wires size #8 AWG and smaller \_ insulated pressure type (with live spring) rated 105oC, 600V, for building wiring and 1000V in signs or fixtures. Scotchlok or Ideal.
- B. All #12 and smaller stranded conductors for NEC class 1,2 or 3 wiring shall be terminated with AMP "PIDG" connectors and sliced in junction boxes with AMP "Plastic Grip" insulated butt splice.

## 2.8 CONDUIT SLEEVES

- A. Sleeves for conduit penetrations: Pipe Shields, Inc., model WFB at walls and QDFB at floors. Sleeves pass through rated walls or floors. Fire stop sealing such as HILTI fire stop or equivalent shall be applied.

## 2.9 EQUIPMENT MOUNTING AND SUPPORT HARDWARE

- A. Steel channels, bolts, washers, etc., used for mounting or support of electrical equipment shall be galvanized type.
- B. Use materials specifically intended for the use.
- C. Provide the following supports and fastenings for locations as required.
  - 1. Structural Steel: Beam clamps, welded studs, OAA.

2. Concrete: Rawl or Phillips anchors, OAA. The anchors shall be expandable by tightening the bolt. Red Head wedge type anchors shall not be used.
3. Wood: Lag screws, machine bolts, wood screws.
4. Wood Blocking in Shear: Wood screws.
5. Hollow Tile & Gypboard: Toggle bolts. These will be allowed for items weighing 5lb or less.
6. Equipment Supports & Trapeze Hangers: Formed galvanized channel, Unistrut, OAA.
7. Use galvanized or plated fasteners in all locations.

### **PART 3 - EXECUTION**

#### **3.1 GENERAL**

- A. Electrical system layouts indicated on the drawings are generally diagrammatic, but shall be followed as closely as actual construction and work of other trades will permit. Govern exact routing of cable and wiring and the locations of outlets by the structure and the equipment served. Take all dimensions from architectural drawings.
- B. Consult all other drawings. Verify all scales and report any dimensional discrepancies or other conflicts to Architect before submitting bid.
- C. All home runs to panelboards, relay cabinets, control panels, etc., are indicated as starting from the outlet nearest the panel and continuing in the general direction of that panel. Continue such circuits to the panel and cabinets as though the routes were completely indicated. Terminate home runs of signal, alarm, and communications systems in a similar manner.
- D. Avoid cutting and boring holes through structure or structural members wherever possible. See 16010.
- E. Furnish and install all necessary hardware, hangers, blocking, brackets, bracing, runners, etc., required for equipment specified under this Section.
- F. Provide necessary backing required to insure rigid mounting of outlet boxes.

#### **3.2 WIRING METHOD**

- A. Install all wiring in raceway, unless specifically shown otherwise.
- B. Sizes for conduits, unless specifically shown otherwise, shall be determined from the California Electric Code.
- C. Conduit shall be rigid steel or EMT as follows:
  1. Above ground: Use rigid steel or EMT.
    - a. Wet locations: Rigid steel only.
    - b. Hazardous locations: Rigid steel conforming to NEC requirements.
    - c. Locations subject to mechanical injury: Rigid steel only.
    - d. In concrete walls or block walls: Rigid steel only.
    - e. Dry locations and not subject to mechanical injury: EMT, or rigid steel conduit.
- D. Use flexible conduits in the following applications only:

1. Recessed lighting fixtures.
2. At equipment which produces vibration.

### 3.3 INSTALLATION OF CONDUITS AND BOXES

- A. Run all conduits concealed unless otherwise noted or shown. Run no conduits in concrete slabs except at point of penetration. All penetrations shall be at right angles to slab surfaces.
- B. Run exposed conduit parallel to or at right angles to center lines of columns and beams.
- C. Support conduits with UL listed steel conduit supports at intervals required by CEC. Wires or sheet metal strips are not acceptable for conduit support. Use conduit hangers for all conduits not directly fastened to structure and for all multiple conduit runs. Do not attach any conduit to fan plenums. If weight per hanger rod exceeds 250 pounds, special structural engineering is required by this section.
- D. Install conduits above ceilings to avoid obstructing removal of ceiling tiles, lighting fixtures, air diffusers, etc.
- E. Provide conduit sleeves and chases wherever conduits pass through floors and fire\_rated walls. Material and techniques used shall conform to wall weatherproofing specification. All floor and wall penetrations shall be made watertight.
- F. Outlet and junction boxes shall be sized per the C.E.C. based on wire size and quantity of wires as a minimum.
- G. Outlet boxes shall be attached to studs and or backing in a rigid manner so they cannot be pushed back into the wall or ceiling space if the hole cut in the wall or ceiling finish material is misaligned.
- H. Switch and plaster rings shall be a maximum distance of 1/8" from finish wall or ceiling material such as sheet rock or tile.

### 3.4 INSTALLATION OF WIRES \_ 600 VOLTS AND BELOW

- A. Pull no wire into any portion of the conduit system until all construction work which might damage the wire has been completed.
- B. Install all wire continuous from outlet to outlet or terminal to terminal. Splices in cables when required shall be made in handholes, pull boxes or junction boxes. Make branch circuit splices in outlet boxes with 8" of correctly color\_coded tails left in the box. Feeders may not be spliced.
- C. Splices in wires and cables shall be made utilizing materials and methods described hereinbefore.
- D. Make all ground, neutral and line connections to receptacle and wiring device terminals as recommended by manufacturer.

### 3.5 WIRE COLOR CODE

- A. Color code all conductors. Wire sizes #8 AWG or smaller shall have integral color coded insulation. Wire sizes #6 AWG and larger may have black insulation but identified by color



coded electrical tape at all junction, splice, pull, or termination points. Color tape shall be applied to at least 6" of the conductor.

- B. Color code wires as follows:
  - 1. 120/208 Volts
  - 2. Phases: a\_black, b\_red, c\_blue, neutral\_white, ground\_green.

### 3.6 MOUNTING HEIGHTS OF DEVICES

- A. Unless otherwise noted on drawings, mounting heights of devices shall be as follows:
  - 1. Switches: 42" AFF to centerline of device, top of box shall not be greater than 48" AFF. Receptacles: 18" AFF to centerline of device, bottom of box shall not be less than 15" AFF. Install all receptacles uniformly with "U" ground slot up.
  - 2. Telephone & EDP Outlets: 18" AFF to centerline of device, bottom of box shall not be less than 15" AFF.
  - 3. Other Devices as Shown on Drawings.
  - 4. Mounting height of devices shall be confirmed with the architect and meet ADA requirements.

### 3.7 IDENTIFICATION

- A. Provide engraved lamacoid nameplates of minimum 3" long x 1" wide for panels, panelboards, and all associated devices.
- B. Provide dymo labels on all lighting switches and convenience and special purpose receptacles to shown panel and circuit number to which the device is connected. Architect shall select tape color.
- C. Card holders and directory card shall be provided for circuit identification in panelboard. Card holders shall be permanently attached on the inside of the panel door and shall have a clear plastic front. Directory cards shall be typewritten. Circuit descriptions shall include location and names of items served.

**END OF SECTION 16020**

## **SECTION 16070**

### **LIGHTING**

#### **PART 1 - GENERAL**

##### 1.1 CONDITIONS & REQUIREMENTS

- A. Refer to the General Conditions, Supplementary General Conditions and Division 1 \_ General Requirements.
- B. All lighting fixtures and ballast shall be certified to be in compliance with the California Administrative code, Title 24, Section 2\_5314(b) minimum efficiency requirements.

##### 1.2 DESCRIPTION

- A. Work included in this Section:
  - 1. Lighting fixtures and installation.
  - 2. Lighting control by remote low voltage relays.
  - 3. Lighting controls as shown on the drawings.
- B. Related work included in other Sections:
  - 1. Basic Construction Materials and Methods: Section 16020

##### 1.3 INCORPORATED DOCUMENTS

- A. Section 16010, Electrical General Provisions, applies to all work in this Section.

##### 1.4 SUBMITTALS

- A. Shop drawings and/or manufacturer's literature describing product.
- B. Submittal shall include all control devices.

#### **PART 2 - PRODUCT**

##### 2.1 GENERAL

- A. Fixtures are designated on drawings by means of CAPITAL letters. See drawings for fixture description and type of lamp required.
- B. Switching in indicated by lower case letters or wire connectors.

**2.2 U.L. APPROVAL**

- A. Each lighting fixture shall have U.L. label for the location the fixture is installed.
- B. All other materials shall be U.L. approved.

**2.3 LAMPS**

- A. LED

**2.4 FIXTURE HANGERS AND SUPPORTS**

- A. Provide swivel canopy or ball aligner for stem\_mounted fixtures.
- B. Provide proper supports and mounting accessories, such as hangers, stems, yokes, plaster frames, etc., for each lighting fixture as required by the type of ceiling installed. See architectural drawings for ceiling construction and coordinate.

**2.5 GROUNDING**

- A. LED fixtures shall have factory installed grounding studs.

**2.6 LOW VOLTAGE RELAY LIGHTING CONTROL**

- A. General Electric #RR-7 relays rated 20 amps and 277 volts shall be provided as indicated on panel schedules. Relays shall be located in a NEMA 1 enclosure with barriers to separated voltages. Provide 277:25 volt control transformer and half wave rectifier.
- B. Control wiring shall be Class II, 24V, #18 AWG, stranded copper twisted, pairs, indoor type. Run all wiring in conduit or other approved raceway or Teflon cable U.L. listed for use in a return air plenum without conduit about hung ceilings. Teflon cable installed in wall should be in conduit.
- C. Provide control input wiring from BMS system and low voltage momentary switches as indicated on control diagram.
- D. Low voltage switches shall be on/off/on momentary contact type compatible with relays.

**PART 3 - EXECUTION****3.1 GENERAL**

- A. Provide and install all fixtures complete, including lamps, and ready for service.
- B. Verify ceiling type and conditions and order fixtures for proper application required by the type of ceiling installed.
- C. Architectural ceiling plans shall be used to determine exact locations of lighting fixtures and ceiling construction. Electrical drawings are diagrammatic only.

- D. Determine exact location and height of fixtures by the structural and mechanical limitations of the building. Install fixtures in such a manner as to avoid such obstructions and to give proper illumination result. Verify layouts with Architect.
- E. All recessed lighting fixtures shall be wired from adjacent junction boxes utilizing flexible metal conduit (less than 6') to permit future fixture relocation. Outlet box for surface or stem mounted fixtures shall be provided with fixture stud as well as tapped and drilled canopy covers. All outlets shall finish flush with walls or ceilings except where in ceiling tiles, locate these in the center of a tile or at the intersection of four tiles.
- F. All LED fixtures shall be supported from the building structural members or from bridging attached to the structural members. Provide all necessary blocking and hardware so that fixtures hang true, square, plumb and in proper alignment.
- G. Four foot long fixture body: By a pair of 3/8" machine bolts separated by a maximum distance possible and located four inches in from each end of fixture \_ total of 4 bolts per fixture.
- H. Contractor shall remove all dust and dirt on the fixtures and fixture lens after the construction clean up is complete and after the Owner is substantially moved in the facility.

**END OF SECTION**

**END OF SECTION 16070**

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**ENVIRONMENTAL  
CONSULTING LLC**

October 31, 2018

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](mailto:cwaters@ci.carmel.ca.us)

Re: Limited Pre-Renovation Hazardous Material Inspection at the Harrison Memorial Library  
Located at Ocean Avenue and Lincoln Street in Carmel, California.  
M<sup>3</sup> Project No. 18584.0 Task 1

Dear Mr. Waters:

At your request, M<sup>3</sup> Environmental Consulting, LLC (M<sup>3</sup>) conducted limited inspections for asbestos-containing material (ACM) and lead-containing paint (LCP) in the Harrison Memorial Library located at Ocean Avenue and Lincoln Street in Carmel, California. It is to M<sup>3</sup>'s understanding that the library is to undergo selective renovations throughout. The library was unoccupied at the time of the inspection, and onsite direction of materials and areas that may be impacted by renovations was provided by you at the time of the inspection.

The inspection was performed on October 24, 2018 by Ms. Sarah Babcock, California Certified Site Surveillance Technician (CSST) No. 187-5870, Certified Lead in Construction Sampling Technician No. 29488, and Environmental Technician with M<sup>3</sup>, 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 wood framed two-story public library building with a concrete subfloor. Interior finishes of the renovation areas consisted of plaster over button board walls, carpet tiles with mastic, and 12- by 12- inch acoustical ceiling tiles (ACT) with mastic. Sampling was limited to the areas of renovation as identified by you at the time of the inspection.

### **Sampling and Analysis**

#### Asbestos

A total of 11 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

A total of three paint chips or bulk samples were collected and analyzed for lead. The samples were 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
3	12- by 12- inch ACT with crevasses with brown mastic	Throughout	ACT – ND Mastic - <1%

### Non-Asbestos

The following materials were analyzed and determined not to contain detectable concentrations of asbestos:

Material No.	Description	Material Location
1	Troweled on wall plaster over button board	Throughout
2	Mastic associated with 2- by 2- foot multi-color carpet tiles and vapor barrier	Throughout
4	12- by 12- inch ACT with holes and mastic	Circulation desk
5	Rough texture troweled wall plaster	HVAC room

### Lead

Sample No.	Paint Color	Substrate	Component	Lead Content (wt%)
1L	Beige	Plaster	Wall	0.098
2L	Brown	Wood	Baseboard	0.493

### Non-Lead

The following samples were analyzed and determined not to contain detectable concentrations of lead:

Sample No.	Color	Substrate	Component	Lead Content
3L	Off white	Plaster	Interior	BRL

## **Conclusions/Recommendations**

### Asbestos

- Prior to renovation activities that will impact the materials identified in this report as containing or assumed asbestos containing at any level, the materials must be removed and disposed of by a registered asbestos abatement contractor using proper engineering controls and worker protection.
- 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 to determine if the materials contain asbestos.
- Contractors and others responsible for any renovation or demolition activities on the property should be notified as to the presence of the asbestos so that compliance with regulatory requirements may be met in any planning and bidding phases.

- Abatement contractors must notify the nearest Cal/OSHA district office at least 24 hours prior to any asbestos related work.
- Notification to the appropriate Planning and Building Department advising that this survey has been conducted.

### 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).

### Environmental Consulting

The use of M<sup>3</sup> or another qualified environmental consulting firm to design abatement specifications, observe abatement activities, conduct area air monitoring during abatement, visual inspections, and conduct air clearances after abatement activities.

### Limitations

A reasonable effort is made by M<sup>3</sup> personnel to locate and sample suspect materials. However, for any facility the existence of unique or concealed hazardous material debris is a possibility. M<sup>3</sup> does not warrant, guarantee or profess to have the ability to locate or identify all hazardous material in a facility. M<sup>3</sup>'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. M<sup>3</sup> does not guarantee or warrant that the areas surveyed are safe, nor does M<sup>3</sup>'s involvement in this property relieve the Owner of any continuing responsibility of providing a safe environment. M<sup>3</sup> 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 M<sup>3</sup>'s work.



Thank you for the opportunity to perform these services for you. Please call M<sup>3</sup> at 831.649.4623 with any questions.

Sincerely,  
M<sup>3</sup> 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  
**0210414**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client: M3 ENVIRONMENTAL CONS. Job# / P.O. #: 18584.0 T1  
Address: 9821 BLUE LARKSPUR LN, STE 100 Date Received: 10/25/2018  
MONTEREY CA 93940 Date Analyzed: 10/30/2018  
Collected: 10/24/2018 Date Reported: 10/30/2018  
Project Name: CITY OF CARMEL, HARRISON EPA Method: EPA 600/R-93/116  
Address: LIBRARY-OCEAN & LINCOLN, CARMEL, Submitted By: SARAH BABCOCK  
CA Collected By:

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0210414-001 1A	READING AREA	LAYER 1 Plaster-Scratch Coat, Beige/ Gray	No	None Detected	Gypsum Quartz Mica 100%
		LAYER 2 Plaster-Finish Coat, White/ Off White	No	None Detected	Gypsum Carbonates Quartz Binder/Filler 100%
0210414-002 1B	READING AREA	LAYER 1 Plaster-Scratch Coat, Beige/ Gray	No	None Detected	Gypsum Quartz Mica 100%
		LAYER 2 Plaster-Finish Coat, White/ Off White	No	None Detected	Gypsum Carbonates Quartz Binder/Filler 100%
0210414-003 1C	READING AREA	LAYER 1 Plaster-Scratch Coat, Beige/ Gray	No	None Detected	Gypsum Quartz Mica 100%
		LAYER 2 Plaster-Finish Coat, White/ Off White	No	None Detected	Gypsum Carbonates Quartz Binder/Filler 100%

# 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  
**0210414**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client: M3 ENVIRONMENTAL CONS. Job# / P.O. #: 18584.0 T1  
Address: 9821 BLUE LARKSPUR LN, STE 100 Date Received: 10/25/2018  
MONTEREY CA 93940 Date Analyzed: 10/30/2018  
Collected: 10/24/2018 Date Reported: 10/30/2018  
Project Name: CITY OF CARMEL, HARRISON EPA Method: EPA 600/R-93/116  
Address: LIBRARY-OCEAN & LINCOLN, CARMEL, Submitted By: SARAH BABCOCK  
CA Collected By:

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0210414-004 2A	READING AREA	LAYER 1 Floor Tile/ Mastic, Yellow/ Black Note: No Floor Tile Present	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler	<1% 99%
		LAYER 2 Vapor Barrier, Black	No	None Detected	Cellulose Fiber Synthetic Fiber Gypsum Binder/Filler	70% 5% 25%
0210414-005 2B	READING AREA	LAYER 1 Floor Tile/ Mastic, Yellow Note: No Floor Tile Present	No	None Detected	Carbonates Binder/Filler	100%
		LAYER 2 Vapor Barrier, Black	No	None Detected	Cellulose Fiber Synthetic Fiber Gypsum Binder/Filler	70% 5% 25%
0210414-006 3A	READING AREA	LAYER 1 12"x12" Ceiling Tile, White/ Tan	No	None Detected	Mineral Wool Carbonates Quartz Binder/Filler	85% 15%
		LAYER 2 Mastic, Brown	Yes	Tremolite <1%	Talc Non-Fibrous Tremolite Carbonates Quartz Binder/Filler	2% 2% 95%
0210414-007 3B		LAYER 1 12"x12" Ceiling Tile, White/ Tan	No	None Detected	Mineral Wool Carbonates Quartz Binder/Filler	85% 15%
		LAYER 2 Mastic, Brown	Yes	Tremolite <1%	Talc Non-Fibrous Tremolite Carbonates Quartz Binder/Filler	2% 2% 95%

# 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  
**0210414**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client: M3 ENVIRONMENTAL CONS. Job# / P.O. #: 18584.0 T1  
Address: 9821 BLUE LARKSPUR LN, STE 100 Date Received: 10/25/2018  
MONTEREY CA 93940 Date Analyzed: 10/30/2018  
Collected: 10/24/2018 Date Reported: 10/30/2018  
Project Name: CITY OF CARMEL, HARRISON EPA Method: EPA 600/R-93/116  
Address: LIBRARY-OCEAN & LINCOLN, CARMEL, Submitted By: SARAH BABCOCK  
CA Collected By:

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0210414-008 4A	CHECK OUT DESK	LAYER 1 12"x12" Ceiling Tile, White/ Tan	No	None Detected	Mineral Wool 60% Cellulose Fiber 20% Carbonates Perlite Binder/Filler 20%
		LAYER 2 Mastic, Brown	No	None Detected	Wollastonite 5% Gypsum Quartz Binder/Filler 95%
		LAYER 3 Caulking, White/ Off White	No	None Detected	Wollastonite 2% Fibrous Glass <1% Carbonates Gypsum Quartz Binder/Filler 97%
0210414-009 5A	HVAC ROOM	LAYER 1 Plaster-Scratch Coat, Beige/ Gray	No	None Detected	Gypsum Quartz Mica 100%
		LAYER 2 Plaster-Finish Coat, White/ Off White	No	None Detected	Gypsum Carbonates Mica Quartz Binder/Filler 100%
0210414-010 5B	HVAC ROOM	LAYER 1 Plaster-Scratch Coat, Beige/ Gray	No	None Detected	Gypsum Quartz Mica 100%
		LAYER 2 Plaster-Finish Coat, White/ Off White	No	None Detected	Gypsum Carbonates Mica Quartz Binder/Filler 100%

# EMC LABS, INC.

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

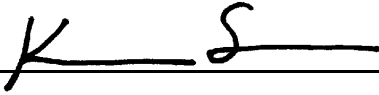
Laboratory Report  
**0210414**

## Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client: M3 ENVIRONMENTAL CONS. Job# / P.O. #: 18584.0 T1  
Address: 9821 BLUE LARKSPUR LN, STE 100 Date Received: 10/25/2018  
MONTEREY CA 93940 Date Analyzed: 10/30/2018  
Collected: 10/24/2018 Date Reported: 10/30/2018  
Project Name: CITY OF CARMEL, HARRISON EPA Method: EPA 600/R-93/116  
Address: LIBRARY-OCEAN & LINCOLN, CARMEL, Submitted By: SARAH BABCOCK  
CA Collected By:

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0210414-011 5C	HVAC ROOM	LAYER 1 Plaster-Scratch Coat, Beige/ Gray	No	None Detected	Gypsum Quartz Mica 100%
		LAYER 2 Plaster-Finish Coat, White/ Off White	No	None Detected	Gypsum Carbonates Mica Quartz Binder/Filler 100%



Analyst - Kenneth Scheske



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. 51<sup>ST</sup> St., Ste B-109  
 Phoenix, AZ 85044  
 (800) 362-3373 Fax (480) 893-1726

LAB#:	210414
TAT:	3 days
Rec'd:	OCT 25 PM
EMC USE ONLY	

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

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

BILL TO: \_\_\_\_\_  
 (If Different Location)

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 - Harrison Library (Ocean/lincoln), Carmel -  
LA. 441/PL  
**P.O. Number:** \_\_\_\_\_ **Project Number:** 18584.0 T1

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS		
					ON	OFF	FLOW RATE
11	1A			Y N			
				Y N			
				Y N			
				Y N			
				Y N			
				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: 10/24/18 Received by: Diana Federico Date/Time: 10/25/18

Relinquished by: Diana Federico Date/Time: 10/25/18 Received by: \_\_\_\_\_ Date/Time: 10/25/18

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.

**Asbestos Bulk Sampling Log**

210414

Client: City of Carmel  
 Project Name: Ltd. ACM/PLB  
 Site Address: Ocean Ave + Lincoln St., Carmel  
 Building: Main Library  
 Project No. 18084.0 Task 1

Sample Date: 10/24/18

Inspector: Sarah Babcock

SST No. 17-5870

Sample No.	Building / Floor	Area No.	Area Name	Material Description	Estimated Quantity			Notes
					SF	LF	EA	
1 1A			Reading Area	Troweled on wall plaster over button board.				
2 1B								
3 1C								
4 2A				2x2 FT multi color floor tiles w/mastic				
5 2B								
6 3A				12x12 in ACT w/ creauaces + mastic				
7 3B								
8 4A			check-out desk	12x12 in ACT w/ holes				

ACP - Acoustic Ceiling Panel  
 ACT - Acoustic Ceiling Tile  
 CT - Ceramic Tile  
 CFT - Ceramic Floor Tile  
 VB - Vapor Barrier

CMU - Concrete Masonry Unit  
 CWT - Ceramic Wall Tile  
 FG - Fiberglass Insulation  
 HVAC - Heating Ventilation Air Condition

LC - Leveling Compound  
 O.D - Outside Diameter  
 PM - Penetration Mastic  
 RSF - Resilient Sheet Flooring

SAACM - Spray Applied Acoustic Ceiling Material  
 SU - Sink Undercoating  
 TSI - Thermal System Insulation  
 VBB - Vinyl Baseboard

VFT - Vinyl Floor Tile  
 WB/JC - Wall Board/Joint Compound (Composite)  
 T&G - Tar & Gravel Roofing  
 BUR - Built Up Roofing





**APPENDIX B**  
**LEAD LABORATORY RESULTS**  
**AND**  
**CHAIN OF CUSTODY**



9830 South 51<sup>st</sup> 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


<b>EMC LAB #:</b> L72038		<b>DATE RECEIVED:</b> 10/25/18			
<b>CLIENT:</b> M3 Environmental Consulting		<b>REPORT DATE:</b> 10/30/18			
		<b>DATE OF ANALYSIS:</b> 10/30/18			
<b>CLIENT ADDRESS:</b> 9821 Blue Larkspur Lane, Suite 100 Monterey, CA 93940		<b>P.O. NO.:</b>			
<b>PROJECT NAME:</b> City of Carmel – Harrison Library (Ocean/Lincoln), Carmel Ltd. ACM/Pb		<b>PROJECT NO.:</b> 18584.0 T1			
EMC # L72038-	SAMPLE DATE /18	CLIENT SAMPLE #	DESCRIPTION	REPORTING LIMIT (%Pb by weight)	%Pb BY WEIGHT
1	10/24	1L	Beige / Plaster / Wall / Int.	0.010	0.098
2	10/24	2L	Brown / Wood / Base / Int.	0.055	0.493
3	10/24	3L	Off White / Plaster / Wall / Int.	0.012	BRL

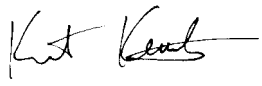
^ = Dilution Factor Changed    \* = Excessive Substrate May Bias Sample Results    **BRL** = Below Reportable Limits    # = Very Small Amount Of Sample Submitted, May Affect Result

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. 51<sup>ST</sup> St., Ste B-109  
 Phoenix, AZ 85044  
 (800) 362-3373 Fax (480) 893-1726

LAB#: 877038  
 TAT: 3 day  
 Rec'd: 10/25/18  
 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 - Harrison Library (Ocean/Lincoln), Carmel  
LTB Act/Pl  
**P.O. Number:** \_\_\_\_\_ **Project Number:** 18584.0 T1

EMC SAMPLE #	CLIENT SAMPLE #	DATE & TIME SAMPLED	LOCATION/MATERIAL TYPE	Samples Accepted Yes / No	AIR SAMPLE INFO / COMMENTS		
					ON	OFF	FLOW RATE
1	1			Y N			
2	2			Y N			
3	3			Y N			
		<u>See Log Please</u>		Y N			
			Y N				
			Y N				
			Y N				
			Y N				
			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: 10/24/18 Received by: \_\_\_\_\_ Date/Time: 10/25/18

Relinquished by: None Date/Time: 10/25/18 Received by: \_\_\_\_\_ Date/Time: 10/25/18

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 A:**  
**BID FORMS FOR SUBMITTAL**

**BID COVER SHEET**



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

**BID COVER SHEET**

FOR

**HARRISON MEMORIAL LIBRARY MEETING ROOM REMODEL  
19-20-006-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 Project	_____
5. References	_____
6. Subcontractor's List	_____
7. Non-collusion Declaration	_____
8. Debarment and Suspension Certification	_____
9. Bid Bond	_____
10. Certification of Workers Compensation Insurance	_____
11. Specified or Approved Equal Product Submittals	_____

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

**HARRISON MEMORIAL LIBRARY MEETING ROOM REMODEL  
19-20-006-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: \_\_\_\_\_



**HARRISON MEMORIAL LIBRARY MEETING ROOM REMODEL  
19-20-006-Re-Bid**

\_\_\_\_\_  
COMPANY

**BID SCHEDULE**

Item No.	Description	Approx. Quantity	Unit	Amount
1	Mobilization and Demobilization	1	LS	\$
2	Interior Alterations	1	LS	\$
BASE BID TOTAL (SUBTOTAL A):				\$
BASIS OF AWARD: (In Words)			(In Figures) \$	
BID ADD ALTERNATES				
Item No.	Description	Approx. Quantity	Unit	Amount
	ALTERNATE NO. 1	1	LS	\$
	ALTERNATE NO. 2	1	LS	\$
	ALTERNATE NO. 3	1	LS	\$
ALTERNATE TOTAL (SUBTOTAL B):				\$
GRAND TOTAL (SUBTOTAL A + SUBTOTAL B):				\$
GRAND TOTAL: (In Words)				(In Figures) \$
ALTERNATE NO. 1 (In Words)				
ALTERNATE NO. 2 (In Words)				
ALTERNATE NO. 3 (In Words)				

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 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:**

<b><u>ADDENDA</u></b>	<b><u>DATE RECEIVED</u></b>	<b><u>INITIAL</u></b>
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.)

<b>Date Completed</b>	<b>Dollar Amount</b>	<b>Organization</b>	<b>Job Type</b>	<b>Project Location</b>

**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**

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Contact Person					Title
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Address	P.O. Box	City	State	Zip
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Phone Number					Email
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**ORGANIZATION**

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Contact Person					Title
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Address	P.O. Box	City	State	Zip
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Phone Number					Email
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**ORGANIZATION**

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Contact Person					Title
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Address	P.O. Box	City	State	Zip
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Phone Number					Email
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**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: Harrison Memorial Library Meeting Room Remodel, 19-20-006-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)

**SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS**

In certain instances, product submittals for Bidder proposed “Approved Equal” products must be [submitted with their bid] OR [submitted in writing for pre-qualification fourteen (14) calendar days prior to the scheduled bid opening date]. In these instances, those products are listed below. Indicate the product for which the bid is based on by placing a checkmark by the product specified or the proposed “approved equal”. If proposing with an “approved equal” product, provide the information on the spaces under the specified product. See Special Provisions for additional information relating to those products listed:

√	Product	Model Number	Manufacturer	Product Rating/Certification
√	All Glass Entrances		C.R.Laurence	

**APPENDIX B:**  
**SAMPLE CONTRACT,**  
**PERFORMANCE BOND,**  
**AND 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 \_\_\_\_\_, 2019, 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	\$1,000,000
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: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Britt Avrit, MMC, City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jon Giffen, Interim 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.**