

**CITY OF LAWDALE
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

**FOR THE
PUBLIC WORKS & CITY HALL FACILITY NEEDS PROJECT**



**BID OPENING DATE
April 30, 2024
10:00 AM**

BID OPENING: April 30, 2024 AT 10:00 A.M.

Public Works Department
4722 Manhattan Beach Boulevard
Lawndale, California 90260
Phone: (310) 973-3260 / Fax: (310) 371-8877

CITY OF LAWNSDALE
CALIFORNIA
CONTRACT DOCUMENTS,
SPECIFICATIONS AND STANDARD DRAWINGS
FOR THE
PUBLIC WORKS & CITY HALL FACILITY NEEDS PROJECT

IN AND FOR THE CITY OF LAWNSDALE

Approved by:

/s/ Ahmad Ansari

Public Works & City Engineering Oversight
Contract Project Manager

Date:03/27/2024

FOR THE

PUBLIC WORKS & CITY HALL FACILITY NEEDS PROJECT

PUBLIC NOTICE IS HEREBY GIVEN THAT:

Sealed bids will be received at the Office of the City Clerk, Lawndale City Hall, 14717 Burin Avenue, Lawndale, California, 90260, up to the hour of **10:00 a.m., Tuesday, April 30th, 2024**, at which time they will be publicly opened and read aloud in the **City Council Chambers, City Hall, Lawndale, California**, for performing the following work:

PUBLIC WORKS & CITY HALL FACILITY NEEDS PROJECT

All in accordance with the plans, specifications, and other contract documents on file in the Public Works Department of the City of Lawndale, California. In order for your qualifications to be considered, this office must receive one copy (plus one electronic copy) of your Bid. Bids received after the deadline will not be considered.

The words “**PUBLIC WORKS & CITY HALL FACILITY NEEDS PROJECT**” shall appear on the envelope of each sealed bid, and each sealed envelope shall be addressed to the City Clerk, City Hall, and Lawndale, California.

MANDATORY INFORMATIONAL PRE-BID MEETING. There will be a Mandatory Informational Pre-Bid meeting on April 9th, 2024 at 10:00 a.m. starting at the City of Lawndale Public Works Department, 4722 Manhattan Beach Blvd, Lawndale, CA 90260 and then heading to the Lawndale City Hall, 14717 Burin Ave, Lawndale, CA 90260. Bidders are strongly encouraged to send an individual who is responsible for the bid, and not a runner. Attendance at the pre-bid job walk is mandatory. Failure to attend the mandatory pre-bid job walk shall be cause for rejection of the bid.

DESCRIPTION OF WORK: The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the Plans, Specifications and Contract documents for said project. The work will take place in the City of Lawndale. The scope of work consists of facility upgrades to the Lawndale Public Works Department and City Hall; refer to the Plans and Specifications for further information. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

COMPLETION OF WORK: All work to be done under this contract shall be completed within ninety (90) consecutive calendar days, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" to be issued by the Engineer.

STATE LABOR STANDARDS & WAGE REQUIREMENTS: In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards.

State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as further described in Article IX of the Agreement. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request.

CONFLICT OF INTEREST: In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

ASSIGNMENT: In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

RETENTION: The City will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The City in accordance with Public Contract Code Sect. 22300 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

EXAMINATION OF SITE: Contractor shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the Contractor has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications, and drawings.

EQUIVALENT MATERIALS: Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the City. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the City.

INSURANCE: Certificates of insurance in the amounts required shall be furnished by the Contractor to the City and approved by the City prior to the commencement and throughout the duration of the work.

The Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to City.

Contractor shall provide the following types and amounts of insurance:

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City:

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;

- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for Contractor’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor’s Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officials, officers, agents, and employees, shall be included as insureds under the policy.

The named insureds shall be Contractor and City, including its officers, officials, employees, and agents. All subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the project following transfer of control thereof to City. The policy shall contain a provision that all proceeds from the builder’s risk policy shall be made payable to the City. The City will act as a fiduciary for all other interests in the project.

The policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3)

coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and sublimits and shall be submitted to the City prior to commencement of construction.

Other provisions or requirements

Proof of insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration 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. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. City and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders'

Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the 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.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a Ninety (90) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of

Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

Agency's right to revise requirements. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

EMPLOYMENT OF APPRENTICES: Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor or any Subcontractor under him. The Contractor and any Subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

WAGE RATES: In entering into a public works contract, or a subcontract, to supply goods services, or materials pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request.

SAFETY PERMIT: The Contractor, and not the City, shall be responsible for performing safety inspections for this project. Particular attention is called to Subsection 7-10.4.1 of the

Standard Specifications for Public Works Construction, which requires orders issued by the California- Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Engineer prior to commencement of work.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "**Construction Permit**" from the City. This will be a **NO FEE Permit**. In addition, the Contractor, and **ALL** sub-contractors, **shall possess a City business license** at the time of application for the Construction Permit and for the duration of the contract. The amount of the business license fee may be obtained from the City's Finance Department at (310) 973-3246.

CITY'S RIGHTS RESERVED: The City of Lawndale reserves the right to reject any and all bids or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good, and also the bid of the bidder who has been delinquent or unfaithful in any former contract with the City of Lawndale. No bidder may withdraw his bid for a period of **sixty (60) days** after the date from the opening thereof.

For information on the proposed project and/or bidding requirements, contact [Nabi Sidiqi, Assistant Engineer](#), Department of Public Works, at nsidiqi@lawndalecity.org, or at 310-973-3261

BID QUESTIONS: For the benefit of all proposed bidders, all bid questions shall be submitted by email to Nabi Sidiqi, Assistant Engineer, at nsidiqi@lawndalecity.org. The questions shall be submitted in writing no later than **Monday, April 22, 2024 at 2:00 p.m.** for response in advance of bid date.

BID RESULTS: Bid results shall also be available on the City of Lawndale website (<http://www.lawndalecity.org>) within 24 hours after bid opening.

INSTRUCTIONS TO BIDDERS

BID FORM: All bids shall be submitted on the Bid Forms provided herein for the **PUBLIC WORKS & CITY HALL FACILITY NEEDS PROJECT**, in the City of Lawndale. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any bid not meeting these requirements.

DELIVERY OF BIDS: The bids shall be delivered by the time and to the place stipulated in the "Notice Inviting Sealed Bids." It is the bidder's sole responsibility to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present at bid opening. It is the responsibility of the bidder to ascertain the issuance of any and all addenda prior to the submittal of his/her bid.

MODIFICATIONS AND ALTERNATIVE BIDS: Unauthorized conditions, limitations, or provisos attached to a bid will render it unresponsive and may cause its rejection. The complete bid forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative bids will not be considered unless called for. No oral, telegraphic, or telephonic bid or modifications will be considered.

WITHDRAWAL OF BID: The bid may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his duly authorized representative, and is filed with the City Clerk. **No bid may be withdrawn during the period of sixty (60) days after the opening of bids.**

BID GUARANTY: Each bid shall be accompanied by cash, or a cashier's or certified check, or by a bid bond in the amount of **ten percent (10%)** of the amount named in the bid. Said check or bond shall be made payable to the City of Lawndale and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within fifteen (15) days after written notice of the award and will furnish the necessary bonds as hereinafter provided. In case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN BIDS: In case of discrepancy between numeric and handwritten amounts, the handwritten amount shall prevail. In case of discrepancy between the unit cost and the total set forth for that item, the unit cost shall prevail, provided however, if the amount set forth as a unit cost is ambiguous, unintelligible, or uncertain for any cause, or if is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total Item Amount" column, then the amount set forth in the "Total Item Amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total Item Amount" column shall be the item price.

(2) As to unit basis items, the amount set forth in the "Total Item Amount" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit costs.

If the "Total Contract Amount" does not equal the sum of the item totals, then the Engineer, after resolving any discrepancy in the item price totals, shall sum the total column and the resultant amount shall be considered the "Total Contract Amount".

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specification. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "**Information Required of Bidder**" bound herein. No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract", is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or from a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily perform the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Information Required of Bidders." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under [Lab C §§1777.1](#) and [1777.7](#) is prohibited from working on this Project.

SUBCONTRACTOR'S LIST: Bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4107 of the Public Contract Code of the State of the California and any amendments thereto, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (1/2%) of this total bid or, in the case of bids for the construction of street and highways, including bridges, in excess of one-half of one percent (1/2%) of this total bid of \$10,000.00, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the City consents to the substitution.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the contract documents herein. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and quantity of the materials to be furnished; and as to the requirements of the contract, specifications, and drawings. The name of the individual who examined the site of the work and

the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefor.

EQUIVALENT MATERIALS: Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the City. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the City.

TAXES: No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

DISQUALIFICATION OF BIDDERS: More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bidders, will disqualify a Bidder.

RETURN OF BID GUARANTIES: Within **ten (10) days** after award of the contract, the City will return the bid guaranties made by check accompanying each of the bids except for the three (3) lowest bidders. All other bid guaranties made by check will be held until the contract has been finally executed. They will then be returned to the respective bidders whose bids they accompany. Bid guaranties made by bond shall be void according to the bid bond language, page D-1.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within **sixty (60) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his bid.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the form agreement provided, and shall secure all insurance and bonds as herein provided within **fifteen (15) days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty.

If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guaranty shall be likewise forfeited to the City. The work may then be re-advertised.

INSURANCE AND BONDS: Certificates of insurance and the required bonds in the amounts required shall be furnished by the Contractor to the City and approved by the City prior to the commencement of work.

The Contractor shall maintain a policy of workers' compensation insurance on a state approved policy form providing statutory benefits as required under the laws of the State of California for all labor employed by him or by any Subcontractor under him who may come within the protection of such workers' compensation insurance laws. At the time of execution of the contract agreement, the Contractor must provide the City with proof of Contractor's workers' compensation insurance as indicated in these Instructions with employer's liability limits in an amount not less than \$1,000,000.00.

The Contractor shall maintain a policy of commercial general liability insurance to protect said Contractor and the City against loss from liability imposed by law, for damages on account of bodily injury, including death resulting therefrom suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly or indirectly from the performance or execution of this contract or any subcontract thereunder, and also to protect said Contractor and the City against loss from liability imposed by law, for damage to any property, caused directly or indirectly by the performance and execution of this contract or of any subcontract thereunder. Said general liability insurance shall be maintained by the Contractor in full force and effect during the entire period of performance under this contract in the amount of not less than \$2,000,000.00 per occurrence and no less than \$2,000,000.00 general aggregate. The **City of Lawndale and the City's officers, employees and agents** ("City Parties") shall be named as an **"Additional Insureds"** on Contractor's general liability insurance policies. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

The Contractor shall also maintain a policy of comprehensive automobile liability insurance in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and not contributing with any other insurance available to the City of Lawndale, California, under any third party liability. The general liability policy shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with these requirements to the City Engineer.

Contractor must require all subcontractors to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Agreement. The Contractor shall not allow any subcontractor to commence work on this contract until all similar insurance and bonds required of the subcontractor have been obtained.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds conditioned upon faithful performance by the Contractor, of all requirements under the contract and upon the payment of claims of material supplier and laborers thereunder. The **Faithful Performance Bond** shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid. The **Payment Bond** (Labor and Material Bond) shall be in the sum of not less than **one hundred percent (100%)** of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the bid.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. **The payment bond shall be unconditional and remain in force during the entire term of the contract** agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein.

SUFFICIENCY OF INSURER OR SURETY FOR PAYMENT BOND AND PERFORMANCE BOND: All insurers are to be rated A or better according to the most recent Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. All sureties shall be admitted surety insurers authorized to do business in the State of California by the Insurance Commissioner. Should the City object to the sufficiency of the insurer or surety the Contractor shall immediately deliver to the City the following documents:

(a) A copy of the “Certificate of Authority” of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or

(b) A certificate from the Clerk of the County of Los Angeles that the “Certificate of Authority” of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the “Certificate of Authority” of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to timely deliver these documents shall require the City to refrain from entering the agreement, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the City, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660. Upon receipt of any bonds, City shall contact the bond company to verify the bond’s validity.

EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his construction experience, and his organization and plant facilities available for the performance of the contract.

EMPLOYMENT OF APPRENTICES: Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor or any Subcontractor under him. The Contractor and any Subcontractor under him shall comply with the requirements of said sections in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

WAGE RATES: This is a federally assisted construction contract. Contractor and/or all Subcontractors shall pay prevailing wages in accordance with Davis-Bacon and Related Acts at rates not less than those indicated in the "**Notice Inviting Sealed Bids**" section of these specifications.

SAFETY PERMIT: The Contractor, and not the City, shall be responsible for performing safety inspections for this project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, which requires orders issued by the California- Division of Occupational Health and Safety (Cal/OSHA). The Contractor, if needed, shall secure a permit for excavation and trenching from Cal/OSHA and shall file a copy of such permit with the Engineer prior to commencement of work.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "**Construction Permit**" from the City of Lawndale. This will be a **NO FEE Permit**. In addition, the Contractor, and **ALL** sub-contractors, **shall possess a City of Lawndale business license** at the time of application for the Construction Permit and for the duration of the contract. The amount of the business license fee may be obtained from the City's Finance Department at (310) 973-3246.

BID FORM

FIRM NAME: _____

POINT OF CONTACT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

FOR THE

PUBLIC WORKS & CITY HALL FACILITY NEEDS PROJECT

CITY OF LAWDALE, CALIFORNIA

Definition of Terms (for a complete definition of terms, see California Building Code, 2016 Edition):

CY.....Cubic yard
EAEach
LF.....Linear foot
LS.....Lump sum
SF.....Square foot
SYSquare yard
TONTon

The Contractor hereby agrees to enter into a contract to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Engineer of the City of Lawndale, duly appointed for said work in the matter of the construction and installation of **“PUBLIC WORKS & CITY HALL FACILITY NEEDS PROJECT”**, for the sum set forth in the following schedule:

NOTE: The estimated quantities shown herein are approximate. Payment for quantities will be made for actual materials used on the job and based on the unit costs shown below. The City reserves the right to increase or decrease the amount of any quantity shown and to delete all or any item from the contract.

BID SCHEDULE

Bid Schedule					
Public Works & City Hall Facility Needs Project					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Amount
1.	Mobilization	LS	1		
2.	Demolition	LS	1		
3.	Electrical	LS	1		
4.	Plumbing	LS	1		
5.	Flooring	LS	1		
6.	Painting	LS	1		
7.	Cabinetry	LS	1		
8.	Walls	LS	1		
9.	Reupholster	LS	1		
10.	Ceiling	LS	1		
11.	Door Refinishing	LS	1		
12.	Furniture	LS	1		
13.	Garage Doors	LS	1		
14.	Shower Enclosure	LS	1		
15.	Miscellaneous Improvements	LS	1		
Total Bid Schedule in figures					\$
Total Bid Schedule in Words					

Public Works & City Hall Facility Needs Project

Signature of Bidder

Dated _____

RESOLUTION OF CONSTRUCTION CLAIMS

(To Be Executed By Contractor)

When a Public Works claim is made to the City, the City will conduct a reasonable review of the claim and, within 45 days, provide the claimant with a written statement identifying what portion of the claim is disputed and what portion is undisputed and both parties shall work to resolve the claim as by Public Contract Code 9204. (A copy of Section 9204 may be found in the Special Provisions, under “Resolution of All Construction Claims”).

Additionally, in all Public Works claims, which may arise between the Contractor and the City which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000), the requirements of California Public Contract Code, Section 20104 through 20104.6, inclusive, shall apply. (A copy of said Code Sections may be found in the Special Provisions, under “Resolution of Construction Claims of \$375,000 or Less”.) Said Code Sections shall apply for the purpose of filing claims and civil actions for claims as defined in Section 20104 of the Public Contract Code.

The Contractor’s signature is required to verify he/she has reviewed the Code Sections.

Signature of Contractor

Dated _____

BID BOND
(10% of the Bid Amount)

KNOW ALL MEN BY THESE PRESENTS that we _____
as Principal, hereinafter referred to as "Contractor" and _____
as Surety, are held and firmly bound unto the City of Lawndale, hereinafter called the "City," in
the sum of _____
Dollars (\$ _____), for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents. The conditions of this obligation are such that whereas the Contractor submitted
to the City a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract
in writing for the _____

_____ ,
and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW, THEREFORE, if said Bid shall be rejected; or in the alternate, if said Bid is accepted,
and the Contractor (i) executes and delivers a contract in the prescribed form of the Agreement,
(ii) delivers certificates evidencing that the required insurance is in effect, (iii) executes and
delivers Performance and Payment Bonds in the forms prescribed, and (iv) in all other respects
performs the agreement created by the acceptance of said Bid, then this obligation shall be void;
otherwise this obligation shall remain in full force and effect, it being expressly understood and
agreed that the liability of the Surety for any and all default of the Contractor hereunder shall be
the amount of this obligation as herein stated. In the event suit is brought upon this bond by City
and judgment is recovered, Surety shall pay all costs incurred by City in said suit, including a
reasonable attorney's fee to be fixed by the court.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall in no way be impaired or affected by an extension of the time within
which the City may accept such a bid; and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their
several seals this ____ day of _____, 201__, the name and corporate seal of
each corporate party being hereto affixed and these presents duly signed by its undersigned
representative, pursuant to authority of its governing body.

ATTEST:

(Contractor)

(Address)

(By)

(Title)

ATTEST:

(Surety)

(Address)

(By)

(Title)

(To be filled in by Surety):

The rate of premium on this bond is \$_____ per thousand.

The total amount of premium charged is \$_____

NOTARY PUBLIC ATTACH CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

(Additional sheets may be attached if necessary.)

- (1) Address: _____
- (2) Telephone: _____ Email: _____
- (3) Type of Firm: _____
(Individual, Partnership, or Corporation)
- (4) Contractor's State License Classification _____ Expiration date _____
- (5) Corporate organized under the laws of the State of: _____
- (6) Is 51% or more of the business owned by: American Indian (), Asian (), Black (), Hispanic (), Female (), Other (Specify) _____.
- (7) List the names and addresses of all members of the firm, or names and titles of all officers of the corporation.

- (8) Number of years of experience as a Contractor in construction work. _____
- (9) List at least three (3) references for projects completed in the last 24 months:

Name	Company	Address and Telephone No. of Client
_____	_____	_____
Name	Company	Address and Telephone No. of Client
_____	_____	_____
Name	Company	Address and Telephone No. of Client
_____	_____	_____

- (10) List the name of the person who inspected the site of the proposed work for your firm:
Date of Inspection: _____

(11) If requested by the City, the Bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

(12) List the name and address of all **subcontractors who will perform work** in or about the project and indicate what part of the work will be done by each such Subcontractor.

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

NAME: _____

ADDRESS: _____

LICENSE NO. & CLASS: _____

WORK TO BE PERFORMED: _____

List the name and address of **Major Equipment Suppliers** who will provide equipment or major components for the project.

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

NAME: _____
ADDRESS: _____
EQUIPMENT TO BE PROVIDED: _____

(13) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

A. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No ()

B. If the answer to "A." is "Yes," forward a copy of the rules of each bid depository you used in the preparation of this Bid.

C. Did you have any source of subcontractor bids other than bid depositories?
Yes () No ()

D. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes () No ()

E. If the answer to “D” is "Yes", please explain the following details:

(a) Date: _____

(b) Name of person or group: _____

(c) Job involved (if applicable): _____

(d) Nature of threats: _____

(e) Additional comments: _____

(TO ACCOMPANY BID)

In accordance with Public Contracting Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:

Note: This questionnaire constitutes a part of the Bid, and a signature on the Bid shall be constituted a signature on this questionnaire.

CONTRACTOR LICENSE AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes
Name

and says that he or she is _____ of _____,
Title Name of Firm

the party making the foregoing bid, is a licensed Contractor, a duly authorized partner of a Joint Venture which holds a license as a Partnership, or a duly authorized principal and/or representative of a Corporation which holds a license as a Corporation, and that he or she understands the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the City of Lawndale.

Contractor's State License Number and Classification

License Expiration Date

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

Subscribed at: _____
(City and County, State)

on _____, 20_____.

Signature

State License Number and Classification

Street Address City State Zip Code

Telephone Number

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their

authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

**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 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 _____ [date], at _____ [city], _____ [state].

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF LAWDALE, CALIFORNIA**, hereinafter referred to as the "**City**," and _____ hereinafter referred to as the "**Contractor**,"

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled "**Public Works & City Hall Facility Needs Project**" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the said specifications and drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said City will pay and said Contractor shall receive in full compensation therefor the prices named in the Bid.

ARTICLE III: All work to be done under this contract shall be completed within **NINETY (90) consecutive calendar days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the City Engineer, in writing, within 2 days of the occurrence giving rise to the request and shall request a formal decision from the City within 10 days and shall include data supporting the request.

ARTICLE IV: The City hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Bid, the Specifications, all contract change orders issued after execution of the Contract Agreement, the General and Special Provisions, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges and agrees to comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced.

ARTICLE VII: The Contractor shall supply the City with certificates of insurance for the types and amounts of insurance required for this project as described above for this project. Said certificates must comply with all requirements for sufficient insurance as described.

ARTICLE VIII: The Contractor hereby agrees that the Contractor and any subcontractor under him shall pay not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations, to all workers employed in the execution of this contract as required under Subsection 7-2.2 of the Standard Specifications for Public Works Construction, and shall submit weekly to the City, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by [Labor Code Section 1776](#) and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows:

For all new projects Contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations and other notices prescribed by regulation.

ARTICLE IX: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except

such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, 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.

ARTICLE X: The City, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the City to secure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XI: In the performance of this agreement, the Contractor shall not engage in, nor permit others he may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XII: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the City.

ARTICLE XIII: No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE XIV: The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

ARTICLE XV: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

**CITY: CITY OF LAWDALE,
CALIFORNIA**

Dated _____, 20__

By: _____
CITY MANAGER

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Dated _____, 20__

CONTRACTOR: _____

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each Authorized Representative of Contractor.)

Address: _____

Phone: _____

Fax: _____

Email: _____

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700

"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 by 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 as 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.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, "state" shall include the superior courts of California."

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

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPRENTICESHIP REQUIREMENTS

Labor Code, Division 2, Part 7, Chapter 1, Section 1773.3 “Notice; Required information” states:

"(a)(1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five (5) days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, 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.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this section available for public review on its Internet Web site.”

Also note **Labor Code Sections 1776(g), 1777.5 and 1777.7.**

NOTICE

THE CONTRACTOR WILL BE REQUIRED TO FURNISH THE CITY OF LAWDALE WITH THE CLASSIFICATIONS OF LABORERS TO BE USED FOR THE COMPLETION OF THIS PROJECT WITHIN THREE (3) WORKING DAYS AFTER NOTIFICATION OF AWARDING OF CONTRACT.

CITY OF LAWNSDALE

GENERAL PROVISIONS

SCOPE OF WORK: The scope of work consists of facility upgrades to the Lawndale Public Works Department and City Hall; refer to the Plans and Specifications for further information. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required in the specifications and contract documents for said project.

LOCATION OF WORK: The work will take place at City of Lawndale Public Works Department, 4722 Manhattan Beach Blvd, Lawndale, CA 90260 and Lawndale City Hall, 14717 Burin Ave, Lawndale, CA 90260

STANDARD SPECIFICATIONS: California Building Code 2016 Edition.

The Standard Specifications set forth above will control the General Provisions, Construction Materials, and Construction Methods for this Contract, except as amended by the Plans, Special Provisions, or other Contract Documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of the options, or additions are called out.

LEGAL ADDRESS OF CONTRACTOR: The address given in the Contractor's bid on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. Unless otherwise required by law, the mailing to or delivering at the above-named place of any notice, letter, or other communication by the City to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

RECOVERY OF DAMAGES: The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Specifications.

MONIES MAY BE RETAINED: The City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages, as determined by the Engineer, incurred by the City, for which the Contractor is liable under the contract.

SALES AND/OR TAXES: Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state, or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

ALLOWABLE VARIATION: When in these Specifications a maximum or minimum, either in size, percentage, or thickness or relating to quality, character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed thereby.

PROTECTION OF PUBLIC UTILITIES: The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay is caused by failure of the City or owner of a public utility to provide for removal or relocation of existing utility facilities. This Agreement is subject to Government Code Sections 4215 and 4126 – 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

EMERGENCY INFORMATION: The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the County Sheriff's Department prior to beginning work.

EMPLOYMENT OF APPRENTICES: The Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of all statutory provisions relating to the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, P.O. Box 603, San Francisco, California 94101 or from the Division of Apprenticeship Standards and its branch offices.

UTILIZATION OF LOCAL BUSINESS AND LABOR: The Contractor is encouraged to make a good faith effort to subcontract with businesses located in the City of Lawndale and to employ Lawndale residents to perform the necessary work relating to this Capital Improvement project. The goal of the City Council is to stimulate business within the City and to provide employment and training for local residents.

PENALTIES FOR DISCRIMINATION IN EMPLOYMENT: Any Contractor who shall be found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of any contract with the City shall be found in material breach of such contract and the City shall have power to cancel or suspend the Contractor, in whole or in part, or to deduct from the amount payable to such Contractor the sum of twenty-five dollars (\$25.00) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract; or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this section.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PAYROLL RECORDS: The Contractor's attention is directed to the following provisions of Labor Code Section 1776, "Payroll record of wages paid; Inspections; Forms; Effect of noncompliance; Penalties". The Contractor shall be responsible for the compliance with these provisions by his subcontractors.

"(a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if printouts contain the same information as the

forms provided by the division and the printouts are verified in the manner specified subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to

a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.”

ASSIGNMENT OF ANTITRUST ACTIONS: The Contractor's attention is directed to the following provision of the Public Contracts Code, Section 7103.5, which shall be applicable to the Contractor and his subcontractors:

"(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

CONSTRUCTION SCHEDULES: Prior to issuing the “Notice to Proceed”, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor must provide to the Engineer, at the time of the pre-construction meeting, a schedule in the form of a Gantt Chart for review and approval. Any change in the construction schedule will require the Contractor to provide revised charts of those changes to the Engineer within two (2) working days. The "Notice to Proceed" will be issued upon approval of the project schedule. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer in writing for approval at least 48 hours prior to the scheduled operations on the streets affected.

The schedule shall be broken down into activities by street with durations no greater than one week. No more than 15% of the activities may be on the critical path of the baseline schedule. The Engineer will review the baseline schedule and the Contractor will make any reasonable changes requested to make the schedule acceptable.

If at any time project completion is ten or more working days behind schedule, the Contractor shall submit a recovery schedule, subject to approval, showing how the original completion date will be met.

CONSTRUCTION WORKING HOURS: The Contractor's regular hours of work will be from 7:00 AM to 5:00 PM on all work days as defined in Section 6-7.2 (S.S.P.W.C.).

EQUIVALENT MATERIALS: Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the City. Requests for consideration of equivalents must be submitted in writing allowing five (5) working days for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the City.

SPECIAL PROVISIONS

CITY OF LAWNSDALE

Public Works & City Hall Facility Needs Project

1. GENERAL

A. THE REQUIREMENT: All work embraced herein shall be accomplished in accordance with the applicable portions of the "Standard Specifications for Public Works Construction" latest edition, plus any supplements, published, herein referred to as "Standard Specifications," except as modified by the General Conditions, these Special Provisions, Standard Drawings and the Project Plans. In addition to the above, the Contractor shall comply with the requirements of the following:

- (1) Bid
- (2) Agreement
- (3) General Provisions
- (4) Special Provisions

B. DEFINITION OF TERMS: Wherever in the Standard Specifications terms are used, they shall be understood to mean and refer to the following:

- (1) City – The City of Lawndale, California
- (2) Council - The Lawndale City Council
- (3) Director, Engineer - The Lawndale Director of Public Works and City Engineer, acting either directly or through authorized agents. Also referred to herein as City Engineer.
- (4) Other terms appearing in the Standard Specifications, the General Conditions, and these Special Provisions shall have the intent and meaning specified in Section 1 of the Standard Specifications.

C. PLANS AND SPECIFICATIONS:

The location of the work, its general nature, extent, form and details of the various features are accompanying and made a part of these specification.

D. COMPLETION OF WORK:

- (1) All work to be done under this contract shall be completed within **NINETY (90) calendar days**, exclusive of maintenance periods, beginning on the date stipulated in the written "Notice to Proceed" issued by the Engineer.

(2) In the event that the Engineer is of the opinion that the work is being inadequately or improperly prosecuted in any respect, he may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

E. FINAL INVOICE AND PAYMENT:

(1) Whenever in the opinion of the Engineer the Contractor shall have completely performed the contract on his part, the Engineer shall notify the City that the contract has been completed in its entirety. He shall request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City, in the office of the Los Angeles County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Engineer for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, not including the work that has already been invoiced by the Contractor. City will pay this invoice less any amounts City is required to withhold as described elsewhere in the Contract Documents.

(2) On the expiration of sixty (60) calendar days after recordation of the acceptance of the project by Los Angeles County Recorder, the City shall pay to the Contractor the amount remaining after deducting from the amount or value stated in the invoice all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract and 150% of all disputed amounts. The City will comply with Public Contract Code Section 7107 and other applicable law regarding the release of retention.

F. RETENTION: The City will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction.

G. SUBSTITUTION OF SECURITIES FOR RETENTION: Public Contract Code Section 22300 is hereby incorporated by reference. The substitution of securities for any moneys withheld by a public agency to ensure performance under a contract shall be permitted by the City.

H. NO PERSONAL LIABILITY: No agent of the City of Lawndale shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the City nor any of its agents shall be liable for, or held to pay money, except as specifically provided in the contract.

I. UNPAID CLAIMS: If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record as prescribed by Civil Code Section 8416, any person or persons claiming to have performed any labor or furnished any material, supplies, or services toward the performance or

completion of this contract or that they have agreed to do so, shall file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharge thereof withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the City shall in its discretion permit the Contractor to file such additional bond as is authorized by Civil Code Section 9364 in a sum equal to 125% of the amount of the claim, said moneys shall not thereafter be withheld on account of such claim.

J. NOISE CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler. The noise level from the Contractor's operations, between the hours of 7:00 A.M. and 5:00 P.M., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement in no way relieves the Contractor from responsibility for complying with the City Code Chapter 8.20 "Noise Control" regulating noise level. Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the unit cost for the various contract items of work involved, and no additional compensation will be allowed therefor.

K. PERMITS AND LICENSES: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor shall also ensure that all subcontractors obtain required permits and licenses.

The Environmental Quality Act of 1970 (Chapter 1433, Stats. 1970), as amended by Chapter 1154, Stats. 1972, may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with all applicable environmental laws and regulations and conditions on the project in obtaining such permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work, and in undertaking the construction of the project. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

In the event that the City has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

L. PAYMENTS: Attention is directed to Subsection 9-3 of the Standard Specifications for partial payment and final payment requirements. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

M. LEGAL ACTIONS AGAINST THE CITY: In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules, or regulations applicable to highway work, the provisions of this section shall apply.

(1) If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.

(2) If, pursuant to court order (other than an order to show cause) the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(3) If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

(4) Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

(a) The Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:

[1] Stop all work under the contract, except that portion of the work specifically directed to be completed prior to acceptance.

[2] Perform work the Engineer deems necessary to secure the project for termination.

[3] Remove equipment and plan from the site of the work.

[4] Take such action as is necessary to protect materials from damage.

[5] Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts of orders are not to be further performed unless otherwise authorized in writing by the Engineer.

[6] Provide the Engineer with an inventory list of all materials previously produced, purchased, or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Engineer may request.

[7] Dispose of materials not yet used in the work as directed by Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

[8] Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the City all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

[9] Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.

[10] Take such other actions as the Engineer may direct.

(b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

[1] The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he has directed.

[2] The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the City.

[3] When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and

such other work as may have been ordered to secure the project for termination, he will recommend that the Engineer formally accept the contract, and immediately upon and after such acceptance by the Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Engineer.

(c) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:

[1] The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

[2] A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.

[3] The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City, or otherwise disposed of as directed by the Engineer.

[4] A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his opinion the amount thus paid, together with all amounts previously paid, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

N. CHANGES IN WORK:

Subsection 3-2.2 is hereby deleted and replaced with the following:

“3-2.2 Payment.

The City reserves the right to increase or decrease the amount of any quantity shown and to delete any items from the contract.

When extra work is to be paid on a force account basis, the labor, materials, equipment rental, and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be in accordance with the following:

Labor	20%
Materials	15%
Equipment Rentals	15%
Other Items and Expenditures	15%”

O. CONTROL OF MATERIALS:

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General. The Contractor and all subcontractors, suppliers, and vendors shall guarantee that all work performed under this contract fully meets the requirements thereof as to quality of workmanship. Should any defects become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his own expense, make any repair or replacement necessary to restore the work to full compliance with these Special Provisions.

Such repair and replacement shall be made promptly upon receipt of written notice from the Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his Surety.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss by the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the City may, notwithstanding the provisions of this article, proceed to make such correction or attention and the costs of such correction or attention shall be charged against the Contractor.

The foregoing obligation shall be secured by the surety bond in a form approved by the Engineer in an amount not less than ten (10%) of the final contract price or \$1,000.00, whichever is greater, and shall be delivered to the Engineer prior to final acceptance of the work. Payment for fulfilling the requirements of this section shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

4-1.4 Test of Materials. Except as elsewhere specified, the City will bear the cost of testing material and/or workmanship that meets or exceeds the requirements indicated in the project specifications contained herein, Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the Special Provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-1.6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained, in writing.

P. LIQUIDATED DAMAGES: Section 6-9 of the Standard Specifications is hereby amended as follows:

“(1) Time is of the essence with respect to the performance by Contractor of its duties. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day, or portion thereof, in excess of the time specified for completion of the work (as adjusted), the

Contractor shall pay to the City, or the City may deduct from any payments due or to become due to Contractor, the sum of \$500.00.

Execution of the contract under these specifications shall constitute agreement by the City and the Contractor that the specified liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.”

Q. CONFERENCES AND MEETING: When and as directed by the Engineer, the Contractor shall attend all conferences and meetings that the Engineer deems necessary for the proper progress of work under this contract.

R. UNDERGROUND SERVICE ALERT: Except in an emergency, the Contractor, prior to conducting any excavation or resurfacing, shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing.

Underground Service Alert may be contacted by calling 1-800-422-4133.

S. RESOLUTION OF ALL CONSTRUCTION CLAIMS:

“9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity 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 public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies 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, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing 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 public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity 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 public entity 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 public entity 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 public entity 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 public entity and the claimant sharing the associated costs equally. The public entity 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 public entity 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 a public entity 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.

(3) Failure by the public entity 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 public entity'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.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity 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 public entity 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 public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) 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) a public entity 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.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.”

RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS

“20104. Application of article; provisions included in plans and specifications

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means “public works contract” as defined in Section 1101 but does not include any work or improvement contracted for by the State or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.”

“20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

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

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

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

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim as provided in 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 the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by 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.”

“20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses

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

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) 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 (Title 4 (commencing with Section 2016.010), of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.”

“20104.6. Payment on undisputed portion of claim; interest on arbitration award or judgment

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency 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.”

T. WORKING HOUR RESTRICTIONS: Eight hours’ labor is a legal day’s work. Any workers time of service is restricted to eight hours during any calendar day and forty hours during any calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor or Subcontractor shall, as a penalty to the City forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the law.

U. EXAMINATION AND AUDIT: All documents and records that relate in any way to this Agreement shall be maintained for a period of three years after the final payment under this Agreement. These records shall be subject to the examination and audit by the City and by the State Auditor, at the request of the City or as part of any audit of the City, for a period of three years after final payment under the Agreement.

V. DELAYS AND EXTENSIONS OF TIME

6-6.4 Written Notice and Report. The first sentence of subsection 6-6.4 is hereby deleted and replaced with the following:

“If the Contractor desires payment for a delay as specified in Subsection 6-6.3 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-6.2 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of the beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions that set the beginning time for the delay.”

W. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The second paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his operations or as required by the Plans and Specifications.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.”

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following:

“All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the unit cost for the various items of work and no additional compensation will be allowed therefor.”

2. PUBLIC CONVENIENCE AND SAFETY

A. GENERAL: In addition to the requirements specified in Subsections 7-10 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual of Traffic Controls."

The Contractor shall give one week advance notice prior to the start of construction to all residences and businesses facing or siding on the construction area. Said notice shall be in writing on the Contractor's letterhead and shall explain in concise terms the extent and nature of the Work, the anticipated schedule, and office and emergency telephone numbers where the Contractor's representative can be reached.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his expense.

Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the City. The cost of placement to these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

Prior to beginning any construction, the Contractor shall furnish the Engineer with local emergency phone numbers where he or a representative may be contacted during non-working hours or days for the purpose of replacing or providing additional warning or safety devices as directed by the Engineer.

B. UTILITIES: It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his operations, and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations. When in doubt, the Contractor shall contact the utility concerned before proceeding further.

Upon completion of the project, the Contractor shall be responsible to remove all painted utility markings, whether done by him or the respective utility owners on behalf of the contractor for this project work, from the surfaces of sidewalks, driveway approaches, curbs and gutters using the removal method acceptable to the Engineer. Any damage to sidewalks, driveway approaches, curbs and gutters due to the Contractor's removal operation shall be repaired at the Contractor's expense and to the satisfaction of the Engineer. Payment for removing utility markings shall be included in other items of work, and no additional compensation will be allowed therefore.

C. LOCATION: The location and existence of any underground utility or substructure, if shown on Plans, was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities.

The Contractor shall notify the owners of all utilities and substructures as set forth in the General Provisions.

D. RELOCATION: The second sentence of the last paragraph of Subsection 5-4 of the Standard Specifications is hereby deleted and replaced with the following:

When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities.

E. DELAYS: The second paragraph of Subsection 5-5 is hereby deleted and replaced with the following two paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 5-1. The Contractor shall ascertain further detailed information to coordinate his work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 72 hours in advance of the needed work. Any costs for delay of the Contractor or utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

F. AIR POLLUTION CONTROL

Section 7-8.2, "Air Pollution", of the Standard Specifications is supplemented by the following:

“The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control, rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.”

G. WATER POLLUTION: The Contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his operations so as to prevent portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system.

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the unit cost for the various contract items of work, and no additional compensation will be allowed therefor.

H. PROJECT APPEARANCE: The Contractor shall maintain a neat appearance to the work.

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

I. WORK HOURS: The Contractor's working hours shall be limited to the hours between 7:00 a.m. and 5:00 p.m., excluding recognized holidays. Deviation from normal working hours will not be allowed without prior consent of the City Engineer.

In the event work is allowed by the Engineer outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the Contractor at a rate of \$50.00 per hour, including travel time where applicable. The above charge may also be levied if inspection services are deemed necessary by the Engineer as a matter of public safety or to otherwise insure the quality of the work.

J. CONSTRUCTION YARD: It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Engineer and must be free of objectionable material. The Contractor must submit to the Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the Engineer. Full compensation shall be considered as included in unit cost for the various contract items of work involved and no additional compensation will be allowed therefor.

No equipment or material used for staging shall be allowed to be stored on any City streets during non-work time. All stage equipment and/or material shall be stored offsite and if such location is used, it shall be submitted in writing and approved by the City Engineer. All costs associated with such staging and location shall be included in other bid items of work and no additional compensation will be allowed thereof.

K. SANITARY CONVENIENCE: Necessary sanitary facilities for the use of the workmen performing the work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained by Contractor, in a manner approved by the Engineer, and the use of such facilities shall be strictly enforced by the Contractor.

L. INSPECTION: The Engineer, or his authorized agent, shall at all times have access to work during construction and shall be furnished, to the extent possible, complete information and all documentation to ascertain full knowledge regarding the progress, workmanship and character of materials used and employed in the work. Whenever required, the Contractor shall furnish to the City for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the City designated by the Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall notify the Engineer or his authorized agent forty-eight (48) hours in advance when he will require inspection for either material or work to be done.

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 by the Engineer or his authorized agent and accepted or estimated for payment.

M. RESPONSIBILITY OF THE CITY: The City shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided for in these Contract Documents.

N. RECYCLING OF MATERIALS: Contractor's Obligation. Recycling of asphalt concrete, portland cement concrete, aggregate base, and green waste (trees and shrubs) is required. The Contractor is required to recycle at least 65% of all recyclable materials. All recycled materials shall be weighed on a certified weigh scale with weight tickets showing project name. **RECORDS OF DISPOSAL, INCLUDING WEIGHT OF MATERIALS, SHALL BE SUBMITTED TO THE CITY THE AGENCY ON A MONTHLY BASIS.**

Prior to commencing work, the Contractor shall complete the "Construction and Demolition Waste Reduction and Recycling Plan" form and submit it to the Public Works Department for review and approval. The Contractor will be expected to follow the approved Plan and document results during construction. At the completion of activities, the Contractor shall submit the "Construction and Demolition Waste Reduction and Recycling Report" form to the Public Works Department for review and approval of compliance with the Plans. The above-referenced forms are provided in Appendix 2.

The Contractor is obligated, under this contract, to recycle the waste material through an approved recycling plant. **In the event the Contractor fails to comply with the C&D requirements (at least 65%), three percent (3%) of the approved contract amount will be forfeited to the City by Contractor as a penalty.**

Payment for Recycling of Materials shall be included in the unit cost for the various contract items of work and no additional compensation will be allowed therefor.

O. TRAFFIC AND ACCESS: *The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer. Temporary ramps for driveways shall be provided and maintained by the end of each working day and during the weekends. Temporary driveway ramps shall be constructed with crushed miscellaneous base as directed by the Engineer.*

Contractor shall maintain vehicular, bicycle, and pedestrian traffic access through the project area at all times. A minimum of one 12-foot wide traffic lane and a minimum of one 4-foot wide all-weather paved pedestrian walkway shall be provided at all times, except as permitted by the Engineer. During times when less than 2 lanes of traffic are provided, contractor shall provide traffic control for the entire duration there is less than 2 lanes. The traffic lanes shall be maintained on all-weather pavement and shall remain unobstructed.

P. STREET CLOSURES, DETOURS, BARRICADES, PARKING: Street closures will not be allowed, except as specifically permitted by the Engineer.

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

Lane transitions shall conform to the Caltrans Traffic Manual, Section 5-08.4, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by City forces shall be back charged to the Contractor based on the actual costs, plus City overhead and withheld from the final payment.

As specified in the General Provisions, the schedule shall be submitted to the Engineer for approval prior to commencing work. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be made in accordance with the General Provisions.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for STREET CLOSURES, DETOURS, BARRICADES, PARKING shall be considered as included in the unit cost for bid item: "Traffic Control" no additional compensation will be allowed therefor.

TECHNICAL PROVISIONS

CITY OF LAWNSDALE

Public Works & City Hall Facility Needs Project

A. SCOPE OF WORK

The work consists of furnishing all materials, equipment, tools, labor, and incidentals required to complete the improvements shown on the Plans, Specifications and Contract Documents. The work performed under this contract is summarized in the Notice Inviting Sealed Bids. The Scope of Work includes, but is not limited to, each bid item listed in the Contractor's Bid Proposal, as shown on the plans as covered in the Standard Specifications, and as described in the corresponding items on the following pages.

The work in general, to be performed pursuant to these specifications, consists of facility upgrades to the Lawndale Public Works Department and City Hall; refer to the Plans and Specifications for further information.

B. TIME OF COMPLETION

The Contract Time of Completion is specified in the Bid Form.

C. COOPERATION.

The Contractor shall cooperate with utility personnel and its contractors and their personnel and provide access to the work site. Notification, scheduling and coordination of construction with the respective utility are the responsibility of the Contractor. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

Project Specific Utility Notifications and Contacts:

<i>Company</i>	<i>Contact</i>
City of Lawndale	Nabi Siddiqi Assistant Engineer (310)973-3261
Golden State Water Company	Joe Salcido, Ops Sup (310) 660-0320 ext 101 (805) 297-0971
Southern California Edison	General Planning (310)783-9389
AT&T	AT&T Representative (800)222-0300
Southern California Gas	So. California Gas Rep. (800)427-2200
Verizon	Maintenance (888)875-4144
Time Warner Cable	Stan Walker (424)212-6994
LA Co. Dept of Public Works Road Dept.	George Ellis (626)458-1700 ext. 1629
LA Co. Dept of Public Works Sewer Maint.	Nicholas Agbotbu (626)300-3382
LA Co. Dept of Public Works	Request for Service (626)458-4357
West Basin Municipal Water District	Wyatt Woan (310)660-6203
County Sanitation District of Los Angeles	Mike Sullivan (562)908-4288 ext.2501

D. EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the Contractor and Subcontractors, or their representatives, shall be filed with the Public Works Department, Police and Fire Department prior to beginning work.

E. ENVIRONMENTAL MITIGATION

The Contractor shall comply with the following environmental mitigations:

All storm drains within and immediately adjacent to the project limits are to be protected from pollutants through the use of BMP's as directed by the Public Works Department. BMP's will include but are not limited to placement of sandbags or other water containment devices and wet vacuuming of concrete residue during saw cutting and pressure washing operations. Washing down of sediment, concrete residue or any other debris to the storm drain is strictly prohibited by City Ordinance and State regulation of storm water quality. The BMP's shall be furnished and installed by the Contractor, and no additional compensation will be allowed therefore.

F. DESCRIPTION OF BID ITEMS

The unit prices to be paid for the items listed in the Contractor's Proposal as defined herein shall be considered full compensation for furnishing all labor, materials, tools and equipment, and disposal materials, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details shown on the Plans, as specified herein, and as directed by the City Public Works Department.

All incidental work which is neither shown on the Plans nor otherwise specified, and which is necessary to complete the construction of improvements as shown on the Plans and as specified herein, shall be furnished and installed as though such work were shown on the Plans or specified herein, and no additional compensation will be allowed therefore.

G. APPLICABLE STANDARD SPECIFICATIONS

The work to be done under this Contract requires the completion of all work in accordance with the General Specifications and the Technical Provisions herein, and the following Standard Specifications and Standard Drawings, as modified herein. In the case of conflict between the Standard Specifications and Standard Drawings and the Technical Provisions and Construction Drawings, the Technical Provisions shall take precedence over all of the following referenced Standard Specifications and Standard Drawings, in all areas. Said referenced Standard Specifications and Standard Drawings shall take precedence in the following order:

1. "Los Angeles County Department of Public Works Standards", latest edition. Said "Standard Drawings" are incorporated herein by this reference.
2. State of California, Department of Transportation (CALTRANS), Standard Specifications and Standard Plans, 2018 (Revised) editions. Said "State Standard Specifications" and "State Standard Plans" are incorporated herein by this reference.
3. "State of California Manual on Uniform Traffic Control Devices" (California MUTCD), latest edition, is incorporated herein by this reference.
4. "Standard Specifications for Public Works Construction", (Green Book), 2018 edition including all revisions, addendums and supplements, for civil work, curb ramps, sidewalk, and curb & gutter. Said "Standard Specifications" are incorporated herein by this reference. Copies may be purchased from Building News, Inc. 3055 Overland Avenue, Los Angeles, California 90034.

1. PRIOR TO CONSTRUCTION

1. Contractor shall obtain encroachments and excavation permit from the City.
2. Contractor shall notify the Police and Fire Departments giving the expected starting date, the name and telephone number of a responsible person that is to be contacted, at any hour in the event of a condition requiring immediate correction. Emergency vehicles shall be permitted to pass through the work area, without delay, at all times.
3. Contractor shall notify businesses as required in the Special and Technical Provisions. The notice shall include but not limited to:
 - a. The Time and Date of Working Days.
 - b. A copy of the approved construction schedule (must be approved by the City).
 - c. Completion Date.
 - d. Distribution of Construction Notification Letter (must be approved by the City).

Section 9. MEASUREMENT AND PAYMENT

9.1 General. *Add the following:*

The bid items are lump sum. The Contractor shall visit the site for the purpose of becoming thoroughly familiar with the existing site conditions and the scope of work required to complete the proposed improvements in place and fully operational in accordance with the plans and specifications. The Contractor shall furnish whatever quantities are actually needed to complete the Work.

PART 1 - GENERAL

1.01 WORK COVERED BY THE CONTRACT DOCUMENTS

A. The Work to be done includes the furnishing of all administration, labor, materials, tools, equipment and incidentals required to complete the work delineated in the plans and specifications for the Public Works & City Hall Facility Needs Project, all in accordance with the Contract Documents, enumerated in the Contract. If any item of Work is neither indicated on the Drawings nor mentioned in the Specifications but can be reasonably inferred because of custom or practice or is reasonably necessary to perform Work required by the Contract Documents, such Work shall be deemed required and shall be performed at no additional cost to the City.

B. The Work to be done hereunder consists generally of new flooring, paint, ceiling, cabinetry, plumbing, electrical, walls, garage doors, door refinishing, reupholster, furniture, garage doors and shower enclosures.

C. Scope of work includes the following, (please refer to plans for a more detailed scope of work for the project):

- Mobilization – Staging area, relocation of existing furniture, traffic control, haul routes, flagmen to direct construction traffic on site, HEPA filters, noise and dust abatement, safe site.
- Demolition – locate existing utilities, GPR survey, setting out, saw cutting, excavation, removal of existing flooring, base cove, ceiling tiles, light fixtures, ceiling vent covers, and garage doors. Gutting of entire kitchens, bathrooms, shower rooms, locker room, and copy room. Legal disposal of demolished materials.
- Electrical – conduits and wiring, lighting, dimming systems, occupancy sensors, conduits and outlets for power. Updating GFCI electrical outlets in kitchen and bathrooms and electrical connection for roll up garage doors
- Plumbing – installation of sinks, dishwasher, showers, garbage disposals, faucets, toilets, urinals, and drains.
- Flooring – Installation of carpet, hardwood flooring, tile, and vinyl base cove.
- Painting - Entire interior wall paint of both facilities including doors at Public Works.
- Cabinetry – Installation of all the cabinetry for the kitchens, bathrooms, copy room, and locker room.
- Walls - Installation of cement board and tile in all bathrooms and showers.
- Reupholster - Reupholster of all council chairs, council chamber wall, and conference room wall.
- Ceiling - Installation of ceiling tiles and vent covers in both facilities.

- Door Refinishing: All City Hall doors to be refinished.
- Furniture – Furnish and assembly of council chairs, staff chairs, conference room chairs, lunch tables with outlets and chairs, new locker room bench, new desks, and new partitions.
- Garage Doors: Furnish and installation of all garage doors.
- Shower Enclosure: Furnish and installation of tile, cement board, glass doors, and waterproofing.
- Miscellaneous Improvements: Furnish and installation of bathroom partitions, soap/towel dispensers, grab bars, and ADA door handles.

1.02 PROJECT LOCATION

4722 Manhattan Beach Blvd, Lawndale, CA 90260

14717 Burin Ave, Lawndale, CA 90260

1.03 CONTRACT DOCUMENT VERBIAGE

The Contract Documents are intended to be entirely genderless in phrasing, reference, and intent. Any verbiage which references one gender shall be for convenience only and shall in no way mean or imply any limitation to that gender and shall furthermore be interpreted to include both genders.

1.04 CONTRACTORS USE OF THE PREMISES / SITE

A. Maintain clear access to all fire protection equipment always, including access to fire hydrants. Contractor shall not block or prevent access to the public pedestrian path (except in location of construction), public and private parking. A detour shall be provided when the pedestrian path is blocked.

B. Maintain unobstructed exit ways to public ways at all times during construction.

1.05 WORK PERFORMED BY THE CITY OR OUTSIDE CONTRACTORS

Cooperate with and afford other contractors or workmen reasonable opportunity for the execution and installation of their Work and shall coordinate its Work with theirs.

1.06 DISPOSAL OF DEMOLISHED MATERIALS

Use the same routes as described in the special provisions of the Standard Specifications for disposal or recycle of removed materials. Dispose of or recycle all materials in a lawful and environmentally correct manner at a properly licensed facility and in compliance with the requirements of the special provisions. File with the City a demolition plan (listing) including an accounting of where it intends to dispose or recycle all materials removed from the site.

1.07 EMERGENCY INFORMATION

File the names, addresses, and telephone numbers of the Contractor, Subcontractors, or their representatives with the City prior to beginning Work. File a 24-hour phone number for Contractor's Representative with the Engineer and the City of Lawndale Public Works Department for purposes of Non-Workday emergency or information contact.

1.08 FIELD MEASUREMENTS, LAYOUTS, AND ENGINEERING

Contractor is responsible for all site survey work including the correct setting out of the new structures in accordance with the plans.

1.09 DOCUMENT CONTROL

For Construction Schedule, see Section 6 of these Specifications.

1.10 DISCREPANCIES

In the event of a discrepancy between small scale drawings and large-scale details, or between the Drawings and Specifications, or within the Specifications, immediately bring the discrepancy to Engineer's attention for decision before proceeding with the particular work involved. Work carried out disregarding this instruction is subject to removal and replacement at the sole expense of the Contractor.

PART 2 – MATERIALS

(Not Used)

PART 3 – EXECUTION

(Not Used)

PART 4 – PAYMENT

(Not Used)

END OF SECTION

PART 1 - GENERAL

Payments will be made in due course of payments by the City of Lawndale. Measurement and Payment shall conform to Section 9, "Measurement and Payment," of the General Requirements of these specifications.

1.1 SCHEDULE OF VALUES

A. Submit to the Engineer, within (ten) 10 days after execution of the Contract, a breakdown of each bid item in a form which will assist the Engineer in preparing the estimates for progress payments.

B. Provide a breakdown of lump sum prices provided in the Bid for use in preparing estimates of completed Work on which to base claims for partial payments. Under each lump sum item in the Bid, prepare an itemized breakdown of the Contract Price indicating quantities and unit prices for the various elements of the work.

1. The breakdown shall be a true representation of the Contract Price for Work covered by the specifications and drawings and shall be subject to acceptance by the Engineer. An unbalanced breakdown will not be acceptable.

2. Values assigned to the price breakdown will be used only as a basis for partial payments and not as a basis for additions to or deletions from the Contract Price.

1.2 WORK LISTED IN THE SCHEDULE OF WORK ITEMS

The lump sum prices include full compensation for furnishing the labor, supervision, administration, materials, tools, equipment and incidentals and doing all the work involved to complete the Work in the Contract Documents, and no additional compensation will be paid by the City. Work described herein is applicable to the Schedule of Work items unless otherwise noted.

A. Bid Items (City Hall)

1. Mobilization: Staging area, traffic control, haul routes, flagmen to direct construction traffic on site, HEPA filters, noise and dust abatement, safe site, temporary relocation of existing furniture, paintings, pictures, shelves, and similar items. Delivery of all materials.

*Refer to Appendix B for exact quantities of items 2-15

2. Demolition: Locate existing underground utilities, carry out GPR survey, removal of existing carpet/flooring, removal of existing base cove, removal of ceiling tiles, removal of light fixtures, removal of existing fabric on council chamber chairs, removal of existing fabric on council chamber and conference room walls, removal of all ceiling vent covers, and removal of garage doors. Gutting of entire kitchens, bathrooms, shower rooms, locker room, and copy room. Legal disposal of demolished materials. This bid item shall include all labor, materials, tools, equipment and incidentals required to complete the work in place at no additional cost to the City.

3. Electrical: This lump sum bid item shall include for the installation of all light fixtures, conduits and wiring, dimming systems, occupancy sensors, conduits and outlets for power, updating GFCI electrical outlets in kitchen and bathrooms, update all light switches, and electrical connection for roll up garage doors in accordance with the plans and specifications, including testing and commissioning of the systems.

4. Plumbing: This lump sum bid item includes the installation of the plumbing systems complete in place for a new dishwasher, bathroom and kitchen sinks, showers, faucets, garbage disposal, toilet, urinal and drain grates in accordance with the plans and specifications.

5. Flooring: This lump sum bid item includes for installation of carpet, laminate flooring, tile, and vinyl basecove in accordance with the plans and specifications.

6. Painting: This lump sum bid item includes for entire interior and exterior wall paint of both facilities including doors at Public Works in accordance with the plans and specifications.

7. Cabinetry: This lump sum item includes for the manufacture and installation of all the cabinetry for the kitchens, bathrooms, locker room, and copy room shown in the plans, complete in place.

8. Walls: This lump sum item includes for the installation of cement board and tile in all bathrooms and showers in accordance with the plans and specifications.

9. Reupholster: This lump sum bid item shall include for the reupholster of all council chairs, council chamber wall, and conference room wall in accordance with the plans and specifications.

10. Ceiling: This lump sum bid item includes for installation of acoustic ceiling tiles and vent covers in both facilities, in accordance with the plans and specifications.

11. Door Refinishing: This lump sum bid item includes for all City Hall doors to be refinished, in accordance with the plans and specifications.

12. Furniture: This lump sum item includes furnishing and assembling of council chairs, staff chairs, conference room chairs, lunch tables with outlets and chairs, new locker room bench, new desks, and new partitions, in accordance with the plans and specifications.

13. Garage Doors: This lump sum item includes for the manufacture and installation of all garage doors, in accordance with the plans and specifications.

14. Shower Enclosure: This lump sum item includes for the installation of cement board, waterproofing, tile, and glass doors, in accordance with the plans and specifications.

15. Miscellaneous Improvements: This lump sum item includes for the installation of bathroom partitions, soap/towel dispensers, grab bars, and ADA door handles, in accordance with the plans and specifications.

1.3 WORK NOT LISTED IN THE SCHEDULE OF WORK ITEMS

A. Submit to The General Specifications and items in the Special Provisions, general requirements, and specifications which are not listed in the schedule of work items of the bid are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the Project in the various listed work items on the bid.

B. The bid for the work is intended to establish a total cost for the Work in its entirety. Should the Contractor feel that the cost for the Work has not been established by specific items in the bid, include the cost for that work in some related bid item so that the bid reflects the total cost for completing the Work in its entirety.

C. Any improvements specified in the plans but not specifically mentioned in the above bid items, the contractor shall include for such items of work in the above bid items.

PART 2 – MATERIALS

(Not Used)

PART 3 – EXECUTION

3.1 The opening up of the walls between the existing and new two-story extension shall not be executed until the final stages of construction for the two-story extension. This is required to minimize disruption to the daily operations of the Health Department.

PART 4 – PAYMENT

(Not Used)

END OF SECTION

SECTION 02 22 22 – MINOR DEMOLITION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Move furniture.
- B. Removal of existing carpet.
- C. Disposal of materials.

1.2 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. Disposal: Removal off-site of demolition waste and subsequently deposit in landfill acceptable to authorities having jurisdiction.
- C. Salvage: Recovery of demolition waste for subsequent reuse.
- D. Recycle: Recovery of demolition waste for subsequent processing.
- E. Existing to Remain: Items of construction that are not to be removed and that are not indicated to be removed salvaged, or recycled.
- F. Move: Relocate furniture items prior to removal of existing flooring. Move items back after new floor installation.

1.3 MATERIALS OWNERSHIP

- A. Historic items, relics, cornerstones, commemorative plaques, tablets and similar objects encountered during demolition are to remain the Owner's property.
- B. Carefully remove each item in a manner to prevent damage and deliver to Owner.

1.4 SUBMITTALS

- A. Predemolition Photographs: Show conditions of exiting adjacent construction and site improvements that might be misconstrued as damaged by demolition operations. Submit before work begins.
- B. Record Documents: Submit under provisions of Section 017700. Accurately record locations of utilities and subsurface obstructions.

1.5 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for demolition work, safety of structure, electrical disconnection and reconnection dust control and disposal of materials.
- B. Comply with California Fire Code (CFC), California Code of Regulations, (CCR) Title 24, Part 9, Article 87 - Fire Safety During Construction, Alteration or Demolition of a Building,

Section 8706 - Fire Safety During Demolition.

- C. Obtain required permits from authorities.
- D. Notify affected utility companies before starting work and comply with their requirements.
- E. Do not close or obstruct egress width to exits.
- F. Do not disable or disrupt building fire or life safety systems without 3 day prior written notice to the Owner.

1.6 PROJECT CONDITIONS

- A. Areas of buildings to be demolished will be evacuated and their use discontinued before start of work.
- B. Owner will occupy building(s) adjacent to demolition area. Conduct demolition so owner's operation will not be disrupted.
- C. Provide at least 72 hour notice to Owner of activities that will affect Owner's operation.
- D. Maintain access to existing walkways, exits and other adjacent occupied facilities.
- E. Owner assumes no responsibility for areas of buildings to be demolished.
- F. Hazardous Materials: Hazardous materials are present in buildings to be demolished. A report on the presence of hazardous materials has been prepared by the Owner by a third part and is on file for review and use.
- G. Do not disturb hazardous materials except as specified.

1.7 SCHEDULING

- A. Schedule work under provisions of Section 013200.
- B. Schedule Work to coincide with new construction.
- C. Perform work during normal hours of operation.
- D. Notify Owner in writing 5 days in advance of any required work to be performed on a weekend or holiday.
- E. Coordinate utility and building service interruptions with Owner.
- F. Schedule tie-ins to existing systems to minimize disruption.
- G. Coordinate Work to ensure fire sprinklers, fire alarms, smoke detectors, emergency lighting, exit signs and other life safety systems remain in full operation in occupied areas.

1.8 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Architect. Do not resume operations until directed.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

1.1 EXAMINATION

- A. Correlate existing conditions with requirements indicated.
- B. Inventory and record condition of items to be removed and salvaged.
- C. Execute predemolition photographs.
- D. Verify that hazardous waste remediation is complete.

1.2 PREPARATION

- A. Existing Utilities: Locate, identify, disconnect and seal or cap off indicated utilities serving areas to be demolished.
- B. Salvaged Items: Clean, pack and identify items for storage.
- C. Protect existing items which are not indicated to be salvaged, removed, or altered.
- D. Erect and maintain weatherproof closures for exterior openings.
- E. Erect and maintain temporary partitions to prevent spread of dust, fumes, noise, and smoke to provide for Owner occupancy as specified in Section 011100.

1.3 DEMOLITION

- A. Conduct demolition to minimize interference with adjacent building areas.
- B. Cease operations immediately if structure appears to be in danger. Notify Architect. Do not resume operations until directed.
- C. Maintain protected egress and access to the Work.
- D. Maintain fire safety during demolition in accordance with CFC, Article 87, Section 8706.
- E. Demolish in an orderly and careful manner. Protect existing supporting structural members.

1.4 SALVAGING OF DEMOLITION MATERIALS

- A. Salvage materials under the provisions of Section 017419.
- B. Clean salvaged items.
- C. Pack or crate items after cleaning. Identify contents.
- D. Store items in secure area until delivery to Owner.
- E. Protect items from damage.
- F. Install salvaged items to comply with requirements for new materials and equipment.

1.5 RECYCLING OF DEMOLITION MATERIALS

- A. Recycle demolition waste to the extent possible.
- B. Separate recycled demolition materials from other demolished materials.
- E. Transport recyclable materials that are not indicated to be reused off Owner's property to recycling receiver or processor.

- F. Recycled incentives received for building demolition materials shall be equally shared between Contractor and Owner.
- G. Doors and Hardware: Brace open end of door frames. Leave hardware attached to doors.
- H. Carpet and Pad: Store clean dry carpet and pad in a closed container or trailer.
- I. Equipment: Drain tanks, piping and fixtures. Seal openings with caps or plugs.
- J. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves and other components.
- K. Lighting Fixtures: Remove lamps and separate by type.
- L. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
- M. Conduit: Reduce conduit to straight lengths and store by type and size.

1.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Except for items to be recycled, reused, salvaged, or otherwise indicated to remain, remove demolished materials from Project site and legally dispose of them in an EPA – approved landfill.
- B. Do not burn or bury materials on site.

1.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition.
- B. Remove temporary construction.
- C. Return adjacent areas to condition existing before demolition operations began.
- D. Leave site in a clean condition.

END OF SECTION 02 22 22

SECTION 09 65 00 – RESEILIENT FLOORING

PART 1 - GENERAL

1.1 REFERENCES

- A. ADAAG - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities.
- B. CBC - California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, California State Accessibility Standards.
- C. ASTM E648 - Test Method for Critical Radiant Flux of Floor-Covering Systems using a Radiant Energy Source.
- D. ASTM E662 - Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
- E. ASTM F710 - Practice for Preparing Concrete Floors and other Monolithic Floors to Receive Resilient Flooring.
- F. ASTM F1861 - Standard Specification for Resilient Wall Base.
- G. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
- H. FS RR-T-650 - Treads, Metallic and Non-metallic, Non-skid.
- I. FS SS-T-312b - Tile, Floor: Asphalt, Rubber, Vinyl, Vinyl Composition.

1.2 REGULATORY REQUIREMENTS

A. Resilient flooring to comply with the following fire performance characteristics as determined by testing products per ASTM test method indicated below:

1. Critical Radiant Flux: 0.45 watts per sq cm or more per ASTM E648.
2. Smoke Density: Less than 450 per ASTM E662.

B. Products supplied for tile installation shall comply with local regulations controlling use of volatile organic compounds (VOC).

C. Resilient flooring products shall have a coefficient of friction when tested according to ASTM D2047 of 0.60 for flat floors and 0.80 for ramped surfaces.

D. Conform to CBC, California Building Code, (CCR) Title 24, Part 2, and ADAAG for accessibility requirements.

PART 2 - QUALITY ASSURANCE

2.1 Sustainability Requirements: Comply with CALGreen requirements including those relative to finish material pollution control for adhesives and resilient flooring.

2.2 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 013300.
- B. Provide seaming and pattern plan.

- C. Submit samples under provisions of Section 013300.
- D. Submit two samples 3 x 3 inches in size, illustrating color and pattern for each floor material specified.
- E. Submit two 2 inch long samples of base and stair material for each material specified.
- F. Submit manufacturer's product data for adhesives including printed statement of VOC content under the provisions of Section 013523.

2.3 OPERATION AND MAINTENANCE DATA

- A. Submit cleaning and maintenance data under provisions of Section 017700.
- B. Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.

2.4 ENVIRONMENTAL REQUIREMENTS

- B. Store materials for three days prior to installation in area of installation to achieve temperature stability.
- C. Maintain ambient temperature required by adhesive manufacturer three days prior to during, and 24 hours after installation of materials.
- D. Subfloor Moisture Conditions: Moisture emission rate of no more than 3 lb/1000 sq. ft./24hours when tested by Quantitative Anhydrous Calcium Chloride Test, ASTM F1869, with subfloor temperature not less than 65 degrees F.
- E. Subfloor Alkalinity Conditions: A pH range of between 5 to 9 when subfloor is wetted with potable water and pHdrion paper is applied.

PART 3 - PRODUCTS

3.1 MANUFACTURERS

Not used.

3.4 BASE MATERIALS

- A. Base: ASTM F1861, Type TS rubber; Group 1 solid; Style B coved; 4 inch high; 0.125 inch thick; top set, in maximum practical lengths unless noted otherwise.

3.5 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by flooring material manufacturer.
- B. Primers and Adhesives: Waterproof; types recommended by flooring manufacturer. Shall meet South Coast Air Quality Management District (SCAQMD) Rule #1168.
- C. Edge Strips: Rubber. Color: As Selected by the Architect from Manufacturer's standard range.

PART 4 - EXECUTION

1.3 INSTALLATION – TILE MATERIAL

- A. Install in accordance with manufacturers' instructions.
- B. Mix tile from container to ensure shade variations are consistent.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Set flooring in place, press with heavy roller to attain full adhesion.
- E. Lay flooring with joints and seams parallel to building lines.
- F. Install tile in random pattern.
- G. Terminate flooring at centerline of door openings where adjacent floor finish is dissimilar.
- H. Install edge strips at unprotected or exposed edges, and where flooring terminates.
- I. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.
- J. Install flooring in pan type floor access covers. Maintain floor pattern.
- K. Install flooring under movable partitions and under cabinetry without interrupting floor pattern.
- L. Install flooring in open cabinet recesses.
- M. Install feature strips, edge strips, and floor markings where indicated. Fit joints tightly.

4.4 INSTALLATION - BASE MATERIAL

- A. Fit joints tight and vertical.
- B. Install material in maximum practical lengths.
- C. Maintain minimum measurement of 18 inches between joints.
- D. Miter internal corners.
- E. Field wrap external corners with longest practical lengths. "V" cut back surface to 2/3 its thickness.
- F. Install base on solid backing. Bond tight to wall and floor surfaces.
- G. Scribe and fit to door frames and other interruptions.

4.5 PROTECTION

- A. Prohibit traffic on floor finish for 48 hours after installation.

4.6 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean floor and base surfaces.

END OF SECTION 09 65 00

SECTION 01045 - CUTTING AND PATCHING

01045-1 – GENERAL

- 1.1 The work of this section includes the furnishing of all labor, materials, equipment and services for cutting, patching and finishing required to complete the modifications required by the Plans, Technical Specifications, and Standard Details, including without limitation:
 - A. Inspect existing conditions, both before and during the performance of work.
 - B. Request information when unforeseen conditions are encountered before proceeding with work.
 - C. Patch and refinish existing visible surfaces after the removal of existing items.
 - D. Removal and reinstallation, or replacement, of existing moldings, trim, casing, etc.
 - E. Cutting required for the proper installation of new mechanical systems.
 - F. Termination and sealing off of smoke holes, exhaust ducting, and other penetrations in the shell of the structure.

01045-2 — EXECUTION

- 2.1 Inspect existing conditions of the building, both before and during the performance of work, with special attention to elements subject to damage or to movement during cutting and patching and conditions affecting the installation of products or the performance of work. Unsatisfactory or questionable conditions must be identified in a Request for Information (RFI) in accordance with the Special Provisions.
- 2.2 Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work.
- 2.3 Provide devices and methods to protect other portions of the project from damage.
- 2.4 Provide protection from the elements for that portion of the project which may be exposed by cutting and patching work.
- 2.5 Execute cutting and removal by methods which will prevent damage to other work and adjacent surfaces and will properly prepare surfaces to receive installation of repairs and new work.
- 2.6 Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- 2.7 Restore work that has been improperly cut or removed; install new products to provide completed work in accordance with requirements of Contract documents.
- 2.8 Fit work tight to pipes, sleeves, ducts, conduit, outlet boxes, and other penetrations through surfaces.
- 2.9 Holes remaining after removal of old hardware must be filled, sanded smooth, primed, and painted to match adjacent surfaces.
- 2.10 The Contractor must remove existing moldings, trim and any other surface mounted items when necessary to properly install tile and other work related items. After the

installations are completed the Contractor must reinstall all removed items i.e. trims, moldings, hardware, etc. after re-finishing to a smooth and blemish-free condition. If removed items cannot be properly reinstalled new materials must be supplied and installed. Exception must be the new hardware required for new acoustic doors. Refer to section 08713. All areas of demolition must be covered, patched or refinished to provide an acceptable appearance.

- 2.11 Repair and refinish entire surfaces as necessary to provide an even finish to match adjacent finishes to the satisfaction of the City:
- A. For continuous surfaces such as plaster or dry wall, repair or refinish to a natural break in the surface or to the nearest intersection. For an assembly refinish the entire unit.
 - B. Acoustic plaster ceilings must be patched and refinished so that the area of work matches existing adjacent surfaces and materials.

END OF SECTION 01045

SECTION 06400 – CUSTOM CASEWORK

06400-1 — GENERAL

- 1.1 Provide wood, nails, screws, and other items as needed, and perform fabrication and installation of work as shown on the Plans, Technical Specifications, and Standard Details, including without limitation:
 - A. Cabinets, shelving and/or drawers.
 - B. Countertops.
 - C. Sinks and faucets.
- 1.2 Submittals
 - A. Shop drawings showing list of materials, sizes, sections, elevations, construction details, hardware, assembly and installation in locations indicated on the Drawings.
- 1.3 References
 - A. SEFA 3 Recommended Practices.
 - B. Woodwork Institute
 - C. American Woodwork Association, Section 400.
 - D. Woodwork Institute of California, Manual of Millwork, current edition.
- 1.4 Qualifications
 - A. Installer to have experience fabricating casework.
 1. Installer to provide a list of previous projects where they have supplied cabinets and casework.

06400-2 — PRODUCTS

2.1 Materials

Not used.

06400-3 — EXECUTION

3.1 Fabrication

- A. Required prior to fabrication, Contractor to take field measurements and report any discrepancies to the City between the Contract Drawings and job conditions. Coordinate with other trades for locations of backings and supports. Inspect all backings and supports with the Inspector prior to covering the walls. Show all recorded measurements on the final shop drawings.
- B. Shop fabricate cabinetry units and countertops as complete sections of adequate size to permit easy handling, access to installation areas for assembly or required for

setting in place and installing of closing pieces and components.

- C. Make holes and/or cutouts necessary for mechanical work to be incorporated into the countertops as necessary.
- D. Sink cut outs must be sealed with a water resistant sealer before sink rim is installed.
- E. A color matched waterproof caulk shall be used at all square butt joints including splashes and return ends. Caulking shall not exceed 1/16 inch. Refer to section 07900 of these specifications.
- F. All work, not true to line, not in satisfactory operating condition, improperly installed, damaged or marred will not be accepted. Remedy, remove or replace defective work to the satisfaction of the City at no added cost to the City.
- G. Casework hardware to be installed by the casework manufacturer in accordance with industry standard.

3.2 Installation

- A. All grounds, backing, blocking, furring, structural support, and other anchorages required for countertop installation which become integral part of the floor, wall, and partitions shall be in place ready to receive the countertop. Countersink and plug screw anchors. All fasteners to be concealed.
- B. Correct any job conditions that are detrimental to timely and proper installation of cabinetry and countertops. Do not proceed until detrimental job conditions have been corrected.
- C. Install countertop in locations noted on the Contract Drawings, in plumb, square and in aligned position with walls.
- D. Fit hardware according to the manufacturer's specifications. Install hinges and drawer guides according to the recommendations of the manufacturer.

3.3 Clean-Up

- A. The Contractor must keep his work, and the adjacent areas, clear and free of all debris. During and on completion of the work each day, remove from the building and the site all debris, unused materials, and equipment and leave work in a clean, acceptable condition as part of the modification work.

END OF SECTION 06400

SECTION 09200 – FINISHES

09200-1 – GENERAL

- 1.1 The work of this section includes the furnishing of all labor, materials, equipment and services to complete finish work as required by the Plans, Technical Specifications, and Standard Details, including without limitation:
 - A. Paint must be defined as any pigmented, clear, or stain finish that is required by existing conditions.
 - B. Painting must include the painting of new surfaces (except aluminum, vinyl, new hinges, or other door hardware, or factory pre-finished materials) that are part of this work, the painting of existing surfaces to the extent necessary to blend them into the new work, and painting complete interior as called out on the plans.
 - C. Finish hardware must not be painted unless otherwise specified.

- 1.2 Definitions:
 - U.V.I. - Ultraviolet Inhibitors
 - V.O.C. - Volatile Organic Compounds

09200-2 – PRODUCTS

- 2.1 Paint, stains and clear finishes must be as manufactured by Dunn-Edwards, Benjamin-Moore, Frazee or equal as approved by the City.
- 2.2 Finish materials must be furnished in the manufacturer's original, standard, sealed containers that legibly show the designated name, formula, or specification number, batch number, color, quantity, date of manufacture, manufacturer's formulation number, manufacturer's directions including any warnings and special precautions, and name of manufacturer. Materials not displaying the manufacturer's standard identifying label or materials bearing labels not exhibiting the foregoing information may be subject to rejection.
- 2.3 Undercoat material must be the product of the same manufacturer as the finish coat. Only the thinners recommended by the manufacturer must be used and then only to the recommended limits. Insofar as practicable, undercoat, finish coat, and thinner material must be parts of a unified proprietary finish system.

09200-3 – EXECUTION

- 3.1 All surfaces which require a painted, stained finish as specified on the plans must be smooth and free of defects before starting work.
- 3.2 A minimum of one primer coat and two finish coats must be applied to applicable work so that show-through of base finish is prevented-(refer to Paint Schedule in paragraph 3.6). Drips, brush marks, roller pebbling, etc., will not be accepted. Open or empty paint or solvent containers must not be left on the job at the end of the working day. Where painting the complete interior of one or more rooms is indicated, this must refer to all painted surfaces, including without limitation all walls, ceilings, door and window casings, doors, closets and cabinets.
- 3.3 Contractor will provide the City with paint color samples for the City's review and approval before work is to be started. Contractor will provide the City with one additional gallon of paint of the same color and type for the City's use, in addition to any remaining paint materials.

3.4 Materials Preparation

Finishing materials must be prepared for use in strict accordance with the manufacturer's recommendations as approved. Material not in actual use must be stored in tightly covered containers. Containers used in storage, mixing, and application of paint must be maintained in a clean condition, free from foreign materials and residue.

Materials must be stirred before application to produce a mixture of uniform density, as required during the application of materials. Any film which may form on the surface must be removed. If necessary, the material must be strained before using.

Packaged paint may be thinned immediately before application where necessary to suit conditions of surface, temperature, weather, and method of application with not more than one pint of suitable thinner per gallon. The use of thinner must not relieve the Contractor from obtaining complete hiding of underlying materials. Paints of different manufacturers must not be mixed.

- 3.5 The requirement to paint, stain, or clear finish any surface, must include, but not be limited to, the following items:
 - A. Dirt, dust, flaking or loose paint must be removed from all wall surfaces, trim, facias, eaves, door and window frames, and other similar surfaces so that new finishes will properly adhere. Sandblasting must not be allowed.
 - B. Cracks, gaps and other damaged areas must be filled with a filler that is formulated for this purpose at interior surfaces.
 - C. Apply at least one coat of primer to areas where bare substrate has been exposed or where filler has been applied.

3.6 Miscellaneous Painting and Stain

Paint, stain, or clear finishes on surfaces damaged by the performance of the work must be repaired with materials of same type and color. If, in the opinion of the City, satisfactory repair cannot be made, refinish entire surface; the decision of the City as to quality of repair must be final.

3.7 Clean-Up

The Contractor must keep the work and the adjacent areas clear and free from all debris. During and on completion of the work each day, remove from the building and the site all debris, unused materials and equipment, and leave work in a clean condition that is acceptable to the City. Paint, stains, and all other unwanted paint marks must be completely removed and any resulting damage must be repaired. Existing unpainted surfaces must not be painted; paint, stains, and all other unwanted paint marks on such surfaces must be completely removed.

END OF SECTION 09200

SECTION 15050 – BUILDING PLUMBING PIPING

15050-1 - GENERAL

- 1.1 The work of this section includes the furnishing of all labor, materials, equipment and services basic mechanical materials and methods including without limitation:
 - A. Piping materials and installation instructions common in most piping systems.
 - B. Cutting and patching.
 - C. Touch-up paint and finishing.

1.2 Submittals

Product data for all pipe, fittings, couplings, etc. to be submitted before work is started.

15050-2 - PRODUCTS

- 2.1 Not used.

15050-3 – EXECUTION

- 3.1 Remove and reinstall any pipe, fittings, couplings, etc. that is deemed to be in poor working condition. Contractor to obtain City approval prior to removing any existing pipe, fittings, couplings, etc.
- 3.2 Install pipe, fittings, couplings, etc. for new undermount sinks, and fixtures as necessary as part of the project work completion. New plumbing to be design-build.
- 3.3 See plumbing fixture specifications for more information regarding new fixtures.
- 3.4 Warranty

All materials, apparatus, and equipment furnished and installed must be new and free from all defects. Should any problems develop or the system becomes inoperable within one (1) year from date of final acceptance of the work, due to faulty or inferior material and/or workmanship, the Contractor must correct the problems without any additional expense to the City.

3.5 Clean-Up

Contractor must keep his work, and the adjacent areas affected, clear and free of all debris. During, and on the completion of the work, remove from the building and the site all debris, unused materials and equipment, and leave work in a clean, acceptable condition.

END OF SECTION 15050

SECTION 16180 – WIRING DEVICES

16180-1 - GENERAL

- 1.1 The work of this section includes the furnishing of all labor, materials, equipment and services to install a GFCI type receptacle and recessed lighting indicated on the Contract Drawings and as herein after specified, including:
 - A. GFCI receptacle.
 - B. Electrical wiring.
 - C. Recessed lighting.

16180-2 - PRODUCTS

- 2.1 GFCI type receptacle.
- 2.2 Electrical wiring, as necessary, per the latest code.
- 2.3 IC-rated, energy efficient recessed lights.

16180-3 – EXECUTION

- 3.1 Install GFCI receptacle square, level, secure, and connected to a single set of circuit conductors. Plaster ears of receptacles and switches installed in flush boxes shall be seated against the finish surface. Plates installed at flush receptacle shall be square, level, secure, and seated against the finish.
- 3.2 Install electrical wiring, as necessary, for the installation of the GFCI receptacle per the latest code. Electrical wiring to be design-build.
- 3.3 Install recessed lighting per the latest code. Electrical wiring to be design-build.
- 3.4 Warranty

All materials, apparatus, and equipment furnished and installed must be new and free from all defects. Should any problems develop or the system becomes inoperable within one (1) year from date of final acceptance of the work, due to faulty or inferior material and/or workmanship, the Contractor must correct the problems without any additional expense to the City.

- 3.5 Clean-Up

Contractor must keep his work, and the adjacent areas affected, clear and free of all debris. During, and on the completion of the work, remove from the building and the site all debris, unused materials and equipment, and leave work in a clean, acceptable condition.

END OF SECTION 16180

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality-control services.

B. Quality control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

2. Specified inspections, tests, and related actions do not limit Contractor's quality control procedures that facilitate compliance with Contract Document requirements.

3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

E. Related Sections: The following Sections contain requirements that

relate to this Section:

1. Division 1 Section 01045 "Cutting and Patching" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.
2. Division 1 Section 01300 "Submittals" specifies requirements for development of a schedule of required tests and inspections.

1.3 RESPONSIBILITIES

A. Contractor Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, Contractor shall provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.

1. Where individual Sections specifically indicate that certain inspections, tests, and other quality control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality control services. Costs for these services are included in the Contract Sum.

2. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Owner's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services.

B. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.

1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.

C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required

include, but are not limited to, the following:

1. Provide access to the Work.
2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
4. Provide facilities for storage and curing of test samples:
5. Deliver samples to testing laboratories.
6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
7. Provide security and protection of samples and test equipment at the Project Site.

D. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Architect and the Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.

1. The agency shall notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
3. The agency shall not perform any duties of the Contractor.

E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

A. The independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Architect and Owner.

1. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:

- a. Date of issue.
- b. Project title and number.
- c. Name, address, and telephone number of testing agency.
- d. Dates and locations of samples and tests or inspections.
- e. Names of individuals making the inspection or test.
- f. Designation of the Work and test method.
- g. Identification of product and Specification Section.
- h. Complete inspection or test data.
- i. Test results and an interpretation of test results.
- j. Ambient conditions at the time of sample taking acid testing.
- k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
1. Name and signature of laboratory inspector.
- m. Recommendations on retesting, if required.
- n. City's project number.

1.5 QUALITY ASSURANCE

A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.

1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and/or damaged adjacent existing facilities to remain, and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section 01045, "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.
- C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION 01400

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section 01095 "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
2. Division 1 Sections 01300 "Submittals" specifies requirements for submittal of the Contractors Construction Schedule and the Submittal Schedule.
3. Division 1 Section 01631 "Substitutions" specifies administrative procedures for handling requests for substitutions made after award of the Contract.

1.3 DEFINITIONS

A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self explanatory and have well-recognized meanings in the construction industry.

1. 'Products' are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.

2. 'Materials' are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

3. 'Equipment' is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.4 SUBMITTALS

A. Product List: Prepare a list showing products specified in tabular form acceptable to the Architect. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.

1. Coordinate product list with the Contractor's Construction Schedule and the Schedule of Submittals.

2. Form: Prepare product list with information on each item tabulated under the following column headings:

- a. Related Specification Section number.
- b. Generic name used in Contract Documents.
- c. Proprietary name, model number, and similar designations.
- d. Manufacturer's name and address.
- e. Supplier's name and address.
- f. Installer's name and address.
- g. Projected delivery date or time span of delivery period.

3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of an initial product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.

a. At the Contractor's option, the initial submittal may be limited to product selections and designations that must be established early in the Contract period.

4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of the completed

product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.

5. Architect's Action: The Architect will respond in writing to Contractor within 2 weeks of receipt of the completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Architect's response will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.5 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect to determine the most important product qualities before proceeding.

B. Compatibility of Options: When the Contractor is given the option of selecting between two (2) or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.

2. Equipment Nameplates: Provide a permanent nameplate on each item of service connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:

- a. Name of product and manufacturer.
- b. Model and serial number.

- c. Capacity.
- d. Speed.
- e. Ratings.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
7. Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 -PRODUCTS

2.1 PRODUCT SELECTION

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and new at the time of installation.

1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a

complete installation and the intended use and effect.

2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:

1. Proprietary Specification Requirements: Where Specifications name only a single product or manufacturer, provide the product indicated. The Architect or Owner retains the right to reject any proposed substitution.

2. Semi-proprietary Specification Requirements: Where Specifications name two (2) or more products or manufacturers, provide 1 of the products indicated.

a. Where Specifications, specify products or manufacturers by name, accompanied by the term "or equal" or 'or approved equal,' comply with the Contract Document provisions concerning 'substitutions' to obtain approval for use of an unnamed product.

3. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning 'substitutions' to obtain approval for use of an unnamed product.

4. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.

5. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.

a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.

6. Compliance with Standards, Codes, and Regulations:
Where

Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.

7. Visual Matching: Where Specifications require matching an established Sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.

a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category.

8. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures .. " or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern, and texture from the product line selected. If a color, pattern or texture is referred to on the Finish List, this feature will be considered a basis for acceptance or rejection of another product, based upon previously Ownerapproved colors and finishes The Finish list attached is the result of extensive Owner review and alternate selections may be rejected by the Owner.

9. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division 1 for allowances that control product selection and for procedures required for processing such selections.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600 - MATERIALS AND EQUIPMENT

SECTION 01630 SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 DESCRIPTION

A. Section includes Substitution Bid and Submittal Process.

1.2 SUBSTITUTION REQUIREMENTS

A. When material, article, or method is specified using name of proprietary product manufacturer, vendor, or method followed by phrase "or equal," specific item mentioned establishes basis upon which bids are to be prepared.

1. Other manufacturers' materials, articles, and methods not named will be considered as substitutions provided required information is submitted on "FORM FOR SUBSTITUTIONS FOR SPECIFIED ITEMS" and will not require substantial revisions of Contract Documents.
2. This applies to specific construction methods when required by Contract Documents.

B. Whenever material, article, or method is specified or described without phrase "or equal," no substitutions will be allowed except as directed by the owner.

C. Cost for redesigns due to substituted items are responsibility of Contractor.

D. Bidder represents the following in making their request for substitution(s).

1. Has personally investigated proposed product or method and determined it is equal in all respects to that specified.
2. Will furnish same guarantee for substitution as for product or method specified.
3. Will coordinate installation of accepted substitution into Work, making design and construction changes to complete Work in all respects following Contract requirements without additional cost to the Commission.

1.3 SUBMITTAL OF DATA FOR PROPOSED SUBSTITUTIONS

A. In order for substitutions that do not change design intent to be considered, submit no later than 30 days after date of Notice to Proceed, 3 copies of complete data set forth herein to permit complete analysis of proposed substitutions listed on submitted "FORM FOR SUBSTITUTIONS FOR SPECIFIED ITEMS".

1. For Products.

a. Identification including manufacturer's name and address, Manufacturer's literature, including but not necessarily limited to:

1) Product description, performance, and test data. 2) Reference standards.

b. Samples where appropriate.

c. Name and address of similar projects on which product was used and dates of installation with contact name and telephone number.

2. For Construction Methods.

a. Detailed description of proposed method.

b. Drawings illustrating methods.

c. Name and address of similar projects on which method was used and dates of use with contact name and telephone number.

3. Comparison of proposed substitution with product or method specified.

4. Data relating to impact on construction schedule by proposed substitution.

5. Impact on other contracts.

1.4 SUBSTITUTIONS RECEIVED AFTER BID OPENING

A. No request for substitutions submitted after Bid Opening will be considered unless following evidence is submitted to Engineer.

1. Specified material or method is unavailable, due to cause(s) stated in General Conditions, Article 15.5.1.

a. Submit data to permit complete analysis of the proposed substitution.

1.5 APPROVAL OF SUBSTITUTION

A. Engineer's decision regarding evaluation of substitutions will be final and binding.

B. Request for time extensions and additional costs based on submission, acceptance, or rejection of substitutions will be evaluated following Contract Documents.

C. All approved substitutions will be incorporated into Contract by Change Order.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 MEASUREMENT AND PAYMENT

4.1 Providing for and complying with requirements in this Section will not be measured for payment, but cost will be considered incidental to Contract.

END OF SECTION 01630 SUBSTITUTION PROCEDURES

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:

1. Inspection procedures.
2. Project record document submittal.
3. Operation and maintenance manual submittal.
4. Submittal of warranties.
5. Final cleaning.

B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.

- a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
2. Advise the Owner of pending insurance changeover

requirements.

3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Submit record drawings, maintenance manuals, damage surveys, and similar final record information.
6. Deliver tools, spare parts, extra stock, and similar items.
7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
9. Complete final cleanup requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Architect and Owner will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Architect and consultants will prepare a Punchlist, at substantial completion, listing outstanding items requiring completion.
2. The Architect will repeat inspection when requested and assured that the Work on the punchlist is complete.
3. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the

following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a copy of the Architect's final inspection list (Punchlist) of items to be completed or corrected, endorsed and dated by the Architect. The copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
4. Submit final meter readings for utilities as required and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
5. Submit consent of surety to final payment.
6. Submit a final liquidated damages settlement statement.
7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.

1. Upon completion of re-inspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise

the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

2. If necessary, re-inspection will be repeated, with additional fees incurred by the Architect to be paid by the contractor.

1.5 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Reflect information from shop drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
2. Mark new information that is important to the Owner but was not shown on Contract Drawings.
3. Note related change-order numbers where applicable.
4. Organize record drawing sheets in the same sequence as construction documents. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover.
5. Record drawings are not to be removed from the Project office during construction.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
3. Note related record drawing information and Product Data.

D. Upon completion of the Work, submit record drawings and Specifications to the Architect for the Owner's records.

E. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.

1. Mark these documents to show significant variations in

actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.

2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
3. Upon completion of markup, submit complete set of record Product Data to the Architect for the Owner's records.

F. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Architect and the Owner's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.

G. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Architect for the Owner's records.

H. Maintenance Manuals and Warranties: Organize operation and maintenance data and warranties into three suitable sets of manageable size to be delivered to the Architect for the Owner. *Bind properly* indexed data in individual, heavy duty, 2 inch (51 mm), 3 ring, vinyl covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions.
2. Spare parts list.
3. Copies of warranties/guarantees.
4. Wiring diagrams where applicable.
5. Recommended "turn-around" cycles.
6. Inspection procedures.
7. Shop Drawings and Product Data

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

1. Maintenance manuals.
2. Record documents.
3. Spare parts and materials.
4. Tools.
5. Lubricants.
6. Fuels.
7. Identification systems.
8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Startup.
2. Shutdown.
3. Emergency operations.
4. Noise and vibration adjustments. S. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.

3.2 FINAL CLEANING

A. General: The General Conditions require general cleaning during construction.

Regular site cleaning is included in Division 1 Section 01500 "Construction Facilities and Temporary Controls."

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Clean and repair all existing adjacent surfaces that may have been damaged or soiled during completion. Comply with manufactures instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.

a. Remove labels that are not permanent labels.

b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

e. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits.

C. Removal of Protection: Remove temporary protection from existing facilities after installation of the Work to be performed is complete.

D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after completion of

associated Work, they become the Owner's property. Deliver these materials to Owner as directed by the Owner, or if the Owner directs, dispose of these materials.

END OF SECTION 01700

SECTION 01740 - WARRANTIES

PART 1-GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section 01300 "Submittals" specifies procedures for submitting warranties.
2. Division 1 Section 01700 "Contract Closeout" specifies contract closeout procedures.
3. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.
4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor

presents evidence that entities required to countersign such commitments are willing to do so.

F. Contractor to personally warrant all work for one full year following final acceptance.

1.5 SUBMITTALS

A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen (15) days of completion of that designated portion of the Work.

B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.

C. Form of Submittal: At Final Completion compile three (3) copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual. Submit to the Architect for review and delivery to the Owner.

D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3 ring, vinyl covered loose leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 by 11 inch (115 by 280 mm) paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name,

address, and telephone number of the Installer.

2. Identify each binder on the front and spine with the typed or printed title 'WARRANTIES,' Project title or name, and name of the Contractor.

3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01740

SECTION 02070 - SELECTIVE DEMOLITION

1.1 GENERAL

A. Definitions: As follows:

1. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
2. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
3. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in locations indicated.
4. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section 01045 "Cutting & Patching" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.
2. Division 1 Section 01400 "Quality Control" specifies administrative and procedural requirements for quality-control services..

C. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option. The Contractor is to retain salvage rights on all materials to be removed.

D. Photograph or videotape in sufficient detail, existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations.

E. Provide record drawings at Project closeout according to Division 1 Section 01700, "Contract Closeout."

1. Identify and accurately locate capped utilities and other related but concealed structural, electrical, or mechanical conditions.

F. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

G. Owner will occupy portions of the building within and immediately adjacent to selective demolition area. Conduct selective demolition so that Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

H. Storage or sale of removed items or materials on-site will not be permitted.

1.2 PRODUCTS (Not Applicable)

1.3 EXECUTION

A. Survey the condition of the buildings to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.

B. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

C. Maintain existing utilities to remain in service and protect them against damage during selective demolition operations.

D. Conduct demolition operations and remove debris to ensure minimum interference with other adjacent occupied areas.

E. Conduct demolition operations to prevent injury to people and damage to adjacent areas to remain. Ensure safe passage of people within and around selective demolition area.

1. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.

F. Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

G. Provide and maintain interior shoring, bracing, or structural support as required to preserve stability and prevent movement, settlement, or collapse of buildings to be selectively demolished.

H. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

J. Clean adjacent areas of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

K. Demolish and remove existing construction only to the extent required by new construction and as indicated.

L. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.

M. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

N. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

O. Patch and repair floor and wall surfaces in the project area where demolished walls or partitions extend one finished area into another. Provide a flush and even surface of uniform color and appearance.

P. Disposal: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

1. Do not burn demolished materials.

2. Transport demolished materials off Owner's property and legally dispose of them.

R. Sweep the project area broom clean on completion of selective demolition operation.

END OF SECTION 02070

SECTION 07900 JOINT SEALANTS

1.1 GENERAL

A. Pre-construction joint Sealant-Substrate Tests: Submit substrate materials representative of actual joint surfaces to joint sealant manufacturer for laboratory testing of joint sealants for adhesion to primed and unprimed substrates and for compatibility with joint substrates and other joint-related materials.

B. Submittals: In addition to product data submit the following:

1. Samples of each type and color of joint sealant required.
2. Certified test reports for joint sealants evidencing compliance with requirements.

1.2 PRODUCTS

A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions, as demonstrated by testing and field experience.

B. Colors: Provide color as selected by Architect from manufacturer's standard colors, to match adjacent substrate.

C. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated complying with ASTM C 920 requirements.

1. Multi-Part, Neutral-Curing Silicone Sealant: Type M; Grade NS; Class 25; Uses T, NT, M, G, A, and O with the additional capability to withstand 50 percent movement in both extension and compression for a total of 100 percent movement when tested per ASTM C 719 and still comply with other requirements of ASTM C 920.

2. One-Part, Neutral-Curing Silicone Sealant: Type S, Grade NS, Class 25, and as follows:

- a. Uses NT, M, G, A, and O.
- b. Additional capability, when tested per ASTM C 719,

to withstand the following percentage changes in joint width as measured at time of application and still comply with other requirements of ASTM C 920:

1) 35 percent movement in both extension and compression for a total of 70 percent movement.

D. Acoustical Sealant: Non-sag, paintable, non-staining, latex sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies per ASTM E 90.

E. Tape Sealant: Solvent-free, butyl-based tape sealant with a solids content of 100 percent formulated to be nonstaining, paintable, and non-migrating in contact with nonporous surfaces with or without reinforcement thread to prevent stretch and packaged on rolls with release paper on one side.

F. Sealant Backings, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

1. Plastic Foam Joint Fillers: Preformed, compressible, resilient, nonwaxing, non-extruding strips of plastic foam of material indicated below, and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

a. Closed-cell polyethylene foam, nonabsorbent to liquid water and gas, non-outgassing in unruptured state.

b. Proprietary, reticulated, closed-cell polymeric foam, nonoutgassing, with a density of 2.5 pcf and tensile strength of 35 psi per ASTM D 1623, and with water absorption less than 0.02 gram/cubic centimeter per ASTM C 1083.

c. Any material indicated above.

2. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing bond between sealant and joint filler or other materials at back of joint.

G. Primer: As recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

H. Fire-Resistive Joint Sealants: Provide joint sealants with fire-resistance ratings indicated, as determined per ASTM E 119, but not less than that equaling or exceeding the fire-resistance rating of the construction in which the joint occurs.

1.3 EXECUTION

A. General: Comply with joint sealant manufacturer's instructions applicable to products and applications indicated.

B. Sealant Installation Standard: Comply with ASTM C 1193.

C. Acoustical Sealant Application Standard: Comply with ASTM C 919 for use of joint sealants in acoustical applications.

END OF SECTION 07900 JOINT SEALANTS

SECTION 09300 - CERAMIC TILE

PART 1 - GENERAL

1.1 DESCRIPTION

A. Furnish all labor, materials, tools, equipment and services necessary for and reasonably incidental to complete the tile work as shown on the drawings or specified.

B. Related documents, drawings and general provisions of contract, including General and Supplementary Conditions and Division 1 Specification Sections apply to work of this section. Related Sections:

1. Division 7, sealing expansion joints and other joints in tile work (joint sealant types, colors and manufacturers to be specified by Architect). 07920

1.2 REFERENCE STANDARDS

Comply with current editions and applicable Specifications of the following:

1. American Society for Testing and Materials (ASTM).
2. American National Standards Institute (ANSI).
3. Tile Council of North America (TCNA) Handbook for Ceramic Tile Installation.

1.3 QUALITY ASSURANCE

A. Provide tile materials of each type, color and finish from Crossville Porcelain Stone / USA, Crossville, Tennessee. Provide setting, grouting and related materials of each type, color and finish obtained from one source.

B. Deliver, store and handle materials in accordance with manufacturer's instructions.

C. Tile contractor, by commencing the work of this section, assumes overall responsibility to assure that all assemblies, components and parts shown or required within the work of this section comply with contract documents and are compatible with each other and with the conditions and expected use.

D. Qualified Labor (Because tile is a permanent finish, the lowest bid should not be the deciding factor but rather, but who is the most qualified to perform the scope of the work being specified. See TCNA Handbook for a list of recognized

programs). Engage an installer with a minimum of five (5) commercial tile installations similar in material, design and scope to that indicated.

E. Pre-Installation Meeting: Prior to tile installation, conduct a pre-installation project meeting. Contractor, Subcontractor, Material Suppliers, Architect and Owner representative shall be notified of the meeting.

F. Extra Stock: Furnish extra stock of quantity equal to 5% of amount installed, in full-size units, for each type, color, size and finish of tile.

1.4 SUBMITTALS

A. Verification Samples: Submit the following for each type, color, size, and finish included in the work.

1. Full size tile and trim shapes, (indicate number of pieces required).
2. Grout color samples.
3. Sealant color samples or Prefabricated Joint/Transition Strip Samples

B. Product and Installation Data:

1. Porcelain tile manufacturer's product and technical data indicating compliance with applicable standards.
2. Master Grade Certificates for each type of tile issued by tile manufacturer and signed by the installer, only available after the material has shipped from the manufacturer.
3. Mortar and grout manufacturer's technical data sheets indicating suitability for the installation specified and compliance with applicable standards.
4. Sealant or prefabricated joint manufacturer's product and technical data.

1.5 ENVIRONMENTAL

A. Comply with requirements of referenced standards and recommendations of material manufacturers for environmental conditions before, during and after installation.

B. Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.

C. Maintain minimum and maximum temperature limits as recommended by manufacturers.

D. Protect adjacent surfaces during progress of the work in this section.

E. Illuminate the work area during installation providing the same level and angle of illumination as will be available for final inspection. The use of grazing or cove type lighting where lights are located either at the wall/ceiling interface, or mounted directly to the wall prompts the light to strike the tile finish at a straight down angle, creating unwanted shadows from grout lines giving the tile layout an un-flat irregular appearance. Installing overhead lighting at a wide downward angle 18"-24" away from the tiled wall will provide a flatter more uniform appearance to the tiled surface.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Furnish tile complying with "Standard/First Grade" requirements per ANSI A137.1 - 2012, for types of tile indicated.
- B. Comply with ANSI Standard for Tile Installation Material and current Tile Council of North America (TCNA) Handbook for products and materials indicated for setting and grouting.

2.3 SETTING AND GROUTING MATERIALS:

- A. Use appropriate installation mortars according to ANSI A118-2014.
- B. Grouting Materials: Select grouting materials according to the following types: Tile setting and grouting epoxy: A118.6-2010 Standard Cement Grout, A118.7-2010, High Performance Cement Grout or A118.8-2010, Modified Epoxy Emulsion Grout. Provide grout in colors selected by the Architect from standard colors available from the approved manufacturers.
- C. Use waterproofing/Anti Fracture Membrane as required according to ANSI A118.12.

2.4 EXPANSION JOINTS, CONTROL, CONTRACTION, AND ISOLATION JOINTS:

- A. Refer to most current TCNA Handbook, Method EJ171 for recommendations on locating, treating and detailing various types of construction joints. NOTE: Architect must specify type of expansion joints and show location and details on drawings.
- B. Use sealant complying with ASTM C920 according to Type, Grade, Class and Uses required.
- C. Prefabricated expansion joints can also be used when suitable for installation.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Examine substrates where tile will be installed for compliance with requirements for installation tolerances and other conditions effecting performance of installed tile. Before tiling concrete surfaces saturated dry (SSD), free of standing water verify that substrates for setting tile are well cured, structurally sound dry, clean, and free from oil or waxy films, curing compounds or other coatings and surface treatments. Nonstructural shrinkage cracks should be pretreated with a crack suppression membrane (to prevent telegraphing of cracks through the finished tile installation) ANSI A118.12.

B. Do not proceed with installation until unsatisfactory conditions have been corrected. Commencement of work signifies acceptance of substrate and installation conditions.

3.2 PREPARATION

A. Substrate Preparation: Prepare and clean substrate in accordance with installation standards and manufacturer's instructions, and as follows:

1. Remove protrusions, bumps and ridges by grinding or chipping.
2. Repair, fill, and level cracks, holes, depressions and rough or chipped areas in substrate using patching material recommended by setting materials manufacturer.
3. Slab to have light broom finish when tile is installed by thin-set method.
4. Before tiling, verify that all surfaces to be tiled are structurally sound true to plane, and fall within maximum variations shown below: Ensure that the substrate is within the following tolerances:
 - a. Horizontal surfaces (floors) - Maximum variation in substrate shall not exceed 1/4 " in ten feet* from required plane, depending on substrate.
 - b. Vertical surfaces (walls) - Maximum variation in substrate shall not exceed 1/4 " in ten feet* from the required plane, depending on substrate.

* When using large format defined by TCNA Handbook as tiles with at least one edge 15" in length or greater; a more stringent tolerance 1/8" in 10' or 1/16" in 24" when measure from the high points on the surface is required.

Report all unacceptable surfaces to the architect in writing, and do not tile such surfaces until they are leveled enough to meet above requirements.

B. Jobsite Blending: Blend tiles before installing in accordance with reference standards to produce an even range and distribution of color and finish.

3.3 INSTALLATION

A. Manufacturers' Instructions: Perform work in compliance with standard accepted installation guidelines, Crossville Porcelain Stone/USA instructions and setting materials manufacturers' instructions.

B. Comply with appropriate ANSI A108-2014 specification and current Tile Council of North America Handbook (TCNA) for appropriate method of installation for each specification. For thin set adhesive mortar application use following technique:

1. With the flat side of trowel, key mortar into substrate.
 2. Using the appropriate size trowel, comb mortar in one direction with notched side of the trowel.
 3. Set tile with a sliding motion, perpendicular to the mortar ridges.
 4. Obtain as near 100% coverage as possible of mortar to tile.
 5. Mortar coverage shall be no less than 85% and shall be sufficiently distributed to give full support under all corners and edges of the tile.
 6. Note: 95-100% coverage is mandatory for wet and exterior areas. Periodically, remove sheets or individual tiles to assure proper bond coverage consistent with industry specifications.
- C. Installing Tile:

1. Install tile in pattern indicated. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Adjust to minimize tile cutting and to avoid tile less than half size.
2. When possible, smooth cut edges of tile and/or use appropriate cutter or wet saw to produce smooth cuts. Provide straight cuts which align with adjacent materials.
3. Extend tile into recesses and under equipment and fixtures to form a complete covering without interruption.
4. Terminate tile neatly at obstructions, edges, and corners, without

disruption of pattern or joint alignment.

5. Provide tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints smooth and even, without voids, cracks, or excess mortar or grout.

6. Mix mortar in strict accordance with manufacturer's recommendations.

7. Apply setting material in accordance with manufacturer's directions and install tile before mortar has started initial cure. For thin set mortar application, use a notch trowel that will achieve the recommended coverage of mortar after tiles have been installed. Reference standard coverage information and follow manufacturer's recommendations for trowel size when using mortar.

8. Do not spread more material than can be covered within 10 to 15 minutes. If "skinning" occurs, remove mortar and spread fresh material. Spread mortar with notches running in one direction that shall be perpendicular to the pressing, pushing and pulling of tile during placement.

9. Place tile in fresh mortar, press, push and pull the tile slightly to achieve as near 100% coverage and contact of tile with setting material and substrate as possible. The coverage shall be no less than 85% and be sufficiently distributed to give full support of the tile. Make sure that all corners and edges are well supported with mortar. Leave no hollow corners or edges. NOTE: 95-100% coverage is mandatory for wet or exterior areas. A skim coat ("back-butter") of mortar can be placed onto the entire back of the tile using a trowel in order to assist in optimum adhesion and coverage of the mortar being used.

10. Ensure there is a minimum 1/8" of mortar between tile and substrate after proper bedding. Installer must periodically remove sheets or individual tiles to assure proper bond coverage consistent with industry specifications. If coverage is found to be insufficient, use a larger size notch trowel.

11. Use a beating block and hammer or rubber mallet so that faces and edges of individual tiles are flush and level with faces and edges of adjacent tiles, and to reduce lippage.

12. For running bond/brick joint patterns utilizing tiles (square or rectangular) where the side being offset is greater than 18" (nominal dimension), the running bond offset will be a maximum of 33% unless otherwise specified by the tile manufacturer. If an offset greater than 33% is specified, specifier and owner must approve mock-up and lippage.

D. Grouting:

1. Install grout in accordance with ANSI A108.10, A108.6, A108.8, A108.9-2010 correlating to grout type chosen and manufacturer's recommendations.

2. Mix grout material in strict accordance with manufacturer's directions.
3. Apply grout to produce full, smooth grout joints of uniform width, and free of voids and gaps.
4. Before grouting entire area do a test area to assure there will be no permanent staining or discoloration of the tile and to verify that the grout is easily removed from the surface. If necessary, pre-coat exposed surfaces of tile with a grout release as recommended by the manufacturer, as this will facilitate removal of the grout.
5. Cure all setting and grouting materials in accordance with manufacturer's recommendations.

E. Cleaning and Protection:

1. If one has been used, remove grout release and clean tile surfaces so they are free of grout residue and foreign matter, in accordance with manufacturer's instructions. If a grout haze or residue remains, use a suitable grout haze remover or cleaner and contact grout manufacturer for recommendations. Flush surface with clean water before and after cleaning. Do not use harsh hydrochloric, muriatic or sulfuric acid or acid-based cleaners to clean glazed tiles or tiles grouted with latex modified grout.
2. When a heavy residue of Portland cement grout is present, acceptable tile cleaning acids may be used. However, the grout should be allowed to cure a minimum of 10 days before this aggressive cleaning method is employed. Tile and grout shall be soaked with water before cleaning. In the absence of a recommendation from the grout manufacturer, acid cleaning may be done with a saturated solution of phosphoric or sulfamic acid, mixed in accordance with manufacturer's recommendations.
3. Protect all floor tile installations with clean construction paper or other heavy covering during construction period to prevent staining or damage. After cleaning, provide protective covering and maintain conditions to protect tile work from damage or deterioration. Where tiled surfaces will be subject to equipment or wheel traffic or heavy construction traffic, and during move-in of furniture and equipment, cover protective covering with 1/4" hardboard, plywood or similar material. No foot or wheel traffic permitted on floor for at least 3 days after grouting. Owner/specifier is responsible for protecting tile from damage including allowing sufficient time for installed materials to cure properly typically 30-45 days is required for full cure of thin set bonding mortars.
4. Leave finished installation clean and free of cracked, chipped, broken, unbonded, and otherwise defective tile work.

5. Consult most current Crossville Brochure "How to Care For Porcelain Tile" for information on post installation cleanup and routine maintenance

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SECTION 09300 - CERAMIC TILE

SECTION 09900 PAINTING

GENERAL

A. Related Documents:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1, apply to work of this Section.

B. Description of Work:

1. The extent of the painting work is shown on the Plans and as herein specified.
2. The Work includes painting and finishing of interior exposed items and surfaces throughout the project, except as noted. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of the Work.
3. The Work includes field painting of exposed bare and covered pipes and ducts, and of hangers, exposed steel and iron work, primed metal surfaces of equipment, grilles, registers, louvers (except aluminum) and panel covers and frames installed under the Mechanical and Electrical Work, except as otherwise indicated.
4. "Paint(s)" used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers and other applied materials whether used in prime, intermediate or finish coats. Paint all exposed surfaces whether or not colors are designated in "schedules", except where the natural finish of the material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, the Architect will select from standard colors available for the materials systems specified.

B. Painting Not Included:

1. The following categories of work are not included as part of the field-applied finish work, or are included in other Sections of these Specifications.
2. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various Sections for structural steel, miscellaneous metal, hollow metal work and similar items, and for fabricated components such as shop-fabricated or factory-built mechanical and electrical equipment or accessories.

3. Pre-Finished Items: Unless otherwise indicated, do not include painting when factoryfinishing or installer finishing is specified for such items as (but not limited to) acoustic materials, finished mechanical and electrical equipment including light fixtures and distribution cabinets.
4. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls and ceilings in concealed areas and generally inaccessible areas, furred areas and pipe spaces.
5. Finished Metal Surfaces: Metal surfaces or anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials do not require finish painting, unless otherwise indicated.
6. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts do not require finish painting unless otherwise indicated. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
7. Unfinished Areas: Do not paint floors, walls or ceilings of rooms or spaces scheduled as unfinished.

C. Quality Assurance:

1. General: Obtain each type of paint from one manufacturer, manufactured by one process and of uniform texture and color, for each type required, for each continuous area and visually related areas. Do not change brands of materials during the course of the work without approval.
2. Application Assurance: The Contractor assumes all responsibility for the work of this Section, to assure that all assemblies, components and parts shown or required, comply with the Contract Documents.
 - a. Assure that all components, specified or required to satisfactorily complete the installation are compatible with each other, with adjoining substrates, materials and work by other trades and with the conditions of installation and expected use.
 - b. Where not otherwise specified, follow recommendations of "Painting Specifications" by Painting & Decorating Contractors of America, "Type 1, and Recommended Jobs".

D. Submittals:

1. Materials Lists: Submit manufacturer's name, product brand name, generic description of product and product data sheet.
2. Detailed Painting Schedule: After approval of "Materials List" submit a "Detailed Painting Schedule" for approval. Prepare this schedule on the basis of the surfaces, types of paint materials and number of coats required. List the brand name of the product of the manufacturer for each use.
3. Samples: Submit samples for Architect's review of color and texture only. Provide a listing of the material and application for each coat of each finish sample.
 - a. Contractor shall provide two (3) drawdown samples of each color and material to simulate actual conditions. Resubmit each sample as requested until acceptable sheen and color are achieved.
 - b. On actual wall surfaces duplicate painted finishes of the prepared samples. On at least 48"x 48" square surface as directed, provide full-coat finish samples until required sheen and color are obtained; simulate finished lighting conditions for review of in-place work.

E. Delivery and Storage:

1. Deliver all materials to the work site in original, new and unopened packages and containers bearing manufacturer's name and label, name of materials, FS number if applicable, stock number, date of manufacture, contents by volume for major constituents, thinning and application instruction and color number and name.
2. Assign room or space for Installer use and storage, adequately illuminated and ventilated. Follow applicable safety laws and regulations.

F. Job Conditions:

1. Apply water-base paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50°F and 90°F unless otherwise permitted by the paint manufacturer's printed instructions.
2. Place paint or solvent soaked rags, waste or other materials which might constitute a fire

hazard in metal containers and remove from premises at the close of each day's work. Take every precaution to avoid damage by fire.

3. Provide suitable coverings to protect work, the work of others and adjacent surfaces and objects.

4. Remove or protect items such as hardware, hardware accessories, plates, lighting fixtures and similar items placed prior to painting. Reposition or remove protection upon completion of each space. Disconnect equipment adjacent to walls by workmen skilled in these trades to permit painting of wall surfaces; replace and reconnect after completion of painting.

5. Protect surfaces not requiring painting. Maintain wrappings or other factory applied protection furnished with finishing hardware or other items provided by other trades and installed in areas where painting is required, and if displace or removed, replace for the duration of painting work.

G. Coordination:

Provide finish coats which are compatible with prime paint used. Provide barrier coats over incompatible primers where required. Notify the Architect in writing of anticipated problems using specified coatings with substrates primed by others.

H. Guarantee:

1. Guarantee all painting and coating for one year against becoming unserviceable or objectionable in appearance as a result of being defective or non-conforming.

2. Without limiting the guarantee scope, the work shall be guaranteed not to:

a. Noticeably discolor, yellow, streak, bloom, bleach, or darken.

b. Change sheen with excessive speed or irregularity.

c. Peel, crack, blister or alligator.

d. Release from the substrate or intermediate coats.

e. Chalk or duct excessively.

f. Stay tacky or become tacky

g. Mildew.

I. Extra Stock:

Upon completion of the work of this Section, deliver to the City any extra stock equaling 3% of each color, type and gloss of paint used in the work, tightly sealing each container, and clearly labeling with contents and location where used.

PRODUCTS

A. Material Quality:

1. Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, best-grade product will not be acceptable.

Manufacturer: Subject to compliance with requirements, provide products of one of the following or approved equal:

a. Dunn Edwards

2. Materials:

a. Primers shall be type as specified by manufacturer of finish paint used and as approved by the Architect.

f. Use thinners only as recommended by the manufacturer of the paint material used and as approved by the Architect.

g. Use products of the same manufacturer for succeeding coats. Where red lead paint primer is used, subsequent coats may be the product of another manufacturer.

4. Factory-Mixed Paints: Insofar as possible, each type and kind of painter's finish shall be factory-mixed to match approved color samples retained by the Architect and shall be ready for application directly from manufacturer's original container.

a. Mixing and application other than from manufacturers' original containers shall be subject to Architect's approval.

b. Colors, textures and degree of luster will be selected by the Architect. Tint primer and undercoats approximately to the same shade of the final coat but with sufficient variation to distinguish them from the preceding coat.

5. Specula Reflectance (abbreviated "SR" hereinafter): The degree of gloss or flatness of paint materials shall be determined from the tests by an independent testing laboratory paid for solely by Contractor. Tests shall be rated by gloss meter reading at 60 degrees on a scale of 100 in accordance with ASTM C523. Unless specifically approved otherwise, paint materials provided for this work shall produce readings within the following SR ranges:

- a. Gloss: 60 meter SR of over 65
- b. Semi-Gloss: 60 meter SR of 30 to 65
- c. Satin: 60 meter SR of 15 to 35
- d. Eggshell: 85 meter SR of 13 to 20
- e. Low (flat): 85 meter SR of below 15

EXECUTION

A. Inspection:

1. Examine the areas and conditions under which painting work is to be applied and notify the Architect, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with the installation until unsatisfactory conditions have been corrected in a manner acceptable to the Architect.
2. Starting of painting work will be deemed as the Contractor's acceptance of the surfaces and conditions within any particular area.
3. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of a durable paint film.
4. Apply additional coats when undercoats, stains or other conditions show through final paint coat, until paint film is of uniform finish, color and appearance.

5. Paint back sides of access panels and removable or hinged cover to match exposed surfaces.
6. Apply each material at not less than the manufacturer's recommended spreading rate, to provide a total dry film thickness of not less than 4.0 mils for the entire coating system of prime and finish coats for 3-coat work.
7. Provide a total dry film thickness of not less than 2.5 mils for the entire coating system of prime and finish coat for 2-coat work.

B. Surface Preparation:

1. General: Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instruction and as herein specified, for each particular substrate condition.

- a. Mask off all built-in millwork and/or furniture and wall base. Use tape approved by manufacturer.
- b. Completely cover with impervious drape material all millwork and furnishings as directed by the Architect.
- c. Cover as directed by Architect all finished floor coverings.
- d. Mask off or remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place and not to be finish painted. Following completion of painting of each space or area, remove masking. Reinstall all removed items by workmen skilled in the trades involved.
- e. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program the cleaning and painting so that contaminants from the cleaning process will not fall onto wet, newly-painted surfaces.

2. Wood: Prime, stain or seal wood required to be job-painted immediately upon delivery to site. Prime edges, ends, faces, undersides and backsides of such wood, including the cabinets, counters, cases, paneling, etc.

- a. When transparent finish is required, use spar varnish for backpriming. Backprime paneling on interior partitions only where masonry, plaster or other wet wall construction occurs on backside.

b. Seal tops, bottoms and cut-outs of unprimed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to site.

3. Metals:

a. General: Clean bare metal surfaces thoroughly of foreign matter such as mortar, plaster, grease, rust, scale and dirt before priming coat is applied. Where solder flux has been used, clean surface with benzene.

b. Shop Painted Ferrous Metal Surfaces: Remove grease and oil with gasoline, benzene or other similar volatile cleaner. Exercise care to prevent damage to shop coat. Touch-up abraded or marred shop coats with paint used for priming.

c. Zinc Coated (Galvanized) Surfaces: Remove grease and oil with gasoline, benzene or other similar volatile cleaner. Treat surfaces with an approved chemical compound such as a phosphoric acid wash. Rinse the chemical compound completely and remove with clean, fresh water.

d. Aluminum: Clean and prepare surfaces with one coat of an acid etch solution where painting of aluminum is shown.

e. Plaster Work: Test plaster surfaces with a moisture meter and do not proceed with painting until the moisture content satisfies the recommendation of the respective paint manufacturer.

i. Remove grit and loose particles and repair surface irregularities before paint is applied. Repair cracks and holes with patching plaster, properly keyed to the existing plaster and sandpaper smooth.

ii. Prime plaster surfaces with an approved alkali-resistant primer. Spackle imperfections in the plaster that become visible after the prime coat is applied. Make flush with adjoining surface and spot prime with the prime coat material. If the prime coat does not dry to a uniform sheen over the entire surface, the areas that indicate suction shall also be spot primed before applying succeeding coats.

4. Gypsum Drywall: Repair minor cracks and holes with finishing compound, and sand smooth after drying.

C. Materials Preparation:

1. Store, mix and prepare painting materials in accordance with manufacturer's directions.
2. Stir materials before application to produce a mixture of uniform density and stir as required during the application of the materials.
3. Do not stir surface film into the material. Remove the film and, if necessary, strain the material before using.

D. Application:

1. General: Apply paint in accordance with manufacturer's directions. Use applicator and techniques best suited for the substrate and type of materials being applied.

- a. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to ensure that all surfaces, including the edges, corners, crevices, welds and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
- b. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment.
- c. Paint interior surfaces of ducts or diffusers, where visible through registers or grilles, with a flat, non-specular black paint.
- d. Finish doors on tops, bottoms and side edges the same as the faces, unless otherwise indicated.
- e. Sand lightly between each succeeding enamel or varnish coat.

2. Brush Application: Brush out and work the brush coats onto the surface in an even film. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness and other surface imperfections are not acceptable.

3. Spray Application: Except as specifically otherwise approved by the Architect,

confine spray application to metal framework and similar surfaces where hand brush work would be inferior.

- a. Where spray application is used, apply each coat to provide the hiding equivalent of brush coats.
- b. Do not double back with spray equipment to build up film thickness of two coats in one pass.

4. Scheduling Painting: Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

- a. Apply final coat after the complete installation of all millwork and furnishings.
- b. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and the application of another coat of paint does not cause lift or loss of adhesion of the undercoat.

5. Prime Coats: Apply a prime coat of material which is required to be painted or finished and which has not been prime coated by others. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burnthrough or other defects due to insufficient sealing.

6. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

E. Clean-up Protection:

1. Clean-Up: During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping using care not to scratch or otherwise damage finished surfaces.

2. Protection: Protect work of other trades whether to be painted or not, against damage by painting and finishing work. Correct any damage by

cleaning, repairing or replacing and repainting as acceptable to the Architect, at no additional cost to the City.

- a. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.
- b. At the completion of the Work, touch-up and restore all damage or defaced painted surfaces.

F. Painting Systems and Schedules:

It is the intent of this Specification to establish procedure, quality and the number of coats; the Architect will determine the exact finish desired. Do not start priming or painting without notice to the Architect.

All paint coats specified herein are in addition to any prime coat which may already be on surface.

APPENDIX A

Material Items

***EXACT QUANTITIES TO BE DETERMINED DURING JOB WALK**

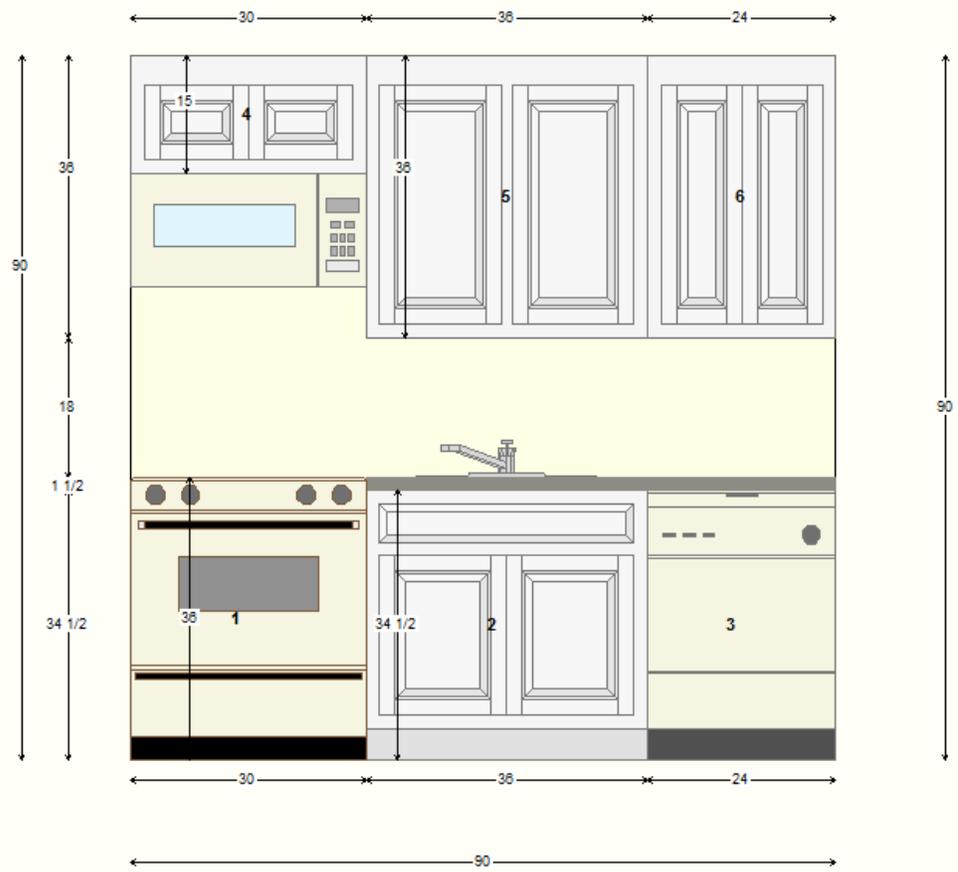
Material Items
Item Description
Electrical
Lithonia Lighting 2x2 LED Panel Troffer Light and all necessary electrical components
Feit Electric 4 ft. 64-Watt Equivalent Direct Wire or Plug-in Integrated LED White Motion Wrap Utility Shop Light and all necessary electrical components
Halco Lighting Technologies 8 in. Selectable Lumen Color Temperature Dimmable Integrated LED Recessed Downlight Trim Wet Location 120-Volt-277-Volt and all necessary electrical components
Lithonia Lighting Contractor Select CPX 2 ft. x 4 ft. White Integrated LED 4692 Lumens Flat Panel Light, 4000K and all necessary electrical components
Lithonia Lighting Contractor Select CPANL 2 ft. x 4 ft. 4000/5000/6000 Lumens White Integrated LED Flat Panel Light and all necessary electrical components
Feit Electric 4 ft. 64-Watt Equivalent Direct Wire or Plug-in Integrated LED White Motion Wrap Utility Shop Light and all necessary electrical components
Halco Lighting Technologies 8 in. Selectable Lumen Color Temperature Dimmable Integrated LED Recessed Downlight Trim Wet Location 120-Volt-277-Volt and all necessary electrical components
Plumbing
Hobart FD4/50-4 Garbage Disposer w/ Long Upper Housing - 1/2 HP, 120/208-240v/1ph and all necessary plumbing components
Miele G7000 Series 24 Inch Wide 16 Place Setting Energy Star Rated Built-In Top Control Dishwasher with Cutlery Tray and all necessary plumbing components
Duravit 28063100921 DuraStyle 11 3/4" Commercial Wall Mount Rimless Elongated Electronic Urinal – White and all necessary plumbing components
Sloan 1.28 GPF One Piece Elongated ADA Toilet with Solis Flushometer less Seat and all necessary plumbing components
Kohler HydroRail Pressure Balanced Shower System with Shower Head, Hand Shower, Hose, Shower Column, Valve Trim, and Rough-In and all necessary plumbing components
Flooring
SoHo Square Luxury Vinyl Plank (LVP) West Broadway SKU: 7524 at Public Works and all necessary flooring components
Daltile Keystones - 2" x 2" Square Porcelain Shower Pan and Floor tile and all necessary components
ROPPE No Toe 4 in. x 120 ft. x 1/8 in. Vinyl Wall Cove Base Coil and all necessary flooring components
Shaw Philadelphia Commercial Capital III Tile 24" x 24" Carpet and all necessary flooring components
Painting
Painting and finishing of the entire interior (walls, trims, molding, doors) with Benjamin Moore Paint at City Hall and Public Works. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of the work
Painting and finishing of the entire exterior with Benjamin Moore Paint at City Hall.

Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of the work
Painting and finishing of the exterior signage with Benjamin Moore Paint at Community Center. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of the work
Cabinetry
Andersen Cabinets Hardwood White Shaker Kitchen Cabinets and all necessary cabinetry components
Calacatta Independence Quartz Custom Countertop and Back Splash
Custom Cabinetry for Locker Room and Copy Room
Walls
Hardi backer boards, tapes for joints, red guard water proof surface, hot mop shower pans in all bathrooms and shower rooms and all necessary wall components
Reupholster
Culp – AB Navy Polypropylene Upholstery on council chamber seats
Duvaltex Woven Chase Acoustic Panel fabric on council chamber walls
Duvaltex Woven Chase Acoustic Panel fabric in conference room walls
Ceiling
Armstrong Ceilings Easy Elegance Textured White 2 ft. x 4 ft. PVC Square Edge Lay-in Ceiling Tile and all necessary components and all necessary components
Install Everbilt 4-Way Fixed Curved Blade Wall/Ceiling Register vent and all necessary components
Door Refinishing
Refinish all doors at City Hall
Furniture
Modern Office 350 lb. Cap Black Leather Executive Chair w/ Titanium Base
Luxhide Tilter Chair w/ Mock Leather Trim
CHROMCRAFT Nova Collection CM137-C946
Carbon L-Shaped Desk with 3-Drawer Pedestal and Left Return 72"Wx96"D
Exec Bow Front L Desk, Deluxe File
Mahogany U Shaped Desk with Drawers Commerce Laminate by Boss Office Products 71" x 108" x 30"
WorkPro 19 D Lateral 4 Drawer File Cabinet Light Gray - ODP Business Solutions
Winrise Store Office Chair Ergonomic Desk Chair, High Back Gaming Chair, Big and Tall Reclining Comfy Home Office Chair Lumbar Support Breathable Mesh Computer Chair Adjustable Armrests (Black)
Techni Mobili Modern Office Desk with Storage, Gray
Bush Business Furniture Series C 60W Left Handed Bow Front U Shaped Desk with Mobile File Cabinet in Hansen Cherry
Madison Liquidators L Shaped Desk with Drawers
Madison Liquidators Small Storage Cabinet
Interion Freestanding Office Partition Panel, 36-1/4"W x 72"H, Blue
Garage Doors
Installation of new roll-up garage doors
Shower Enclosure

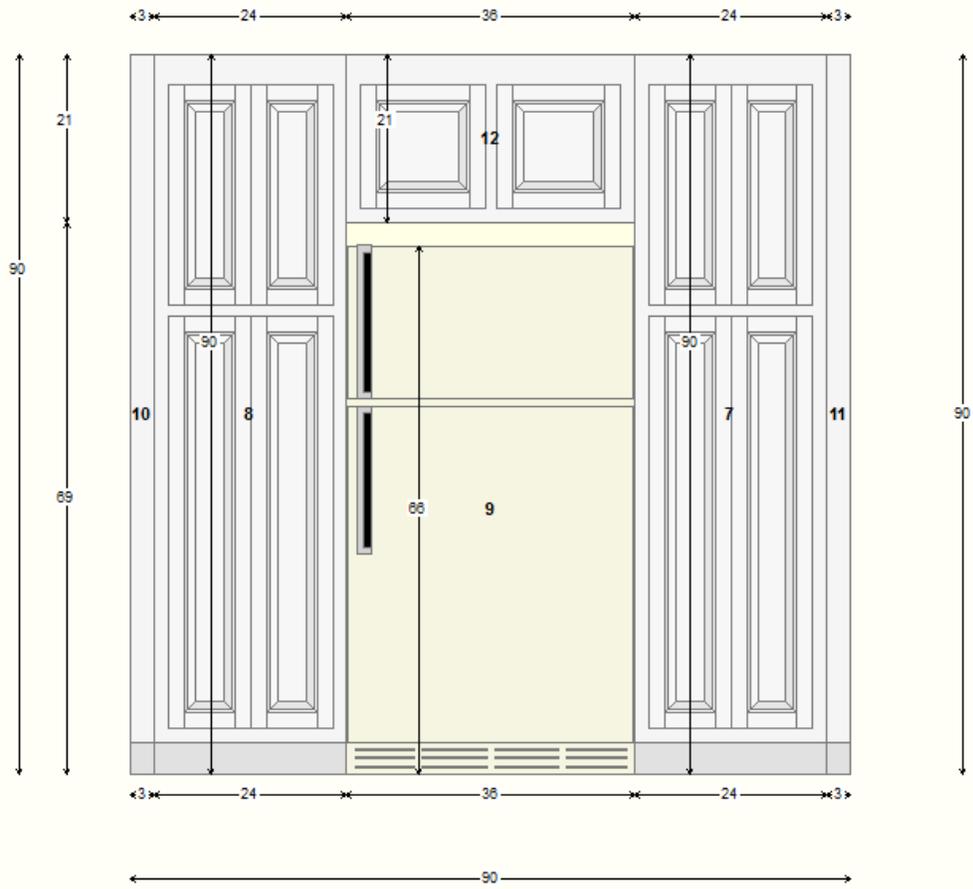
4X12 Daltile Subway Ceramic Tile for bathroom walls and enclosures and all necessary components
Miscellaneous Improvements
Installation of bathroom partitions
Installation of soap and towel dispensers
Installation of grab bars in restrooms
Installation of ADA door handles

APPENDIX B

DRAWINGS



Room 1 - Wall 1



Room 1 - Wall 2