

October 4, 2024

PROTEST OF NON-RESPONSIVE DETERMINATION AND AWARD

*VIA ELECTRONIC MAIL
AND OVERNIGHT DELIVERY*

Ms. Randi Johl
Director of Legislative Affairs/City Clerk
City of Temecula
41000 Main Street
Temecula, California 92590
randi.johl@temeculaca.gov

Re: Protest of Non-Responsive Determination by Reed Family Enterprises Inc.
Project: Park Restrooms Renovation, Expansion and Ada Improvements Project No. Pw17-06

Dear Ms. Johl:

1. Introduction

We represent Reed Family Enterprises Inc. (“RFE”) regarding the City of Temecula’s (“City”) Park Restrooms Renovation, Expansion and Ada Improvements Project No. Pw17-06 (“Project”). This letter is RFE’s protest of the City’s non-responsive determination and award of the Project to any bidder other than RFE. This protest is brought under Temecula Municipal Code section 3.32.090. The protest is timely as it is made within three business days of the City’s notice of award to Leonida Builders Inc. (See the City’s “Plans, Specifications, And Contract Documents” package, dated June 19, 2024 (“Bid Documents”), attached at Tab 1, at p. IB-3.)

As set forth below, the City cannot find RFE non-responsive on the basis of a self-performance minimum. There is no such a minimum in the Bid Documents. Therefore, the City must award the Project to RFE, the lowest responsive bidder. The City’s improper rejection of RFE will result in the City and its taxpayers paying approximately \$90,000 more than necessary.

2. Factual Background

RFE is a Temecula based, family-owned company that has been serving the Temecula area for over a decade.

The City received eight bids for the Project. RFE submitted the lowest responsive bid of \$158,555.00. However, the City subsequently informed RFE that its bid was non-responsive for failing to comply with an alleged 50 percent self-performance requirement the City claims was included in the Bid Documents. (See Ron Moreno Agenda Report related to the award of the Project [“[RFE] has contract work listed for Subcontractors equal to 61% of the Contract Price. Per the contract documents, the

Contractor must self-perform at least 50% of the work, therefore, the bid was deemed non-responsive.”].) In other words, the City found RFE non-responsive for subcontracting 11 percent of the total bid price – equal to approximately \$17,000.00, over the alleged 50 percent self-performance threshold. As discussed below, the City failed to list any such self-performance requirement in the Bid Documents. If the City had done so, RFE would have tailored its bid accordingly.

After finding two other bidders non-responsive, the City now intends to award the Project to Leonida Builders Inc. (a Los Angeles area contractor out of Acton, California) with a bid of \$247,800.00 - \$89,245.00 more than RFE’s bid.

In sum, the City now seeks to disqualify a competent Temecula-based contractor over an alleged 11 percent deviation from a self-performance requirement which the City failed to clearly set forth in the Bid Documents, and instead, award the Project to a Los Angeles area contractor at a cost of \$89,245.00 more to Temecula taxpayers. Further, as discussed below, to the extent the alleged self-performance requirement exists, it may and should be waived by the City for the benefit of the taxpayers.

3. RFE’s Bid Is Responsive

In finding RFE’s bid non-responsive, the City relies on the misguided notion that the Bid Documents required a self-performance percentage. However, this is not the case. The Bid Documents make no mention of a self-performance requirement or any limitations on the bidder’s ability to subcontract the Work. If the City intended to require bidders to meet a self-performance requirement or to prevent bidders from subcontracting work, it was the City’s obligation to clearly and unambiguously state so in the Bid Documents – like it has done for past projects.¹

Further, the City cannot rely on the Greenbook to add requirements in conflict with the Bid Documents. Even if there is a self-performance requirement in the Greenbook, the omission of such a requirement from the Bid Documents controls via the precedent of the documents. (See Bid Documents, p. C-1 [“In case of conflict between the Standard Specifications and the other Contract Documents, the other Contract Documents shall take precedence over, and be used in lieu of, such conflicting portions.”].) Consequently, the actual terms of the Bid Documents control. (See *Great West Contractors, Inc. v. Irvine Unified School District* (2010) 187 Cal.App.4th 1425, 1453 [responsiveness is determined from the face of the bid].) Here, the Bid Documents do not place any specific requirement or restriction on subcontracting. On the other hand, the Greenbook has certain restrictions, and thus, a conflict between the Bid Documents and the Greenbook exists. In such circumstances, the Bid Documents control over the Greenbook and the City cannot impose a self-performance requirement and/or limit bidder’s ability to subcontract the work.

¹ On past projects the City has clearly noted any self-performance requirement in the Bid Documents. See page 9 of the Notice of Inviting Bids for the City’s PW20-13 Project, stating that “Bidder’s self-performance requirement is a minimum of 50% of the total bid” attached at Tab 2 for reference.

The City must comply with the rules it set in the Bid Documents. See *Pozar v. Department of Transportation* (1983) 145 Cal.App.3d 269, 271 [public entity must follow the rules it sets in its bid documents]. Accordingly, the City cannot find RFE's bid non-responsive.

4. The City Has Discretion to Waive the Alleged Immaterial Deviation

Even if RFE's bid was non-responsive, which is not the case, the City should use its discretion to waive the alleged self-performance percentage deviation. (See *Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 906 ("*Ghilotti*") [upholding the public entity's discretion to waive a contractor violating a 50 percent self-performance requirement].)

Public entities are vested with broad discretion to waive immaterial irregularities in a bid. (See *Konica Business Machines U.S.A., Inc. v. Regents of University of California* (1988) 206 Cal.App.3d 449 ["it is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted ... if the variance is inconsequential."].) In determining whether to waive irregularities, the City exercises its "inherent discretionary power ... to disregard minor or insubstantial variations." (*Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331, 1342.) Further, a public entity, such as the City, "has discretion to waive immaterial deviations from bid specifications and may accept the bid under certain conditions." (*MCM Const., Inc. v. City & County of San Francisco* (1998) 66 Cal.App.4th 359, 374.)

A bid may be deemed responsive even if discrepancies exist, so long as the discrepancy is immaterial. (See *Ghilotti* at p. 906.) A bid deviation is immaterial if it does not: (1) affect the bid amount; (2) give the bidder an advantage over other bidders; (3) serve as a potential vehicle for favoritism; (4) influence other potential bidders to refrain from bidding; or (5) affect the ability to make bid comparisons. (*Id.* at p. 907.)

In other words, the City has broad discretion to waive an error, "*if the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders.*" (*Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal. App. 4th 1432, 1440-41 [emphasis in original].) Usually, a competitive advantage will only be found if a bidder could have sought relief under Public Contract Code section 5103 ("Section 5103") which allows bidders to withdraw their bid without forfeiting the bid bond if the bidder made a mistake filling out the bid that made the bid materially different. Courts have further defined that qualifying bid errors under Section 5103 must be "typographical or arithmetical errors." (*Valley Crest Landscape, Inc., supra*, 41 Cal.App.4th 1432, 1442 [citation omitted].) Any error giving a bidder the ability to withdraw its bid without forfeiting its bond is a nonwaivable error because it affords the bidder an unfair advantage not available to other bidders. (*Id.*)

As discussed above, RFE's bid complied with all material requirements. The City has made no finding as to any substantive deficiencies with the bid. Rather, the City's entire determination of non-responsiveness is based on an RFE's alleged failure to comply with a self-performance percentage requirement that was not stated in the Bid Documents.

Here, the alleged deviation is immaterial and can be waived under the *Ghilotti* standard because it could not reasonably have given RFE any competitive advantage over any other bidder or affected RFE's bid amount. Further, this type of alleged deviation is not a "typographical or arithmetical" error which would allow RFE to pull its bid under Section 5103. Therefore, waiving the alleged deviation would not provide RFE with a competitive advantage.

Accordingly, like the public entity in *Ghilotti* (which waived non-compliance with a 50 percent self-performance requirement listed in the bid documents), the City should waive the alleged immaterial deviation in RFE's bid and award the Project to RFE.

5. Waiving the Alleged Deviation Is in the Best Interest of the City and the Taxpayers

Waiving the alleged minor deviation in RFE's bid is in the City's best interest because awarding the Project to a responsible contractor for a fair price is the exact intent of competitive bidding requirements.

Generally, the purpose of public bidding requirements is to ensure the award of the Project to a responsible contractor while avoiding an over-expenditure of public funds. For example, Public Contract Code section 100 contains an express declaration of legislative intent, stating that the purpose of the Public Contract Code is:

- (a) To clarify the law with respect to competitive bidding requirements;
- (b) To ensure full compliance with competitive bidding statutes as a means of protecting the public from misuse of public funds;
- (c) To provide all qualified bidders with a fair opportunity to enter the bidding process, thereby stimulating competition in a manner conducive to sound fiscal practices;
and
- (d) To eliminate favoritism, fraud, and corruption in the awarding of public contracts.

Here, consistent with the intent of competitive bidding requirements, waiving the alleged minor deviation will result in the exact outcome the City planned for: a fair price from a responsible contractor after an open competition. Other than the alleged deviation (which RFE disputes), RFE's bid was responsive and complied with all requirements. By waiving the alleged deviation and awarding the Project to RFE, the City will ensure that it will receive a responsible contractor ready, willing, and able to perform this work, just as it intended when it requested bids.

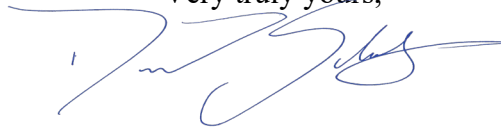
Second, waiving the alleged minor deviation will avoid an unnecessary waste of taxpayer dollars. RFE's bid represents a significant cost savings to the City of \$89,245.00 which the City can use to fund other needed projects and services.

6. Conclusion

The Project should be awarded to RFE as the lowest responsive and responsible bidder. RFE's bid is responsive because the Bid Documents do not include a self-performance percentage requirement. To the extent the City believes there is a deviation, the City can and should waive it like the public entity in *Ghilotti*. Such a decision is in the City's best interest, supported by well-established California case law, and will prevent unnecessary expenditure of public funds.

Please contact us with any questions. Copies of the protest have been mailed or delivered to the director of finance.

Very truly yours,



Daniel P. Scholz,
Partner

Enclosures

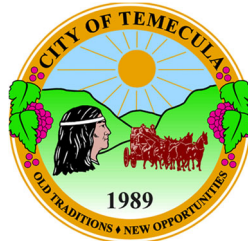
DPS:rer/3RU3161

cc: Reed Family Enterprises Inc.
Attn: Mr. Mike Reed, President (via email only)
City of Temecula (via email only)
Attn: Ms. Jennifer Hennessy, Director of Finance
Ms. Laura Bragg, Associate Engineer II
Mr. Ron Moreno, Director of Public Works/City Engineer
Mr. Nino Abad, Senior Civil Engineer

TAB 1



**CITY OF TEMECULA
DEPARTMENT OF PUBLIC WORKS
41000 Main Street
Temecula, California 92590
(951) 694-6411**



**PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS
for
PARK RESTROOMS RENOVATION, EXPANSION AND
ADA IMPROVEMENTS
PROJECT NO. PW17-06**

**CITY OF TEMECULA
TEMECULA, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS**

**PLANS, SPECIFICATIONS AND CONTRACT
DOCUMENTS**

for

**PARK RESTROOMS RENOVATION, EXPANSION AND
ADA IMPROVEMENTS**

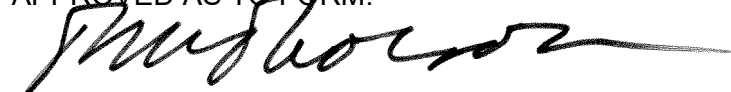
PROJECT NO. PW17-06

PREPARED AT THE DIRECTION OF:



Ron Moreno, RCE #69156
Director of Public Works / City Engineer

APPROVED AS TO FORM:



Peter M. Thorson, City Attorney

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

TABLE OF CONTENTS

for

**PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06**

NOTICE INVITING BIDS	NIB-1
INSTRUCTIONS TO BIDDERS	IB-1
CONTRACT	C-1
LABOR AND MATERIALS BOND	LM-1
PERFORMANCE BOND.....	PB-1
MAINTENANCE BOND	MB-1
CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE.....	R-1
PROPOSAL	P-1
BID SHEETS	P-2
SUBCONTRACTORS LIST / BIDDERS LIST	P-5
STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE	P-6
BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS.....	P-7
NON-COLLUSION AFFIDAVIT	P-8
BIDDER'S AGREEMENT	P-9
BID BOND	P-10
GENERAL SPECIFICATIONS.....	GS-1
SCOPE OF WORK.....	GS-1
TIME OF COMPLETION	GS-1
UTILITY REQUIREMENTS	GS-1
UTILITY LOCATION.....	GS-3
FLOW AND ACCEPTANCE OF WATER.....	GS-3
REMOVAL OF WATER	GS-3
TRENCH SAFETY AND SHORING EXCAVATION	GS-4
TRENCH PROTECTION AND EXCAVATION	GS-4
STANDARD SPECIFICATION	GS-5
WAGE RATES AND LABOR CODE REQUIREMENTS.....	GS-6
SUBSTITUTION OF SECURITIES.....	GS-6
SUBCONTRACTING.....	GS-7
DISPOSAL OF MATERIALS	GS-7
DISTRIBUTION OF PLANS AND SPECIFICATIONS	GS-8
CLAIM DISPUTE RESOLUTION.....	GS-8
SPECIAL PROVISIONS	SP-1
SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS.....	SP-1
1-2 TERMS AND DEFINITIONS.	SP-1
1-7 AWARD AND EXECUTION OF THE CONTRACT	SP-2
SECTION 2 – SCOPE OF THE WORK.....	SP-3
2-2 PERMITS.	SP-3

2-8 EXTRA WORK.....	SP-3
SECTION 3 – CONTROL OF THE WORK.....	SP-3
3-5 INSPECTION.....	SP-3
3-7 CONTRACT DOCUMENTS.....	SP-3
3-8 SUBMITTALS.....	SP-4
3-10 SURVEYING.....	SP-4
3-12 WORK SITE MAINTENANCE.....	SP-5
3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.....	SP-5
SECTION 4 – CONTROL OF MATERIALS.....	SP-5
4-4 TESTING.....	SP-5
SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES.....	SP-6
5-1 LAWS AND REGULATIONS.....	SP-6
5-3 LABOR.....	SP-6
5-4 INSURANCE.....	SP-6
5-7 SAFETY.....	SP-8
SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK.....	SP-9
6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.....	SP-9
6-3 TIME OF COMPLETION.....	SP-9
6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.....	SP-9
6-9 LIQUIDATED DAMAGES.....	SP-10
SECTION 7 – MEASUREMENT AND PAYMENT.....	SP-10
7-3 PAYMENT.....	SP-10
SECTION 10 – CONSTRUCTION DETAILS.....	SP-11
10-01 MOBILIZATION/DEMOBILIZATION.....	SP-11
10-02 Park Restroom Renovation, Expansion and American with Disabilities Act (ADA) Improvements.....	SP-12
10-03 NPDES Compliance.....	SP-14
SECTION 400 – PROTECTION AND RESTORATION.....	SP-18
400-1 GENERAL.....	SP-18
SECTION 402 – UTILITIES.....	SP-18
402-4 RELOCATION.....	SP-18
EXHIBIT “A” – County of Riverside Department of Environmental Health Service Request #51680,	EA-1
EXHIBIT “B” – DIVISION 01: General Requirements	EB-1

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

for

**PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06**

1. NOTICE IS HEREBY GIVEN that the City of Temecula, Riverside County, California, will receive **ELECTRONIC BIDS ONLY** up to **09:59:59 am**, on **Thursday**, the **5th day of September, 2024**. The City of Temecula utilizes PlanetBids as its online bid management provider and location for public bid openings. Bids will be opened and the results of submitted **ELECTRONIC** bids for the subject project will be immediately available to the public at the stated date and time on the City's PlanetBids portal at:

<https://pbsystem.planetbids.com/portal/14837/portal-home>

Bids must be submitted **electronically** via the on-line bidding service PlanetBids. To download bid documents and to submit an electronic bid, a bidder must be registered with the City of Temecula as vendor. To register as a vendor, go to the following link, and then proceed to the "Register As A Vendor" link:

<http://temeculaca.gov/314/Purchasing-Contract-Administration>

Documents must be uploaded in PDF (Portable Document Format). Hard copies submitted to the City, in lieu of electronic copies uploaded onto the system, will not be accepted as a viable bid. It is the Bidder's responsibility to ensure that their bid documents are properly uploaded onto the City's online bid management system. Bids that are missing pages, cannot be opened, etc., may be considered unresponsive.

It is the bidder's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including, but not limited to, registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid, etc.

Electronic bids must be received no later than the date and time specified above.

2. All of said work is to be performed in accordance with Plans and Specifications entitled **PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS, PROJECT NO. PW17-06**. These documents can be downloaded from PlanetBids. The charge for downloading bid documents is **\$50**.
3. The classification of Contractor's license required in the performance of this Contract is a Class **B**.
4. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the Contract from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations website at: <http://www.dir.ca.gov>.
5. The successful bidder shall be required to furnish a Labor and Materials Bond and a Performance Bond in the amount of 100% of the amount of the Contract.

6. Pursuant to Section 22300 of the Public Contract Code of the State of California, the Contract will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the City of Temecula to ensure performance under the Contract.
7. Each bidder must upload to PlanetBids the following documents ("Proposal") with his/her electronic bid prior to the date and time of the bid opening:
 - Bid Sheets
 - Subcontractors List / Bidders List
 - Statement of Technical Ability and Experience
 - Bidder's Statement of Past Contract Disqualifications
 - Non-Collusion Affidavit
 - Bidder's Agreement
 - Bid Bond

All bids shall be accompanied by ***ONE*** of the following forms of bidder's security:

- (1) A signed electronic bidder's bond by an admitted surety submitted via PlanetBids; OR
- (2) A signed bidder's bond by an admitted surety insurer received by the City at the address set forth below; OR
- (3) Cash, a cashier's check, or certified check received by and made payable to the City.

The required bidder's security shall be in an amount equal to at least 10% of the amount bid. A bid shall not be considered and will be deemed non-responsive unless one of the forms of bidder's security is enclosed with it.

If the bid security is delivered or mailed, the address is as follows:

City Clerk
City of Temecula
41000 Main Street
Temecula, CA 92590

The sealed bid security envelope must be marked as follows:

**BID SECURITY, DO NOT OPEN UNTIL BID OPENING
PARK RESTROOMS RENOVATION, EXPANSION AND ADA
IMPROVEMENTS, PROJECT NO. PW17-06**

Bid securities mailed to the City's mailing address may or may not be delivered to the City Clerk on time. It is the responsibility of the prospective bidder to ensure that the City receives the bid security within the allotted time.

8. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above stated project. The general items of work to be done hereunder consist of:

Interior tenant improvement of existing park concession building. Improvements to include new pass-thru windows, ADA compliant cabinetry and replacement of concession building plumbing and electrical. Restroom improvements are not a part of this project with the exception of the addition of hot water to the two restroom sinks. Concession snack bar will only provide pre-packaged foods and will not involve cooking or food preparation equipment.

NOTE TO CONTRACTOR:


The project plans show improvements to the ADA parking stalls and to the concrete on the exterior of the concession building. Those areas have been completed as part of City project PW18-16 and are eliminated from this project, PW17-06. The eliminated areas have hash marks through them and a note indicating completion in PW18-16.

The Engineer's estimate for the proposed project is **\$250,000**.

The lowest responsible bid shall be determined by the lowest base bid. The City may elect to award any, none, or all of an additive bid(s) at its discretion.

9. The City Council reserves the right to reject any or all bids, to delete portions of the work, or to waive any defect or informality in any bid received.
10. All costs incurred by the selected bidder prior to Contract award and execution of the Contract by the City shall be at the bidder's sole risk. City shall have no liability for costs incurred prior to its execution of the Contract.
11. Questions pertaining to this project shall be directed to **Laura Bragg**, and **only submitted through the Planet Bids website**.

Dated: August 5, 2024



Randi Johl, City Clerk

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

INSTRUCTIONS TO BIDDERS

for

**PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06**

1. SECURING DOCUMENTS

Plans, Specifications and Contract Documents can be downloaded from PlanetBids. The charge for downloading bid documents is **\$50**.

To download bid documents and to submit an electronic bid, a bidder must be registered with the City of Temecula as vendor. To register as a vendor, go to the following link, and then proceed to the "Register as a Vendor" link.:

<http://temeculaca.gov/314/Purchasing-Contract-Administration>

2. PROPOSAL

To receive consideration, bids shall be made in accordance with the following instructions:

- a. Other than the Schedule of Prices, bids shall be made on the Proposal Forms contained herein. All items shall be properly filled in; numbers shall be stated both in writing and in figures. The signatures shall be in longhand. The completed forms shall be without alterations, interlineations, or erasures. The Proposal must be uploaded to PlanetBids after completing the required information. All items on the Schedule of Prices shall be completed **Electronically** in PlanetBids. Any bid item left blank in the **Electronic** Schedule of Prices in PlanetBids will deem the entire bid unresponsive and the bid will be disqualified. **DO NOT COMPLETE THE SCHEDULE OF PRICES INCLUDED IN THE BID SHEETS.**

Documents must be uploaded in PDF (Portable Document Format). It is the Bidder's responsibility to ensure that their bid documents are properly uploaded onto the City's online bid management system. Bids that are missing pages, cannot be opened, etc. may be considered unresponsive. It is the bidder's sole responsibility to contact the City's online bid management provider, PlanetBids at 818-992-1771, to resolve any technical issues related to electronic bidding, including, but not limited to, registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid, etc.

- b. Bids shall be submitted only on the items of bid stated in the Specifications; bids upon other basis will not be considered. Bids that do not reference all addenda or that are not submitted on the prescribed forms may be rejected.
- c. The City reserves the right to accept bids on work and alternatives listed in the bid form in sum total or individually or in any combination, unless the bid form makes specific provision to the contrary.
- d. Unless called for, alternative bids will not be considered.
- e. Modification of bids already submitted, will be considered if uploaded to PlanetBids by the time set for opening of bids.

- f. Pursuant to the provisions of Section 4100 through 4113 of the Public Contract Code of the State of California, every bidder shall, in the bid, set forth:
 - 1) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent of the bidder's total bid.
 - 2) The portion of the work which will be done by each such subcontractor.
- g. In the event that alternative bids are called for and bidder intends to use different or additional subcontractors on the alternative or alternatives, he shall fill out additional forms of the Subcontractors List and shall indicate on such forms whether they apply to the base or alternative bids.
- h. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of the bidder's total bid, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the City, either:
 - 1) Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designated in the original bid, or
 - 2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
- i. All bids shall be accompanied by one of the following forms of bidder's security:
 - 1) A signed electronic bidder's bond by an admitted surety submitted via PlanetBids;
 - 2) A signed bidder's bond by an admitted surety insurer received by the City; or
 - 3) Cash, a cashier's check, or certified check received by, and made payable to, the City.
- j. The required bidder's security shall be in an amount equal to at least 10% of the amount bid. A bid shall not be considered and will be deemed non-responsive unless one of the forms of bidder's security is enclosed with it.
- k. Before submitting a bid, bidders shall carefully examine the Plans, Specifications, and Contract, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the Contract.
- l. Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. Any bid item left blank in the **Electronic** Schedule of Prices in PlanetBids will deem the entire bid unresponsive and the bid will be disqualified. The bidder shall set forth for each item of work a unit item price for the item in the respective spaces provided for this purpose. The PlanetBids system will automatically calculate the corresponding total for each unit price completed for each item in its respective space provided. The quantities listed in the Bid Sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his/her own estimates from the Plans and Specifications. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

- m. Bids and modifications thereof, if any, shall be delivered **Electronically** through PlanetBids on or before the day and hour set for the opening of bids in the Notice Inviting Bids.

3. MODIFICATIONS AFTER BID OPENING

A modification which is received from an otherwise successful bidder and which makes the terms of the bid more favorable to the City will be considered at any time it is received and may thereafter be accepted.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written request received from bidders **Electronically** through PlanetBids **prior** to the time set for opening of bids.

5. INTERPRETATION OF PLANS AND SPECIFICATIONS

Should a bidder find discrepancies in, or omissions from the Plans or Specifications, or should he be in doubt as to their meaning, he shall at once notify the Project Manager. Should it be found that the point in question is not clearly and fully set forth, a written addendum will be sent to all persons receiving a set of documents. The City will not be responsible for any oral instructions.

6. ADDENDA OR BULLETINS

Any addenda or information issued during the time of bidding or forming a part of the documents loaned to the bidder for the preparation of his/her bid, shall be covered in the bid and shall be made a part of the Contract.

7. OPENING BIDS

The City of Temecula utilizes PlanetBids as its online bid management provider and location for public bid openings. Bids will be opened and the results of submitted **ELECTRONIC** bids for the subject project will be immediately available to the public at the stated date and time on the City's PlanetBids portal at:

<https://pbsystem.planetbids.com/portal/14837/portal-home>

8. AWARD OR REJECTION OF BIDS

The City reserves the right to reject any and all bids, accept or reject alternates, and waive irregularities or informalities in the bid and bidding.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with the requirements prescribed.

All bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done.

9. BID PROTEST PROCEDURE

Pursuant to Chapter 3.32.090 of the City of Temecula Municipal Code, any actual or prospective bidder, proposer, or contractor (collectively "bidder") who believes he or she has been aggrieved in connection with the solicitation or award of a contract pursuant to this Chapter may protest, in writing, to the Office of the City Clerk, **within three (3) business days after posting of the award recommendation** at the location where bids

or proposals are submitted. The protest shall be deemed filed only when it is actually received by the Office of the City Clerk. Said bidder shall refer to Chapter 3.32.090 of the Temecula Municipal Code for detailed filing requirements. The City's Municipal Code can also be accessed online at:

<https://temeculaca.gov/260/Municipal-Code>

10. CONTRACT BONDS

- a. General. Within ten (10) days of the notice of award, the Contractor shall file with the Engineer surety bonds satisfactory to the City in the amounts and for the purposes noted below. Bonds shall be duly executed by an admitted corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. The Contractor shall pay all bond premiums, costs, and incidentals.

Each bond shall be signed by both the Contractor and surety, and the signature of the authorized agent of the surety shall be notarized.

The Contractor shall provide two good and sufficient surety bonds.

Surety companies shall familiarize themselves with all of the conditions and provisions of the Contract, and shall waive the right of special notification of change or modification of the Contract, or of any other act or acts by the City or its authorized agents under the terms of the Contract. Failure to notify the surety companies of change shall in no way relieve them of their obligations under the Contract.

- b. Labor and Materials Bond. The Labor and Materials Bond shall be for not less than 100% of the Contract price to satisfy claims of material suppliers and of mechanics and laborers employed by them on the work. The bond shall be maintained by the Contractor in full force and effect until the completed work is accepted by the City and until all claims for materials and labor are paid.
- c. Performance Bond. The Performance Bond shall be for 100% of the Contract price to guaranty faithful performance of all work, within the time prescribed in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects.
- d. Bond Renewal and Extension. Should any bond become insufficient, the Contractor immediately shall replace the bond with a substitute upon request from the City, and the effective date of the bond shall be from the commencement of work on the project.

Should any surety at any time be unsatisfactory to the City, notice will be given to the Contractor to that effect. No further payment shall be deemed due or will be made under the Contract, until a new surety shall qualify and be accepted by the City.

Changes in the work or extension of time, made pursuant to the Contract, shall in no way release the Contractor or surety from their obligations. Notice of such changes or extensions shall be waived by the surety.

11. SPECIAL NOTICE

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and the Contractor must employ, so far

as possible, such methods and means in the carrying out of its work as will not cause any interruption or interference with any other Contractor.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid, as Prime Contractor for the same work. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

13. BIDS TO BE LEFT ON DEPOSIT

Unless otherwise required by law, no bid, nor any part thereof, may be withdrawn by the bidder for a period of 90 calendar days after the opening of the bids

14. MANDATORY NON-COLLUSION AFFIDAVIT

- a. The City will, before any award of the Contract is made, require any bidder to whom it may make an award of the principal Contract, to execute a Non-Collusion Affidavit.
- b. The City may require that the principal Contractor shall, before awarding any subcontract, secure from the proposed subcontractor a Non-Collusion Affidavit.

15. CONTRACTOR'S LICENSE

No bid may be considered from a Contractor who, at the time the bids are opened, is not licensed to perform the project in accordance with Division 3, Chapter 9 of the Business and Professions Code of the State of California. In the event of a dispute as to the classification of license required, the decision by the Contractors State License Board shall prevail. This requirement is not a mere formality, and it will not be waived by the City. The Classification of Contractor's license required in the performance of this Contract is a Class **B**

16. PERMITS

The Contractor shall obtain and pay for all permits, including but not limited to Caltrans permits and City business licenses. The status of any permit applications processed during the design phase of the project is provided in Section 2-2 "Permits", of the Special Provisions.

17. PREVAILING WAGES

The Contractor is hereby notified that this project is subject to Federal and/or State prevailing wage guidelines as referenced in the Wage Rates and Labor Code Requirements sections of the Project Specifications. Where both Federal and State Guidelines are listed, the greater of the two listed general prevailing wages shall apply. The prime Contractor and all subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than the wage applicable for their work classification, as specified in the wage guidelines contained in the specifications.

18. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

19. TIME LIMITS OF WORK

The work to be performed shall be completed within **sixty (60)** working days after execution of contract and Notice to Proceed has been issued.

20. WARRANTY

All work, except landscaping, shall be warranted for a period of one year from the date of acceptance by the City. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment. Landscaping shall be guaranteed during the ninety-day maintenance period.

The City is hereby authorized to make such repairs if within ten days after giving written notice to the Contractor, or its agent, the Contractor should fail to make or undertake with due diligence the aforesaid repairs; provided, however, that in case of an emergency, where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the costs thereof.

The Contractor shall, upon completion of the Contract and prior to filing of the Notice of Completion, post a Maintenance Bond in the amount of ten percent of the Contract value. The Maintenance Bond shall remain in full force and effect through the guaranty period of one year.

21. EXECUTION OF CONTRACT

After notification of a proposed contract award date, the successful bidder shall return two notarized copies of the contract with original signatures. The signed contract shall be returned to the City **at least seven calendar days prior to the proposed contract award date**. The successful bidder shall then return the contract bonds and insurance **within ten working days of the date of the Notice of Award**.

22. ASSIGNMENT

The performance of the Contract may not be assigned, except upon the written consent of the Engineer. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract, nor will the Engineer consent to any assignment of a part of the work under the Contract.

23. CONTRACTOR'S INDEPENDENT INVESTIGATION

No plea of ignorance of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure on initial investigations or reports prepared by the City for purposes of letting this Contract out to bid, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

24. SIGNATURE OF CONTRACTOR

Corporations: The signature must contain the name of the corporation, must be signed by at least two corporate officers, but must include the signature of the President. Other persons may sign for the corporation in lieu of the above if a certified copy of a Resolution of the Corporate Board of Directors so authorizing them to do so, is on file in the City Clerk's office.

Partnerships: The names of all persons comprising the partnership or co-partnership must be stated. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk, in which case the General Partner may sign.

Joint Ventures: Bids submitted as joint ventures must so state and be signed by each joint venturer.

Individuals: Bids submitted by individuals must be signed by the bidder, unless an up-to-date power of attorney is on file in the City Clerk's office, in which case said person may sign for individual.

25. SUBSTITUTED SECURITY

In accordance with Section 22300 of the Public Contracts Code, Contractor may substitute securities for any monies withheld by the City to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank, or an escrow agent, who shall pay such monies to the Contractor upon notification by City of Contractor's satisfactory completion of the Contract. The type of securities deposited and the method of release shall be approved by the City Attorney's office.

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

CONTRACT

for

**PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06**

THIS CONTRACT, made and entered into the **DATE, 2024** by and between the City of Temecula, a municipal corporation, hereinafter referred to as "City", **Company Inc.**, hereinafter referred to as "Contractor."

WITNESSETH:

That City and Contractor, for the consideration hereinafter named, mutually agree as follows:

1. **CONTRACT DOCUMENTS**

The complete Contract includes all of the Contract Documents, to wit: Notice Inviting Bids, Instructions to Bidders, Proposal, Performance Bond, Labor and Materials Bond, Plans and Specifications entitled **PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS, PROJECT NO. PW17-06**, Insurance Forms, this Contract, and all modifications and amendments thereto, the State of California Standard Plans and Specifications, (latest edition), issued by the California Department of Transportation, where specifically referenced in the Plans, Special Provisions, and Technical Specifications, and the latest version of the Standard Specifications for Public Works Construction, including all supplements as written and promulgated by Public Works Standards, Inc. (hereinafter, "Standard Specifications") as amended by the General Specifications, Special Provisions, and Technical Specifications for **PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS, PROJECT NO. PW17-06**. Copies of these Standard Specifications are available from the publisher:

BNi Building News
Division of BNi Publications, Inc.
990 Park Center Drive, Suite E
Vista, CA 92081
(760) 734-1113

The Standard Specifications will control the general provisions, construction materials, and construction methods for this Contract except as amended by the General Specifications, Special Provisions, and Technical Specifications for **PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS, PROJECT NO. PW17-06**.

In case of conflict between the Standard Specifications and the other Contract Documents, the other Contract Documents shall take precedence over, and be used in lieu of, such conflicting portions.

Where the Contract Documents describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed completed and in place and that only the best general practice is to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract.

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. Any conflict between this Contract and any other Contract Document shall be resolved in favor of this Contract.

2. SCOPE OF WORK

Contractor shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following: **PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS, PROJECT NO. PW17-06.**

All of said work to be performed and materials to be furnished shall be in strict accordance with the Drawings and Specifications and the provisions of the Contract Documents hereinabove enumerated and adopted by City.

3. CITY APPROVAL

All labor, materials, tools, equipment, and services shall be furnished and work performed and completed under the direction and supervision, and subject to the approval of City or its authorized representatives.

4. CONTRACT AMOUNT AND SCHEDULE

The City agrees to pay, and Contractor agrees to accept, in full payment for, the work agreed to be done, the sum of: **DOLLARS AND ZERO CENTS (\$)**, the total amount of the base bid.

Contractor agrees to complete the work in a period not to exceed **Sixty (60) working days**, commencing with delivery of a Notice to Proceed by City. Construction shall not commence until bonds and insurance are approved by City.

5. CHANGE ORDERS

All change orders shall be approved by the City Council, except that the City Manager is hereby authorized by the City Council to make, by written order, changes or additions to the work in an amount not to exceed the contingency as established by the City Council.

6. PAYMENTS

a. Lump Sum Bid Schedule: Before submittal of the first payment request, the Contractor shall submit to the Director of Public Works a schedule of values allocated to the various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Director of Public Works may require. This schedule, as approved by the Director of Public Works, shall be used as the basis for reviewing the Contractor's payment requests.

b. Unit Price Bid Schedule: Pursuant to Section 20104.50 of the Public Contract Code, within 30 days after submission of a payment request to the City, the Contractor shall be paid a sum equal to **95% of the value of the work** completed according to the bid schedule. Payment request forms shall be submitted on or about the 30th day of each successive month as the work progresses. The final payment, if unencumbered, or any part thereof unencumbered, shall be made 60 days after acceptance of final payment and the Contractor filing a one-year Warranty and an Affidavit of Final Release with the City on forms provided by the City.

c. Payment for Work Performed: Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the City Manager, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract, and that the amount stated in the certificate is due under the terms of the Contract.

Partial payments on the Contract price shall not be considered as an acceptance of any part of the work.

d. Payment of Interest: Interest shall be paid on all undisputed payment requests not paid within 30 days pursuant to Public Contract Code Section 20104.50. Public Contract Code Section 7107 is hereby incorporated by reference.

7. LIQUIDATED DAMAGES / EXTENSION OF TIME

a. Liquidated Damages: In accordance with Government Code Section 53069.85, Contractor agrees to forfeit and pay to City the sum of \$1,000 per day for each calendar day completion is delayed beyond the time allowed pursuant to Paragraph 4 of this Contract. Such sum shall be deducted from any payments due to or to become due to Contractor.

b. Extension of Time: Contractor will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of, and without the fault or negligence of the Contractor, including delays caused by City. Within ten calendar days of the occurrence of such delay, Contractor shall give written notice to City. Within 30 calendar days of the occurrence of the delay, Contractor shall provide written documentation sufficient to support its delay claim to City. Contractor's failure to provide such notice and documentation shall constitute Contractor's waiver, discharge, and release of such delay claims against City.

c.

8. WAIVER OF CLAIMS

On or before making each request for payment under Paragraph 6 above, Contractor shall submit to City, in writing, all claims for compensation as to work related to the payment. Unless the Contractor has disputed the amount of the payment, the acceptance by Contractor of each payment shall constitute a release of all claims against the City related to the payment. Contractor shall be required to execute an affidavit, release, and indemnity agreement with each claim for payment.

9. PREVAILING WAGES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or subcontractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1720.9, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the Contract. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

10. TIME OF THE ESSENCE

Time is of the essence in this contract.

11. INDEMNIFICATION

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of Contractor alone. Contractor agrees to save,

indemnify, hold harmless and defend the City of Temecula, Temecula Community Services District, and/or Successor Agency to the Temecula Redevelopment Agency, its officers, employees, and agents, against any and all liability, injuries, or death of persons (Contractor's employees included), and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigations arising through the sole active negligence or sole willful misconduct of the City.

The Contractor shall indemnify and be responsible for reimbursing the City for any and all costs incurred by the City as a result of Stop Notices filed against the project. The City shall deduct such costs from progress payments or final payments due to the Contractor.

12. GRATUITIES

Contractor warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities or promises to City's employees, agents, or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

13. CONFLICT OF INTEREST

Contractor warrants that none of its partners, members or shareholders are related by blood or marriage to any employee of the City who has participated in the development of the specifications or approval of this project or who will administer this project nor are they in any way financially associated with any City officer or employee, or any architect, engineer, or other preparers of the Drawings and Specifications for this project. Contractor further warrants that no person in its employ nor any person with an ownership interest in the Contractor has been employed by the City within one year of the date of the Notice Inviting Bids.

14. CONTRACTOR'S AFFIDAVIT

After the completion of the work contemplated by this Contract, Contractor shall file with the City Manager, its affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

15. NOTICE TO CITY OF LABOR DISPUTES

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to City.

16. BOOKS AND RECORDS

Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of the City.

17. INSPECTION

The work shall be subject to inspection and testing by City and its authorized representatives during manufacture and construction and all other times and places, including without limitation, the plants of Contractor and any of its suppliers. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All inspections and tests shall be performed in such manner as to not unduly delay the work. The work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the work.

18. DISCRIMINATION

Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

19. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Contract and also govern the interpretation of this Contract.

20. PROHIBITED INTEREST

No member, officer, or employee of the City of Temecula or of a local public body who has participated in the development of the specifications or approval of this project or will administer this project shall have any interest, direct or indirect, in the Contract or the proceeds thereof during his/her tenure or for one year thereafter.

Furthermore, the Contractor covenants and agrees to their knowledge that no board member, officer or employee of the City of Temecula has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City of Temecula, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made, in writing, to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1220) of Division 4 of Title I of the Government Code of the State of California.

21. ADA REQUIREMENTS

By signing this Contract, Contractor certifies that the Contractor is in total compliance with the Americans with Disabilities Act of 1990, Public Law 101-336, as amended.

22. WRITTEN NOTICE

Any written notice required to be given in any part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of the Contractor as set forth in the Contract Documents, and to the City addressed as follows:

Mailing and Delivery Address: Patrick A. Thomas, PE
Director of Public Works / City Engineer
City of Temecula
41000 Main Street
Temecula, CA 92590

23. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Contractor, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than Two Million (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general

aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to it's employees. Pursuant to Labor Code Section 1861, Vendor must submit to City the following certification before beginning any work on the Improvements:

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

By executing this Agreement, Vendor is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor's products and completed operations of the Contractor; premises owned, occupied or used by the Vendor. General liability coverage can be provided in the form of an endorsement to the Contractor Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

2) For any claims related to this project, the Contractor insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Contractor may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true

“following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) If the Contractor's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Contractor shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Contractor, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-: VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

24. RECOVERED MATERIALS AND SOLID WASTE DISPOSAL ACT

Contractor agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

25. TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor shall not procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. Covered equipment also includes video surveillance and telecommunications equipment or services provided by Hytera Communications Corporation, Hangzhou Hikvision Digital

Technology Company, Dahua Technology Company, any subsidiary or affiliate of such entities, and any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

26. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents, and shall comply with all grant or funding terms and conditions applicable to the Contract and/or the work.

27. CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

All claims arising out of or related to the Contract or this project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must present a claim in accordance with the Government Claims Act as a prerequisite to prosecuting any claim against the City. The filing or prosecution of a claim in compliance with Section 9204 and/or Article 1.5 (if applicable) does not in any way obviate the need to timely present a claim under the Government Claims Act, or in any toll the expiration of any limitations period for the timely presentation of a claim under the Government Claims Act.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date first above written.

DATED: _____

CONTRACTOR:
Inc.
Address
City, State, Zip
(951)
Email

By: _____

Print or type NAME

Print or type TITLE*

By: _____

Print or type NAME

Print or type TITLE*

(*Signatures of two corporate officers required for Corporations)

CITY OF TEMECULA

DATED: _____

By: _____
James Stewart, Mayor

ATTEST:

Randi Johl, City Clerk

APPROVED AS TO FORM:

Peter M. Thorson, City Attorney

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

BOND NO. _____

LABOR AND MATERIALS BOND

for

PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WHEREAS, the City of Temecula has awarded to:

NAME AND ADDRESS OF CONTRACTOR

(hereinafter called "Contractor"), a contract for the work described as follows: **PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS, PROJECT NO. PW17-06** (hereinafter called "Contract"), and

WHEREAS, said Contractor is required by the provisions of Sections 9550 through 9566 of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and

NAME AND ADDRESS OF SURETY

are duly authorized to transact business under the laws of the State of California, as Surety (hereinafter called "Surety"), are held and firmly bound unto the City of Temecula, California, and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the aforesaid Contract and referred to in Section 9100 of the Civil Code, in the penal sum of _____ **DOLLARS AND** _____ **CENTS (\$_____)**, lawful money of the United States, said sum being not less than 100% of the estimated amount payable by the said City of Temecula under the terms of the Contract, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for, or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind or for amounts due under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, as required by Section 9550 et seq. of the Civil Code, and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees incurred by the City of Temecula in successfully enforcing this obligation, all to be taxed as costs and included in any judgment rendered.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on this _____ day of _____, 20_____.

(Seal)

SURETY:

By: _____

(Name)

(Title)

PRINCIPAL:

By: _____

(Name)

(Title)

By: _____

(Name)

(Title)

APPROVED AS TO FORM:

Peter M. Thorson, City Attorney

NOTE: Signatures of two corporate officers required for corporations. A Notarial Acknowledgement or Jurat must be attached for each of the Surety and Principal Signatures.

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

BOND NO. _____

PERFORMANCE BOND

for

PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WHEREAS, the City of Temecula, State of California, entered into a Contract on this _____
day of _____, 20____, hereinafter called "Contract," with

NAME AND ADDRESS OF CONTRACTOR

(hereinafter called "Principal"), for the work described as follows: **PARK RESTROOMS
RENOVATION, EXPANSION AND ADA IMPROVEMENTS, PROJECT NO. PW17-06**; and

WHEREAS, the said Principal is required under the terms of said Contract to furnish a bond for
the faithful performance of said Contract.

NOW, THEREFORE, WE, the Principal, and

NAME AND ADDRESS OF SURETY

are duly authorized to transact business under the laws of the State of California, as Surety
(hereinafter called "Surety"), are held and firmly bound unto the City of Temecula in the penal
sum of _____ **DOLLARS AND** _____
CENTS (\$_____), lawful money of the United States, for the payment of which sum we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if the Principal, its heirs, executors,
administrators, successors, or assigns, shall in all things stand to, abide by, and well and truly
keep and perform the covenants, conditions and agreements in the said Contract, and in any
alteration thereof made as therein provided, on its part to be kept and performed, at the time and
in the manner therein specified, in all respects according to their true intent and meaning, and
shall indemnify and save harmless the City of Temecula, its officers and agents, as therein
stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full
force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and
reasonable expenses and fees shall be included, including reasonable attorneys' fees incurred
by the City of Temecula in successfully enforcing this obligation, all to be taxed as costs and
included in any judgment rendered.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on this _____ day of _____, 20_____.

(Seal)

SURETY:

By: _____

(Name)

(Title)

PRINCIPAL:

By: _____

(Name)

(Title)

By: _____

(Name)

(Title)

APPROVED AS TO FORM:

Peter M. Thorson, City Attorney

NOTE: Signatures of two corporate officers required for corporations. A Notarial Acknowledgement or Jurat must be attached for each of the Surety and Principal Signatures.

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

BOND NO. _____

MAINTENANCE BOND

for

PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06

KNOW ALL PERSONS BY THESE PRESENT THAT

NAME AND ADDRESS OF CONTRACTOR

a _____ (hereinafter called "Principal"), and
(fill in whether a Corporation, Partnership, or Individual)

NAME AND ADDRESS OF SURETY

(hereinafter called "Surety"), are held and firmly bound unto CITY OF TEMECULA (hereinafter called "Owner") in the penal sum of _____ **DOLLARS AND _____ CENTS (\$ _____)** in lawful money of the United States, said sum being not less than ten percent of the Contract value payable by the said City of Temecula under the terms of the Contract, for the payment of which, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of **PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS, PROJECT NO. PW17-06.**

WHEREAS, said Contract provides that the Principal will furnish a bond conditioned to guarantee for the period of one year after approval of the final estimate on said job, by the Owner, against all defects in workmanship and materials which may become apparent during said period; and

WHEREAS, the said Contract has been completed, and was the final estimate approved on this the _____ day of _____, 20____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if within one year from the date of approval of the final estimate on said job pursuant to the Contract, the work done under the terms of said Contract shall disclose poor workmanship in the execution of said work, and the carrying out of the terms of said Contract, or it shall appear that defective materials were furnished thereunder, then this obligation shall remain in full force and virtue, otherwise this instrument shall be void.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorney's fees incurred

by the City of Temecula in successfully enforcing this obligation, all to be taxed as costs and included in any judgment rendered.

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

Signed and sealed this _____ day of _____, 20_____.

(Seal)

SURETY:

PRINCIPAL:

By: _____

By: _____

(Name)

(Name)

(Title)

(Title)

By: _____

APPROVED AS TO FORM:

(Name)

Peter M. Thorson, City Attorney

(Title)

NOTE: Signatures of two corporate officers required for corporations. A Notarial Acknowledgement or Jurat must be attached for each of the Surety and Principal Signatures.

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE

for

**PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06**

This is to certify that _____,
(hereinafter the "Contractor") declares to the City of Temecula, under oath, that he/she/it has paid in full for all materials, supplies, labor, services, tools, equipment, and all other bills contracted for by the Contractor or by any of the Contractor's agents, employees or subcontractors used or in contribution to the execution of its Contract with the City of Temecula, with regard to the building, erection, construction, or repair of that certain work of improvement known as **PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS, PROJECT NO. PW17-06**, situated in the City of Temecula, State of California, more particularly described as follows:

ADDRESS OR DESCRIBE LOCATION OF WORK

The Contractor declares that it knows of no unpaid debts or claims arising out of said Contract which would constitute grounds for any third party to claim a Stop Notice against of any unpaid sums owing to the Contractor.

Further, in connection with the final payment of the Contract, the Contractor hereby disputes the following amounts:

<u>Description</u>	<u>Dollar Amount to Dispute</u>

Pursuant to Public Contract Code Section 7100, the Contractor does hereby fully release and acquit the City of Temecula and all agents and employees of the City, and each of them, from any and all claims, debts, demands, or cause of action which exist or might exist in favor of the Contractor by reason of payment by the City of Temecula of any contract amount which the Contractor has not disputed above.

CONTRACTOR:

Dated: _____

By: _____
Signature

Print Name and Title

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

PROPOSAL

for

**PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06**

[Remainder of Page Intentionally Left Blank]

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

BID SHEETS

for

**PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06**

TO THE CITY CLERK OF TEMECULA, CALIFORNIA

DATE: _____

BIDDER:

Contact: _____

Firm Name: _____

Address: _____

Phone: _____

Email: _____

The undersigned hereby proposes and agrees to furnish any and all materials, labor, and services for the following: **PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS, PROJECT NO. PW17-06**

All in accordance with Plans and Specifications on file at the office of the City Clerk, City of Temecula.

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

BID SHEETS (continued)

TOTAL AMOUNT OF BASE BID AND ADDITIVE BID

for

PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS

PROJECT NO. PW17-06

TOTAL AMOUNT OF BID: _____

_____ DOLLARS AND _____ CENTS (\$_____).

The undersigned hereby certifies that he/she has an appropriate license, issued by the State of California to provide this work; that such license will be in full force and effect throughout the duration of construction; and that any and all subcontractors to be employed on this project will be similarly licensed.

Dated: _____

CONTRACTOR: _____

California Contractor's License No. _____

Signature _____

Print or Type Name _____

Print or Type Title _____

The bid proposal includes Addenda No's _____.

REJECTION OF BIDS: The undersigned agrees that the City of Temecula reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids not affected by law, if to do so seems to best serve the public interest.

TIME: If the proposal is accepted, the undersigned agrees to execute the required agreement and furnish the required bonds within ten working days from the date of award of this Contract.

BID DEPOSIT: There is enclosed herewith, a certified check or surety bond in the sum of ten percent of the base bid; _____ Dollars and _____ Cents (\$_____), made payable to the City of Temecula, and the undersigned agrees that in case of his/her failure to execute the necessary contract and furnish the required bonds, the certified check or surety bond, the money payable thereon, shall be and remain the property of the City of Temecula.

NOTE: The estimated quantities listed in the proposal Bid Sheets are supplied to give an indication of the general scope of work, but the accuracy of these figures is not guaranteed and Bidder shall make his/her own estimates from the drawings. In case of a variation between the Unit Price and the Extended Amount, the Unit Price will be used to calculate the Extended Amount.

The unit price or lump sum prices to be paid for the items listed in the proposal Bid Sheets shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details as shown on the Plans and as specified herein. Any items shown on the Plans, but not included in the bid items, shall be considered as appurtenant items. All costs shall be included within the various items of the Contractor's bid.

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS
SUBCONTRACTORS LIST / BIDDERS LIST
for
PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06

PRIME CONTRACTOR: _____

PRIME CONTRACTOR DBE?: YES NO

As required by California State Law and in conformance with Title 49 of US Code of Regulations, Part 26, the General Contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work. **ALL SUBCONTRACTORS REGARDLESS OF DOLLAR VALUE SHALL BE LISTED.** The General Contractor shall state the firm name and principal location of the mill, shop, or office of each. If a General Contractor fails to specify a subcontractor, or if the General Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent, the General Contractor agrees that it is fully qualified to perform that portion and that it shall perform that portion.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

DIVISION OF WORK OR TRADE	BID ITEM NUMBER	PERCENT OF BID ITEM	NAME & ADDRESS OF SUBCONTRACTOR	LICENSE NO. OF SUBCONTRACTOR /DIR REGISTRATION NO.	CERTIFIED DBE (YES OR NO)	LAST YEAR'S GROSS RECEIPTS (a)	PERCENT OF TOTAL BID

Notes: (1) Used on Federal-aid contracts in conformance with Title 49 CFR 26, for establishing Annual DBE Goals. Indicate approximate amount if under \$1 million, if between \$1 million and \$5 million, if greater than \$5 million. (2) If alternate bids are called for, and Contractor intends to use different or additional subcontractors on the alternates, the Contractor must provide a separate list of subcontractors for each alternate. (3) Copies of this form may be made if necessary.

Signature of Bidder

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

**NON-COLLUSION AFFIDAVIT
To Be Executed by Bidder and Submitted with Bid**

for

**PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06**

State of California)
County of Riverside) ss
City of Temecula)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Date: _____

Signature

Print Name

Print Title

Attach Notarial Acknowledgement or Jurat for the above Signature

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

BID BOND

BOND NO. _____
(10% of the Proposal Amount)

for

**PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06**

KNOW ALL PERSONS BY THESE PRESENT that we

NAME AND ADDRESS OF CONTRACTOR

as "Principal/Bidder," and

NAME AND ADDRESS OF SURETY

as "Surety," are held and firmly bound unto City of Temecula as "City" in the penal sum of _____ **Dollars and _____ Cents** (**\$_____**), 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 Principal/Bidder submitted to the City a certain Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of **PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS, PROJECT NO. PW17-06**, and will furnish all required certificates of insurance and bonds as required by the Contract.

NOW THEREFORE, if said Proposal shall be rejected; or in the alternate, if said Proposal shall be accepted, and the Principal/Bidder shall execute and deliver a contract in the prescribed Form of Agreement, shall deliver certificates evidencing that the required insurance is in effect and shall execute and deliver Performance and Payment (Labor and Materials) Bonds in the forms prescribed, and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void; otherwise, this obligation shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal/Bidder 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 in addition to the face amount hereof.

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 proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ **day of** _____, **20**____, 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:

Name of Principal/Bidder

Address

City, State, Zip Code

Signature of Principal/Bidder

Title

A Notarial Acknowledgement or Jurat must be attached for the Principal/Bidder Signature.

ATTEST:

Name of Surety

Address

City, State, Zip Code

Signature of Surety Official

Title

A Notarial Acknowledgement or Jurat must be attached for the Surety Official Signature.

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

GENERAL SPECIFICATIONS

for

PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the Contract Documents to construct for the above-stated project.

The general items of work include **Interior tenant improvement of existing park concession building. Improvements to include new pass-thru windows, ADA compliant cabinetry and replacement of concession building plumbing and electrical. Restroom improvements are not a part of this project with the exception of the addition of hot water to the two restroom sinks. Concession snack bar will only provide pre-packaged foods and will not involve cooking or food preparation equipment.**

NOTE TO CONTRACTOR:

The project plans show improvements to the ADA parking stalls and to the concrete on the exterior of the concession building. Those areas have been completed as part of City project PW18-16 and are eliminated from this project, PW17-06. The eliminated areas have hash marks through them and a note indicating completion in PW18-16.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within the time limits specified in the Contract.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by **Underground Service Alert (USA)**. USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least two working days' notice to the Underground Service Alert by calling **(800) 422-4133**.

Contractor shall contact the appropriate regional notification center in accordance with Government Code Section 4216.2.

The Contractor shall notify the following agencies at least two working days in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

AT&T Pre-Engineering Liaison 1265 N. Van Buren Street, #180 Anaheim, CA 92807 Attn: Steve Hahn (714) 237-6199 Attn: Tanya Hernandez	AT&T OSP Engineering 22311 Brookhurst St, Ste #203 Huntington Beach, CA 92646 Attn: Joe Forkert (714) 963-7964 joef@forkertengineering.com
-------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------

(619) 200-7896	
<p>Charter Communications 560 S. Promenade Ave., Suite 102 Corona, CA 92879 Attn: Steven Waters (951) 393-3158 Steve.waters@charter.com</p>	<p>Eastern Municipal Water District 2270 Trumble Road P.O. Box 8300 Perris, CA 92572-8300 Attn: Maroun El-Hage el-hagen@emwd.org Attn: Armando Arroyo arroyoa@emwd.org Attn: Roxanne Rountree (951) 928-3777 x 4391 rountr@emwd.org</p>
<p>Frontier Communications (f/k/a Verizon) 9 South 4th Street Redlands, CA 92373 Attn: Danielle Samaniego (909) 748-6676 danielle.samaniego@ftr.com</p>	<p>Level 3 Network Relocations 1025 Eldorado Boulevard, Bldg. 33A-522 Broomfield, CO 80021 Attn: Matt Williams (720) 888-3813</p>
<p>Metropolitan Water District of So. California 700 N. Alameda St. (Los Angeles 90012-2944) P.O. Box 54153 Los Angeles, CA 90054-0153 Attn: Shohreh Zareh (213) 217-6534 szareh@mwdh2o.com</p>	<p>Metropolitan Water – Skinner P.O. Box 54153 Terminal Annex Los Angeles, CA 90054 Attn: Francisco Flores (213) 217-6679</p>
<p>Rancho California Water District 42135 Winchester Road P.O. Box 9017 Temecula, CA 92589-9017 Attn: Gregory Gill gillg@ranchowater.com (951) 296-6987 – Direct Line (951) 296-6900 – Main Line</p>	<p>Southern California Edison Company 24487 Prielipp Road Wildomar, CA 92595 Attn: Brandon Tahl (714) 474-6063 Email: Brandon.Tahl@sce.com Attn: Melissa Martin (626) 862-9996 Email: Melissa.Martin@sce.com</p>
<p>Southern California Gas Company 1981 W. Lugonia Avenue P.O. Box 3003, SC8031 Redlands, CA 92373 Attn: David Moreno (909) 335-7850 – Direct Line dmoreno@semprautilities.com</p>	<p>SC Gas 251 E. 1st Street, SC 8080 Beaumont, CA 92223-2903 Attn: Kevin Kuenen (951) 845-0709</p>
<p>SoCalGas 25620 Jefferson Ave. Murrieta, CA 92562</p>	<p>TW Telecom 3281 Guasti Road, Ste #550 Ontario, CA 91761</p>

Attn: Adam Eventov (951) 303-5140 Aeventov@socalgas.com	Attn: Bart Vanwey (909) 456-3693
Underground Service Alert (USA) 1-800-422-4133	UTI for Airtouch Cellular 15505 Sand Canyon Irvine, CA 92618 Attn: Malcolm Brown (949) 286-8772
Western Municipal Water 450 Alessandro Boulevard Riverside, CA 92508 Attn: Jeff Sims (951) 789-5021	Witel Communications 100 S. Cincinnati Avenue Tulsa, OK 74103 Attn: Marsha Kidd (918) 547-9919

The California Public Utilities Commission mandates that, in the interest of public safety, mainline gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (714) 634-3258 at least two working days prior to the start of construction.

UTILITY LOCATION

City acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface, or other waters will be encountered at various times during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that it has investigated the risk arising from such waters and has prepared its bid accordingly; and Contractor submitting a bid assumes all said risk.

The Contractor shall conduct its operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of public right-of-way will be permitted.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set. De-watering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above paragraph. De-watering shall be accomplished by well points or some other method which will insure a dry hole and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from de-watering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act of 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of de-watering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefor.

TRENCH SAFETY AND SHORING EXCAVATION

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation which is five feet or more in depth and into which a person is required to descend.

The Contractor shall furnish all labor, equipment, and materials required to design, construct, and remove all sheeting, shoring, and bracing or other equivalent method of support of this project.

Excavation for any trench five feet or more in depth shall not begin until the Contractor has received approval from the City Engineer of the Contractor's detailed plan for worker protection from hazards of caving ground. Such plan shall be submitted at least five days before the Contractor intends to begin excavation and shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during excavation. No such plan shall allow the use of shoring, sloping, or a protective system less effective than required by Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by the Engineer who is registered as a Civil or Structural Engineer in the State of California.

Prior to the beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from its failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the project.

The Contractor shall include in its bid all costs for the above requirements. Full compensation for sheeting, shoring, bracing, and all other things necessary shall be considered as included in the appropriate bid items of work, and no additional allowance will be made therefor.

TRENCH PROTECTION AND EXCAVATION

Contractor shall submit its detailed plan for worker protection during the excavation of trenches required by the scope of the work in accordance with Labor Code Section 6705.

- a. Contractor shall, without disturbing the condition, notify City in writing as soon as Contractor, or any of Contractor's subcontractors, agents, or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 - i) The presence of any material that the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 - ii) Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or

- iii) Unknown physical conditions at the site of any unusual nature, different materially for those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- b. Pending a determination by the City of appropriate action to be taken, Contractor shall provide security measure (e.g., fences) adequate to prevent the hazardous waste or physical conditions causing bodily injury to any person.
- c. City shall promptly investigate the reported conditions. If City, though, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, then City shall issue a Change Order.
- d. In the event of a dispute between City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

STANDARD SPECIFICATION

The Standard Specifications of the City are contained in the most recent edition of the "Standard Specifications for Public Works Construction," including all supplements as written and promulgated by Public Works Standards, Inc. Copies of those Standard Specifications are available from the publisher:

BNi Building News
Division of BNi Publications, Inc.
990 Park Center Drive, Suite E
Vista, CA 92081
(760) 734-1113

The Standard Specifications set forth above will control the general provisions, construction material, and construction methods for this contract except as amended by the Plans, Special Provisions, or other Contract Documents.

The Section numbers of the following Special Provisions coincide with those of the "Standard Specifications for Public Works Construction." Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the Special Provisions, The Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Where applicable, all grading, erosion and sediment control shall conform to the City of Temecula's "Grading, Erosion & Sediment Control Ordinance No. 04-04".

References in the Special Provisions to "Caltrans Standard Specifications" or "State Standard Specifications" shall mean the State of California, Standard Specifications, (latest edition), issued by the California Department of Transportation. Copies of these specifications may be obtained from:

State of California – Department of Transportation
Central Publication Distribution Unit

6002 Folsom Boulevard
Sacramento, California 95819

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors (including without limitation, an entity subject to the provisions of Labor Code Section 1720.9) shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Section 1770, 1773, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Secretary of the Board of Directors and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5, and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all Subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, procedures and certain notices required of the Contractor pertaining to their location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the Public Works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if it employs registered apprentices or journeymen in any apprenticeable trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules, and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

SUBSTITUTION OF SECURITIES

In conformance with Section 22300 of the Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a State or Federally chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by City of Contractor's satisfactory completion of the Contract.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

SUBCONTRACTING

In the event a Subcontractor requests a hearing on being substituted out of the work covered by this Contract pursuant to Public Contract Code Section 4107(a), City hereby designates the following as its hearing officer:

JAMS AND DISPUTE, formerly JAMS
500 N. State College Bldg., Suite 600
Orange, CA 92668
(714) 939-1300

Contractor and the requesting Subcontractor shall be responsible for splitting equally the costs of such hearing by making an advance deposit with JAMS AND DISPUTE as a precondition to subcontract bid submittal.

DISPOSAL OF MATERIALS

The City of Temecula has an exclusive franchise agreement for solid waste and recycling hauling services with CR&R Incorporated ("Franchisee"). **The Contractor shall be responsible for making arrangements with the Franchisee for recycling and solid waste removal, including construction and demolition debris (C&D).**

Prior to bidding this project, the Contractor, at his discretion, may contact the Franchisee to inquire about the cost for construction and demolition waste hauling and disposal at an approved CR&R recycling center. The Contractor may inform the Franchisee that this is a City of Temecula project and provide them with the following project information:

PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS PROJECT NO. PW17-06

Contact information for the Franchisee and the representative is as follows:

CR&R Incorporated
Attn: Ed Campos
P.O. Box 1208
Perris, CA 92572
(951) 657-7503

The Contractor may elect to use the services of another recycling vendor provided that the vendor has a valid City of Temecula Recycling Permit, and the recyclable materials are either donated or sold to the vendor. Under no circumstances may a vendor, other than the Franchisee, charge the Contractor for recycling bin rental, recycling services, consultation, or any other service related to recycling.

The following are exclusions and limitations of Franchisee's ability to handle specific materials:

- **Export of Excess and Unsuitable Dirt.** Franchisee will not haul excess dirt.
- **Disposal of Hazardous Material.** Contractor shall contact the Franchisee regarding any hazardous material to determine appropriate disposal method.
- **Hauling Excessive Amounts of Coldplaned (milled) Asphalt.** Contractor shall contact the Franchisee to determine if the quantity in question can be accommodated.

Contractor shall supply proof of disposal at a recycling center, including verification of tonnage by certified weighmaster tickets, for materials that cannot be accommodated by the Franchisee or taken by any "City permitted" recycling vendor.

DISTRIBUTION OF PLANS AND SPECIFICATIONS

The City can provide hardcopies of the Plans and Specifications at the expense of the Contractor.

CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

All claims arising out of or related to the Contract or this project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must present a claim in accordance with the Government Claims Act as a prerequisite to prosecuting any claim against the City. The filing or prosecution of a construction claim in compliance with Section 9204 and/or Article 1.5 (if applicable), and must then adhere to Article 1.5 and/or Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein does not in any way obviate the need to timely present a claim under the Government Claims Act, or in any toll the expiration of any limitations period for the timely presentation of a claim under the Government Claims Act.

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

FOR

**PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06**

The following sections of the Standard Specifications are hereby amended to read as follows:

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS.

1-2 TERMS AND DEFINITIONS.

[Add the following]:

Caltrans	-	California Department of Transportation
City	-	City of Temecula
County	-	County of Riverside
Engineer	-	Director of Public Works or Authorized Representative
Federal	-	United States of America
Standard Specification, (Greenbook)	-	Standard Specifications for Public Works Construction (2021 edition)
Caltrans Standard Specifications, State Standard Specifications	-	State of California - Standard Specifications (latest edition), issued by: California Department of Transportation
Caltrans Standard Plan(s), State Standard Plan(s)	-	State of California - Standard Plans (latest edition) issued by: California Department of Transportation
E.M.W.D.	-	Eastern Municipal Water District
M.W.D.	-	Metropolitan Water District of Southern California
R.C.W.D.	-	Rancho California Water District
R.C.F.C.W.C.D.	-	Riverside County Flood Control and Water Conservation District

1-7 AWARD AND EXECUTION OF THE CONTRACT.

[Replace with the following]:

At least seven calendar days prior to the proposed contract award date, the Contractor shall execute and return the following Contract Documents to the City:

- Contract (2 copies, both notarized with original signatures)

Within ten working days after the date of the Notice of Award, the Contractor shall execute and return the following Contract Documents to the City:

- Performance Bond
- Labor and Materials Bond
- Public Liability and Property Damage Insurance Certificates and Endorsements
- Worker's Compensation Insurance Certificate
- Vendors Statements

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract shall not be considered binding upon the City until executed by the authorized City officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the Contract and Bonds for the corporation have the authority to do so.

1-7.3 Virtual Project Manager (VPM).

[Add the Following Section]:

The Contractor shall submit all required documents through the Virtual Project Manager web site at www.virtual-pm.com managed by the City. This website, "Virtual Project Manager (VPM)" will be used exclusively by the Contractor to submit and receive responses for RFI's, transmittals, submittals, additions/deletions, request for change orders, and all other project related documents and formal communications for review by the Engineer/Inspector/Construction Manager. Use of VPM requires a digital camera, computer, and internet access provided by the contractor. Submittal of hard copies of the above items can be in addition to, but not in lieu of, uploading said items to VPM. The date and time logged in by VPM for all items above shall be deemed the official time and/or date they were received.

An account logon to access VPM will be provided to the contractor by the City at no cost to the Contractor. The contractor may also request one VPM training session prior to the pre-construction meeting. One training session shall be provided by the City, at City offices, free of charge for persons involved with the project. Any additional training sessions requested, or training sessions resulting from the Contractor failing to appear at a scheduled training session, shall be at the Contractor's cost. Failure to attend and/or schedule training or use the VPM system shall not be cause for delay. All costs including but not limited to time, attending training, computer equipment, computer software, internet access, digital cameras, etc necessary for the Contractor to use VPM shall be considered incidental to the work and no separate payment shall be made therefore.

SECTION 2 – SCOPE OF THE WORK.

2-2 PERMITS.

[Replace the first sentence with the following]:

Prior to the start of any work, the Contractor shall take out the applicable City permits and make arrangements for City Public Works, City Building & Safety and Riverside County Department of Environmental Health inspections. The Contractor and all subcontractors shall each obtain, at their expense, any and all permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility.

The Contractor shall be responsible for obtaining a no fee building permit for the Tenant Improvements from the City’s Building and Safety Department:

Building Permit Number B20-3675

Prior to start of any work, the Contractor shall review County of Riverside Department of Environmental Health Service Request #51680, Exhibit “A” and make arrangements for Department of Environmental Health inspections per the directions on the service request.

2-8 EXTRA WORK.

[Add with the following]:

The following percentages shall be added to the Contractor’s costs and shall constitute the markup for all overhead (including but not limited to all claims of extended home office overhead, general conditions, and jobsite supervision) and profits: (1) Labor-20%; (2) Material-15%; (3) Equipment Rental-15%; (4) Other items and Expenditures-15%.

To the sum of the costs and markups provided for in this subsection, compensation for bonding shall be at the rate specified by the bonding company.

For work done by subcontractors a markup of ten percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of five percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

SECTION 3 – CONTROL OF THE WORK.

3-5 INSPECTION.

[Add the following]:

The City of Temecula and/or its Agents to perform landscape and irrigation inspections of its projects. The City representative must be present and must sign off on the completed work. To request the presence of the landscape and irrigation inspector, the Contractor shall give a 48-hour advanced notice to the project’s Public Works Inspector. The Contractor will be required to present “As-Built” irrigation drawings to the Inspector prior to any test or site observation. Failure to present these “As-Builts”, or provide any other item listed in this section, will result in the immediate cancellation of the test or site observation. In the event that a scheduled test or a site inspection is cancelled due to the site not being ready or the required information/material is not present on site, the Contractor will be responsible for all costs associated with the additional landscape inspector site visit(s).

3-7 CONTRACT DOCUMENTS.

3-7.1 General.

[Replace the first paragraph with the following]:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Adjustments to the layout of this plan may be necessary due to the unknown existing conditions. It is the Contractor's responsibility to retain the design intent. If a layout discrepancy should occur, the Contractor is to contact the City's representative.

3-8 SUBMITTALS.

3-8.1 General.

[Add the Following]:

Prior to the start of work the Contractor shall prepare in Microsoft Excel and deliver to the Engineer a log of submittals that indicates all required submittals, and for each:

- a) Estimated delivery date of the submittal.
- b) Last day submittal can be delivered to keep the project schedule (factor in response time and resubmittal/response time).

Unless otherwise stated in the Contract Documents, the Contractor shall deliver via Virtual Project Manager (VPM) all submittals in PDF format to the Project Manager at: www.virtual-pm.com. Such submittals shall be returned via VPM in PDF format. Some submittals may require material samples or hard copy of the submittal packages at the discretion of the Engineer. In such cases the hard copy and/or material samples shall be delivered to City Hall, or the Project site as directed by the Engineer, this is in addition to and not in lieu of, uploading the documents to VPM including pictures of the materials samples delivered.

3-10 SURVEYING.

3-10.1 General.

[Replace with the following]:

The Contractor shall take all necessary measures to ensure the preservation of survey monuments, ties and benchmarks. The Contractor shall not disturb permanent survey monuments, ties or benchmarks without the consent of the Engineer. The Contractor will bear the expense for replacing any monumentation that may be disturbed without permission.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument cover to the new grade or remove and replace the monument and/or ties per the City of Temecula Standard No.'s 700, 700A, and 701, unless otherwise specified. All new monuments and ties shall conform to the Professional Land Surveyors' Act of the Business and Professions Code, Section 8700 et seq. When a monument or tie is to be re-set, the Contractor will be required to record a map, field notes, and/or other pertinent record, with the County of Riverside and shall submit a copy to the City Permit Engineer.

Surveying and/or construction staking for the entire project shall be the responsibility of the Contractor and performed by a registered Civil Engineer or Land Surveyor at the Contractor's expense. The Contractor shall submit a copy of all survey notes and a Certificate of line and grade to the City.

All existing monumentation, which may be destroyed or covered by the proposed work, shall be referenced prior to construction; and Corner Records shall be filed, pre and post construction, in

accordance with Section 8771 of the Business and Professions Code (AB 1414). Final monumentation of alignments and new right-of-way lines shall be performed in accordance with the State of California Surveys Manual (latest edition); Records of Survey, or In- Lieu Maps, as applicable, shall be prepared and filed. One reproducible copy of all filed maps, and one photocopy of all filed Corner Records, shall be delivered to the City Permit Engineer within ten days of such filings.

3-12 WORK SITE MAINTENANCE.

3-12.3 Noise Control.

[Add the following]:

A noise level limit of 86 dBA at a distance of 50 feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

[Add the following section]:

3-12.7 Graffiti Control.

The contractor shall remove graffiti from all work, materials, equipment, and signs within the project. Equipment, materials, or signs containing graffiti shall not be brought to the project. Any graffiti found on work, materials, equipment or signs shall be cleaned or removed from the project within 24 hours from discovery. The cost of graffiti removal shall be borne by the Contractor, and shall be considered as being included in the various Contract items.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.2 Acceptance.

[Replace with the following paragraph]:

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, he/she will so certify to the City, which may accept the completed work. The date the City accepts the Work as completed will be the date the Contractor is relieved from responsibility to protect the Work.

3-13.3 Warranty.

[Replace with the following paragraph]:

All work shall be warranted by the Contractor against defective workmanship and material for a period of one year from the date the City accepts the work as complete. The Contractor shall replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement within the time specified in the notice, the City may perform this work and the Contractor's sureties shall be liable for the cost thereof.

SECTION 4 – CONTROL OF MATERIALS.

4-4 TESTING.

[Replace the first paragraph with the following]:

Before incorporation in the Work, the Contractor shall submit samples of materials, as the Engineer may require, at no cost to the City. The Contractor, at its expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. The City shall bear the cost of all initial testing. The cost of any retesting necessary to verify material quality or workmanship performed subsequent to initial testing shall be the Contractor's responsibility. All costs associated with any retesting shall be deducted from any amounts due the Contractor.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES.

5-1 LAWS AND REGULATIONS.

[Add the following]

Attention is directed to the Surface Mining and Reclamation Act of 1975 (SMARA), commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations. Senate Bill 649, Kuehl, Chapter 794 of the Statutes 2003, effective January 1, 2004, prohibits surface mining operations which are subject to SMARA from selling California mined construction material to a local agency unless the operation is identified in a list referred to as the 3098 List.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the SMARA.

5-3 LABOR.

5-3.1 General.

[Add the following]:

The Contractor, and all subcontractors, suppliers, and vendors shall comply with applicable Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

5-3.3 Payroll Records.

[Add the following]:

Payroll records, shall be submitted to the City by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

5-4 INSURANCE.

[Replace section with the following]:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Contractor, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

4. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than Two Million (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

5. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

6. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor

Code Section 3700, every contractor will be required to secure the payment of compensation to its employees. Pursuant to Labor Code Section 1861, Vendor must submit to City the following certification before beginning any work on the Improvements:

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

By executing this Agreement, Vendor is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

- b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - 1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor's products and completed operations of the Contractor; premises owned, occupied or used by the Vendor. General liability coverage can be provided in the form of an endorsement to the Contractor Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.
 - 2) For any claims related to this project, the Contractor insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.
 - 3) The Contractor may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.
 - 4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.
 - 5) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) If the Contractor's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Contractor shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Contractor, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-: VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

5-7 SAFETY.

5-7.1 Work Site Safety

5-7.1.1 General.

[Add the following]:

All existing traffic control signs and street name signs shall be maintained in visible locations as directed by the Engineer.

No detours will be allowed. The Contractor will be required to conduct its operation in such a manner that traffic will be permitted to pass through the work with as little delay as possible.

All warning lights, signs, flares, barricades and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by the Contractor. All signs shall conform to and be placed in accordance with the current "Manual of Traffic Controls", issued by the California Department of Transportation for construction and maintenance of work zones. The Contractor shall utilize Solar Powered Equipment to maintain and control existing traffic. Battery operated equipment shall be utilized for night time operations.

All construction signs shall be either covered or removed when not required by the nature of the work, or if no present hazard to the motorists exists.

Payment for implementing traffic controls as required by these Special Provisions shall be made at the contract lump sum price paid for traffic control systems and shall include full compensation for all labor, materials, and equipment necessary to install and maintain traffic controls throughout the construction period.

5-7.2 Safety Orders.

[Add the following]:

The Contractor shall comply with the provisions of any City ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

6-1.1 Construction Schedule.

[Replace the first paragraph with the following]:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered. The schedule shall be in the form of a tabulation, chart, or graph.

Prior to issuing the Notice to Proceed, the Engineer will schedule a pre-construction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 TIME OF COMPLETION.

6-3.2 Contract Time Accounting.

[Add the following]:

The Contractor's activities shall be confined to the **hours between 6:00 a.m. and 3:30 p.m. Monday through Friday, excluding holidays**. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead and travel time. The service fees will be deducted from any amounts due the Contractor.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

[Add the following for emphasis]:

If the Contractor fails to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain the Work schedule which will ensure the City's interest, or, if the Contractor is not carrying out the intent of the Contract, the City may serve written notice upon the Contractor and the Surety on its Performance Bond demanding satisfactory compliance with the Contract.

The Contract may be canceled by the City without liability for damage, when in the City's opinion the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the City's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity of the Work completed at the time of cancellation, less damages caused to the

City by acts of the Contractor. The Contractor, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason. If the City declares the Contract canceled for any of the above reasons, written notice to that effect shall be served upon the Surety. The Surety shall, within five days, assume control and perform the Work as successor to the Contractor.

If the Surety assumes any part of the Work, it shall take the Contractor's place in all respects for that part, and shall be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within five days after receiving notice of cancellation, or fails to continue to comply, the City may exclude the Surety from the premises. The City may then take possession of all material and equipment and complete the Work by City forces, by letting the unfinished Work to another Contractor, or by a combination of such methods. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums due under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within five days after the completion, all costs in excess of the sums due.

The provisions of this subsection shall be in addition to all other rights and remedies available to the City under law.

6-9 LIQUIDATED DAMAGES.

[Replace with the following]:

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 in excess of the time specified for completion of Work, as adjusted in accordance with 6-6, the Contractor shall pay the City, or have withheld from monies due it, the sum stated in the Contract, unless otherwise provided in the Specifications.

Execution of the Contract shall constitute agreement by the City and Contractor that the sum stated in the Contract 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. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

SECTION 7 – MEASUREMENT AND PAYMENT.

7-3 PAYMENT.

[Add the following]:

7-3.9 Final Pay Quantities.

When an item of work is designated as (F) on the plans or in the bid schedule or prices, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for that item will be revised in the amount represented by the changes in dimensions, except as otherwise provided for minor structures in Section 51-7.01D, "Payment" of the Caltrans Specifications.

The estimated quantity for each item of work designated as (F) in the bid schedule of prices or on the plans shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by the computations, based on the details and dimensions shown on the plans, will equal the estimated quantity.

In case of discrepancy between the quantity shown in the bid schedule of prices for final pay item and the quantity or summation of the quantities for the same item shown on the plans, payment will be based on the quantity showing in the bid schedule of prices.

SECTION 10 – CONSTRUCTION DETAILS.

10-01 MOBILIZATION/DEMobilIZATION.

Mobilization/Demobilization includes but is not limited to, supplying, maintaining, and finally removing temporary facilities including portable field office, sanitary facilities, electric power, water, telephone and other utilities, enclosures for storage of construction equipment and materials, temporary perimeter fencing when required by the Engineer, and for making arrangements for construction personnel vehicle parking.

Placement of facilities and storage of construction equipment and materials shall be approved in advance by the Engineer. All such facilities and equipment shall remain the property of the Contractor. The Contractor will be held responsible for all damage caused during mobilization and demobilization.

Baseball season begins on August 26th, 2024. Baseball is scheduled Monday through Friday after 4:00pm and Saturday and Sunday all day.

Mobilize/Demobilize shall also include all work, labor, materials, and all other items necessary to facilitate safe use and access of the baseball fields and both restrooms by the conclusion of each workday. This shall include, but is not limited to, the following:

- **The placement and movement of all temporary fencing and walkways, necessary in the construction zone to allow for Baseball League play during construction.**
- **Existing ADA parking stalls shall be accessible during all baseball practice and game hours as listed above.**
- **Existing restrooms shall be accessible and fully functional during all baseball practice and game hours as listed above. It shall be approved in advance if water to the restrooms will be off outside of contract working hours. If water to the restrooms is off outside of contract working hours, the Contractor shall provide and maintain two unisex portable restrooms and wash stations, one to be located near each existing restroom.**
- **All work zones shall be buttoned up and the worksite vacated each day by 3:30 p.m. All open unbuttoned work areas will be enclosed with temporary fencing at the end of each day.**
- **Contractor shall provide ADA compliant pedestrian pathways through the work zone so as to maintain existing pedestrian paths of travel. A minimum**

of a four foot wide walkway will remain open to allow for spectator and player ingress and egress to both fields, both restrooms, ADA parking stalls and pedestrian ramp.

- Existing bleachers may be repositioned by the Contractor to allow for access to the construction site, but the Contractor will provide safe ADA access to each bleacher location as well as to any designated spectator areas that the Contractor and City will mutually agree on prior to construction.
- The Contractor shall provide temporary fencing at all locations necessary to provide safe use of the field at the end of each workday. A proposed plan for temporary fencing will be provided by the contractor to the City at the preconstruction meeting for discussion and approval
- All the items above, and those not specifically listed here but are necessary to facilitate safe ingress, egress, and use of the baseball fields during construction are considered included in the bid price for Mobilize/Demobilize and no additional payment shall be made. This also includes modifications and/or relocations of all said items throughout the construction duration to accommodate all phases of work.

For the purpose of making partial payments pursuant to Section 7-3.2, Partial and Final Payment, of the Greenbook, the maximum value which will be recognized for progress payment purposes for Mobilization/Demobilization will be **\$25,000**. After acceptance of the work pursuant to the provisions in Section 3-13, Completion, Acceptance and Warranty, of the Greenbook, the amount, if any, payable for Mobilization/Demobilization in excess of the maximum value for progress payment purposes hereinabove listed will be included for payment in the first estimate made after acceptance of the contract.

Payment. The contract lump sum price for Mobilization/Demobilization shall include full compensation for furnishing all services, labor, materials, tools, equipment and incidentals, and for doing all work involved in mobilizing/demobilizing equipment, materials and facilities which the Contractor requires to properly and safely execute the work throughout the entire course of work, as specified in the Greenbook, these Special Provisions, Division 01: General Requirements in Exhibit "B" and as directed by the Engineer. No additional compensation will be allowed.

10-02 Park Restroom Renovation, Expansion and American with Disabilities Act (ADA) Improvements

Park Restroom Renovations, Expansion and American with Disabilities Act (ADA) Improvements shall be in accordance with the Plans, Specifications, Contract Documents, and provisions included in the Greenbook, these Special Provisions, and Division 01: General Requirements in Exhibit "B"

The Contractor's attention is directed to more specific requirements (e.g. submittals and basis of design elements) outlined within the Division 01: General Requirements in Exhibit "B". Contractor will be responsible for any and all direct or incidental damage caused by their work under this contract.

Coordination Requirements: The 60 allowable working days shall be scheduled in such a manner that allows for completion of all construction activity within the same time period by all subcontractors and trades. Compensation for this item shall be included in the lump sum contract unit price for the Park Restroom Renovation, Expansion and American with Disabilities Act (ADA) Improvements and no additional compensation will be allowed.

Schedule of Values: The Contractor shall submit, for approval by the Engineer, a schedule of values detailing the cost breakdown of the contract lump sum item for Park Restroom Renovation, Expansion and American with Disabilities Act (ADA) Improvements. The schedule of values shall reflect the items of work, quantities and costs. The sum of amounts for the units of work listed in the schedules of values shall be equal to the contract lump sum price for Park Restroom Renovation, Expansion and American with Disabilities Act (ADA) Improvements. The schedule of values shall be used to determine progress payments for the Park Restroom Renovation, Expansion and American with Disabilities Act (ADA) Improvements during progress of the work.

Traffic Control: Traffic Control shall be as follows:

Traffic Control work includes furnishing, constructing, maintaining and finally removing any necessary traffic control including detours, road closures, lights, signs, barricades, temporary concrete railing, crash cushions, temporary pavement delineation, fences, flares, flagmen, temporary paving and such other items and services, including preparation of all necessary Traffic Control Plans, as are necessary to adequately safeguard the traveling public, including pedestrians, from hazard and unnecessary inconvenience.

Construction Signing and Work Area Protection: Contractor shall provide adequate warning and advisory signage (i.e. off limits and detours) for their work area (e.g. lay down area, crane placement and/or material storage) and furnish and install adequate fencing, barricades and/or signage for these items within or adjacent to the Park Restroom Renovation, Expansion and American with Disabilities Act (ADA) Improvements to ensure continual passage of all vehicles (i.e. patrons, staff, players, etc.) and travel to portions of the site open to the public. Furthermore, should any vehicular access restrictions or haul routes be necessary to complete the work the Contractor shall submit a detailed work area layout and vehicular closure plan, with exact dates (s) when these plans will be enacted, to the City for approval prior to implementation.

The Contractor shall furnish and install one Construction project information signs per City Standard No. 408. The City reserves the right to revise the wording of the signs prior to installation.

Construction signing used for handling traffic and public convenience shall conform to the latest version of Manual on Uniform Traffic Control Devices (MUTCD), the MUTCD California Supplement, and the Standard Specifications for Public Works Construction

Payment. The contract lump sum price for Park Restroom Renovation, Expansion and American with Disabilities Act (ADA) Improvements shall include full compensation for all administration, work, labor, materials and incidentals, not already included in another bid item, that is necessary to construct the improvements shown in the plans or otherwise described in these contract documents in compliance with all relevant laws, regulations, standards, codes and industry practices for this type of construction. This includes, but is not limited to furnishing, providing, performing, and/or constructing all electrical, plumbing, framing, lumber, painting, millwork, steel,

permits, work area protection devices, construction signing, services, labor, materials, tools, equipment and incidentals, the removal and disposal of all resulting materials, demolition, removal and disposal of existing improvements inside the existing concession building, punchouts in exterior walls of existing concession building and the exterior drinking fountain, specified removal and salvaging, abandoning and plugging existing pipes, modification of existing facilities, and all other items necessary to complete the work as shown on the Plans, Specifications, Contract Documents, as specified by the Greenbook, these Special Provisions, Division 01: General Requirements in Exhibit "B" and as directed by the Engineer. No additional compensation will be allowed.

10-03 NPDES Compliance.

NPDES Compliance shall be as follows:

A. Introduction.

The Contractor shall follow and comply with all of the applicable NPDES requirements outlined in the following documents:

- NPDES General Permit for Construction Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002) issued by the State Water Resources Control Board (SWRCB), hereafter referred to as the "Permit". Copies of the Permit may be obtained from the State Water Resources Control Board (SWRCB) website at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml;
- City of Temecula Grading, Erosion and Sediment Control Ordinance and Standard Erosion and Sediment Control Notes, as applicable
- These Special Provisions

The Contractor shall prevent unauthorized discharge from the project site, including areas of disturbance inside and outside the project limits, during all phases of construction to the maximum extent practicable.

The Contractor shall conduct, at a minimum, weekly inspections throughout the entire site to identify areas requiring implementation, maintenance, replacement, or addition of pollution prevention controls. Work shall not be performed if there is any potential to discharge unauthorized runoff onto public right of ways or private property.

The Contractor shall conform to the latest version of the California Stormwater Best Management Practices Handbook for Construction Activities, issued by the California Stormwater Quality Association (CASQA), hereafter referred to as the "Handbook". The Contractor is responsible for obtaining a copy of the Handbook. The Handbook is available through the CASQA website at:

www.cabmphandbooks.com.

Unless arrangements for disturbance of areas outside the project limits are made by the City and made part of the Contract, it is expressly agreed that the City assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall allow, at reasonable times during construction site business hours, authorized agents of federal, state, and local NPDES management agencies, upon the presentation of credentials and other documents as may be required by law, to:

- Enter the construction site and the Contractor's facilities pertinent to the work;
- Have access to and copy any records that must be kept as specified in the Permit;

- Inspect the construction site and related soil stabilization practices, sediment controls, and measures implemented to prevent unauthorized runoff; and
- Sample or monitor for the purpose of ensuring compliance with the Permit.

The Contractor shall notify the Engineer immediately upon request from regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

Conditions required by these provisions shall be strictly adhered to, year-round, during all construction phases to reduce unauthorized runoff into public and private stormwater conveyance systems. The Engineer may order the suspension of construction operations that generate unauthorized runoff if the Contractor fails to conform to these requirements.

B. State Construction General Permit Requirements

The project PW19-17 is considered “routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility” per Section II. Rationale, Sub Section C. Construction Activities Not Covered, of the General Construction Permit 2009-0009-DWQ (amended by 2010-0014-DWQ and 2012-0006-DWQ). **Therefore, coverage under the CGP including preparing a SWPPP and obtaining a WDID number is NOT required.**

Contractor shall still be required to implement BMP’s and appropriate erosion and sediment protections throughout the project. The Contractor shall submit and implement a Erosion and Sediment Control Plan to the satisfaction of the Engineer. The Contractor shall also be responsible for amending the Erosion and Sediment Control Plan as needed to address changes to project site, any staging areas, and construction operations.

B.1. Erosion and Sediment Control Plan.

BMP’s shall at minimum address the following:

- Vehicles and motorized equipment access routes must be selected: to minimize ground disturbance and stabilized to reduce contaminated runoff.
- Catch basin and inlet protection: must include geotextile filter fabric, gravel bag protection, and other BMP’s surrounding any activity that may generate unauthorized runoff.
- Protection of disturbed areas throughout the rainy season.
- Petroleum products, concrete, asphalt, all coating materials, and other hazardous materials must be prevented from contaminating the soil or from entering public and private storm water conveyance systems.
- Vehicles and motorized equipment that are driven, operated, stored, and parked: must be maintained to minimize leaks and parked over drip pans.

C. BMP IMPLEMENTATION.

The Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting and maintaining BMPs included in the Erosion and Sediment Control Plan and any amendments thereto, and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for BMP implementation shall continue throughout any temporary suspension of

Work. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures are specified in the Handbooks and these special provisions.

The Engineer may approve, on a case-by-case basis, expansions of the active soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy all applicable control measures to protect soil-disturbed areas of the project site before the onset of precipitation. The Contractor shall maintain a quantity of erosion and sediment control materials on site equal to 100 percent of that sufficient to protect soil-disturbed areas on the project site and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy control measures required to protect soil-disturbed areas on the project site prior to the onset of precipitation. The Contractor shall include a current inventory of control measure materials and the detailed mobilization plan as part of the Erosion and Sediment Control Plan. The contractor shall notify the engineer if the project becomes wholly or partially inactive. A project, or portions within, becomes inactive when construction activities cease for fourteen (14) consecutive calendar days. Inactivity requires:

- Submittal of a BMP implementation plan to the Engineer demonstrating current conditions and compliance throughout the expected period of inactivity;
- Establishment of erosion and sediment controls on all inactive areas of the project within seven days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

The contractor shall ensure that all soil-disturbed areas of the project are fully protected at the end of each day, and throughout the duration of the contract, with erosion and sediment control measures. The contractor shall monitor the weather forecast on a daily basis. The National Weather Service forecast shall be used, or an alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy BMPs prior to the onset of the precipitation.

D. INSPECTIONS AND MAINTENANCE. To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the Erosion and Sediment Control Plan. The Contractor shall identify corrective actions and time frames to address any damaged measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

Inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

1. Prior to a forecasted storm;
2. After any precipitation;
3. At 24 hour intervals during extended precipitation events; and
4. Routinely, at a minimum of once every week.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected by the Contractor immediately, and not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the City.

E. SCHEDULE OF VALUES. The Contractor shall submit for approval by the Engineer, a schedule of values detailing the cost breakdown of the contract lump sum item for NPDES Compliance. The schedule of values shall reflect the items of work, quantities and costs for control measures shown in the SWPPP, except for critical temporary controls and permanent control measures which are shown on the project plans and for which there is a contract item of work.

The sum of the amounts for the units of work listed in the schedule of values shall be equal to the contract lump sum price for NPDES Compliance.

If approved in writing by the Engineer, the schedule of values may be used to determine progress payments for NPDES Compliance during the progress of the work.

F. PAYMENT. The contract lump sum price paid for NPDES Compliance shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in Complying with NPDES, including developing, preparing, obtaining approval of, revising, and amending the Erosion and Sediment Control Plan as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

Unless approved otherwise by the Engineer, payments for NPDES Compliance will be made as follows:

1. After the Erosion and Sediment Control Plan has been approved by the Engineer, 25 percent of the contract item price for NPDES Compliance will be included in the monthly partial payment estimate.
2. 50% paid incrementally as a percentage of the working days is expended.
3. After acceptance of the contract pursuant to Section 3-13, Completion, Acceptance and Warranty, the remaining 25 percent of the contract item price for NPDES Compliance will be made in accordance with Section 7-3.2, Partial and Final Payment.

Changes in control measures required by an approved amendment to the Erosion and Sediment Control Plan shall be the Contractor's responsibility and no additional compensation will be allowed therefor.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the requirements of this section, NPDES Compliance, as determined by the Engineer.

Retentions for failure to conform to the requirements of this section, NPDES Compliance, shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the requirements of this section will be released for payment on the next monthly estimate for partial payment following the date that an approved Erosion and Sediment Control Plan has been implemented and maintained, and non-permitted runoff is adequately controlled, as determined by the Engineer.

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "NPDES Compliance", including but not limited to, compliance with the applicable recommendations of the Handbook, Permit, and Federal, State and local regulations and ordinances. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties and damages whether assessed against the City, State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to any remedy authorized by law, so much of the money due the Contractor under the contract that shall be considered necessary by the City may be retained by the City of Temecula until disposition has been made of the costs and liabilities.

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

1. The City will give the Contractor 30 days notice of its intention to retain funds from any partial payment that may become due to the Contractor prior to acceptance of the contract. Retention of funds from any payment made after acceptance of the contract may be made without prior notice to the Contractor.
2. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-3.2, "Partial and Final Payments," of the Greenbook.
3. If the City has retained funds and it is subsequently determined that the City is not subject to the costs and liabilities in connection with the matter for which the retention was made, the City shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the requirements of this section "NPDES Compliance" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 400, "Existing Improvements."

Payment. The contract lump sum price for NPDES Compliance shall include full compensation for furnishing all services, labor, materials, tools, equipment and incidentals, and for doing all work involved in mobilizing/demobilizing equipment, materials and facilities which the Contractor requires to properly and safely execute the work throughout the entire course of work, as specified in the Greenbook, these Special Provisions, Division 01: General Requirements in Exhibit "B" and as directed by the Engineer. No additional compensation will be allowed.

SECTION 400 – PROTECTION AND RESTORATION.

400-1 GENERAL.

[Add the following after the second paragraph]

The contractor shall protect existing buildings, paving, and other services or facilities on-site and adjacent to the site from damage caused by site work operations. Cost of repair and restoration of damaged items shall be at the Contractor's expense.

[Replace the third paragraph with the following]:

Maintenance of existing electrical systems including street lighting and traffic signal systems that are damaged, temporarily removed or relocated shall be done in conformance with State Standard Specification (2018) Section 87-21.03, "Maintaining Existing Electrical Systems".

SECTION 402 – UTILITIES.

402-4 RELOCATION.

[Add the following]

Southern California Edison
Frontier Communications (f/k/a Verizon)
Southern California Gas
Time Warner Cable
Rancho California Water District
Eastern Municipal Water District

Any Other Utility Company

Contractor shall coordinate utility facility relocations with applicable utility owners for facilities shown or not shown on the plans to be relocated by others. Contractor shall allow sufficient time to allow for relocations during construction.

Some underground utilities and facilities such as electric utilities, gas utilities, telephone utilities, television utilities, street lighting facilities, traffic signal facilities, sanitary sewer, storm drains, and irrigation systems, may not have been shown on the plans for this project. The Contractor shall assume that any of these underground utilities and/or facilities may be encountered during portions of their work and shall protect and restore same in place.

The Contractor shall excavate inspection holes ("pot holes") to a depth sufficient to satisfy themselves and/or the City that the proposed construction work will not damage any underground utilities and/or facilities. The Contractor shall coordinate and cooperate with any and all utility companies in the likely event a conflicting utility is discovered and is to be relocated by the utility. Delays caused by a utility relocation should be expected, extensions of time shall be given as determined by the Engineer, and no further compensation shall be given for delays. The Contractor shall be solely responsible for the cost of repair for any such damage to said underground facilities and shall make or cause to be made all repairs necessary to restore service the same day.

The Contractor shall coordinate the work to accommodate the relocations or adjustments to grade by the utility companies at no separate or additional cost. Full compensation for furnishing all labor, equipment, materials and tools required for compliance with the preceding requirements, including delays to utility relocation, shall be considered as being included in the various Contract items in the bid schedule and no additional compensation will be allowed therefor.

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS
EXHIBIT “A” – COUNTY OF RIVERSIDE DEPARTMENT OF ENVIRONMENTAL HEALTH
SERVICE REQUEST #51680,
for
PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06



County of Riverside
DEPARTMENT OF ENVIRONMENTAL HEALTH

FOOD ESTABLISHMENT PLAN APPROVAL NOTICE

Service Request # 51680 Date 9.14.22

Project Name City of Temecula Address 30875 Rancho Vista Dr Temecula

Plans Submitted by Phone

Address Phone

The plans are now approved subject to the conditions listed below and the attached compliance sheet.

Snack bar is 100% prepackaged. Therefore, pass thru windows are not evaluated at this time. If ever considering to be A open foods snack bar, plans will be required to be submitted with approved sinks, upgraded water heater, potentially more dry storage shelves and Pass thru windows that meet compliance

Approved area includes: a mop sink, American CE-12-AS water heater (4 kw/12 gal), 1 reach in freezer, 1 reach in refrigerator and a hand sink.

**clearance letter provided.

Contact lilizalde@rivco.org for inspections.

ALL ELECTRICAL, PLUMBING, MECHANICAL, AND STRUCTURAL REPAIRS AND INSTALLATIONS SHALL BE DONE UNDER PERMIT FROM THE APPROPRIATE BUILDING & SAFETY DEPARTMENT (CITY OR COUNTY)

CONSTRUCTION INSPECTIONS: Contact the Plan Checker for a Preliminary Inspection when construction is approximately 80% complete, with plumbing, rough ventilation, and rough equipment installed. Request for inspection should be made at least five (5) working days in advance.

A FINAL INSPECTION MUST be made upon completion of ALL work including finished details. APPROVAL to operate shall not be granted, or remodeled areas approved to operate, until the facility has passed the FINAL INSPECTION, and "APPLICATION TO OPERATE" has been completed and PERMIT FEES have been paid.

Request for inspection should be made at least five (5) working days in advance.

PLANS CHECKED BY Liliana Lizalde REHS Phone lilizalde@rivco.org

I acknowledge the corrections noted herein and as indicated on the plans and agree to incorporate them during construction:

Signature Date

Company Name

DEH-SAN-178 (Rev 2/16)

Table with 7 columns: Corona, Hemet, Indio, Murrieta, Palm Springs, Riverside-West, Riverside-East. Each column lists address, phone, and fax numbers for the respective location.

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS
EXHIBIT "B" – DIVISION 01: GENERAL REQUIREMENTS
PARK RESTROOMS RENOVATION, EXPANSION AND ADA IMPROVEMENTS
PROJECT NO. PW17-06

DIVISION 01: GENERAL REQUIREMENTS

01 1000 SUMMARY

- 01 1100 SUMMARY OF WORK
- 01 1400 WORK RESTRICTIONS

01 2000 PRICE AND PAYMENT PROCEDURES

- 01 2900 PAYMENT PROCEDURES

01 3000 ADMINISTRATIVE REQUIREMENTS

- 01 3100 PROJECT MANAGEMENT AND COORDINATION
- 01 3200 CONSTRUCTION PROGRESS DOCUMENTATION
- 01 3300 SUBMITTAL PROCEDURES
- 01 3500 SPECIAL PROCEDURES

01 4000 QUALITY REQUIREMENTS

- 01 4000 QUALITY REQUIREMENTS
- 01 4100 REGULATORY REQUIREMENTS
- 01 4200 REFERENCES
- 01 4301 QUALITY ASSURANCE - QUALIFICATIONS

01 5000 TEMPORARY FACILITIES AND CONTROLS

- 01 5200 CONSTRUCTION FACILITIES
- 01 5400 CONSTRUCTION AIDS
- 01 5600 TEMPORARY BARRIERS AND ENCLOSURES
- 01 5700 TEMPORARY CONTROLS

01 6000 PRODUCT REQUIREMENTS

- 01 6100 COMMON PRODUCT REQUIREMENTS
- 01 6200 PRODUCT OPTIONS
- 01 6600 PRODUCT DELIVERY, STORAGE, AND HANDLING REQUIREMENTS

01 7000 EXECUTION AND CLOSEOUT REQUIREMENTS

- 01 7300 EXECUTION
- 01 7400 CLEANING AND WASTE MANAGEMENT
- 01 7700 CLOSEOUT PROCEDURES
- 01 7800 CLOSEOUT SUBMITTALS

END OF TABLE OF CONTENTS

SECTION 01 1100
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements Summary of Work requirements.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Provisions contained in Division 01 apply to Sections of Divisions 02 through 49 of Specifications. Instructions contained in Specifications are directed to Contractor. Unless specifically provided otherwise, obligations set forth in Contract Documents are obligations of Contractor.
- B. Contractor shall furnish total labor, materials, equipment, and services necessary to perform The Work in accordance with Contract Documents.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

SECTION 01 1400**WORK RESTRICTIONS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes But is Not Limited To:
1. Administrative and procedural requirements for Work Restrictions.

1.2 PROJECT CONDITIONS

- A. During construction period, Contractor will have use of premises for construction operations. Contractor will ensure that Contractor, its employees, subcontractors, and their employees comply with following requirements:
1. Confine operations to areas within Contract limits shown on Drawings. Do not disturb portions of site beyond Contract limits.
 2. Do not allow alcoholic beverages, illegal drugs, or persons under their influence on Project site.
 3. Do not allow use of tobacco in any form on Project Site.
 4. Do not allow pornographic or other indecent materials on site.
 5. Do not allow work on Project site on Sundays except for emergency work.
 6. Refrain from using profanity or being discourteous or uncivil to others on Project Site or while performing The Work.
 7. Wear shirts with sleeves, wear shoes, and refrain from wearing immodest, offensive, or obnoxious clothing, while on Project Site.
 8. Do not allow playing of obnoxious and loud music on Project Site. Do not allow playing of any music within existing facilities.
 9. Do not build fires on Project Site.
 10. Do not allow weapons on Project Site, except those carried by law enforcement officers or other uniformed security personnel who have been retained by Owner or Contractor to provide security services.
- B. Existing Facilities:
1. Provide reasonable use of existing facilities by Owner.

PART 2 - PRODUCTS Not Used**PART 3 - EXECUTION Not Used****END OF SECTION**

SECTION 01 2900**PAYMENT PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY**

A. Section Includes But is Not Limited To:

1. Administrative and procedural requirements to prepare and process Applications for Payments.

1.2 PAYMENT REQUESTS

A. Use Payment Request forms per by Owner direction.

B. Each Payment Request will be consistent with previous requests and payments certified by Architect and paid for by Owner.

C. Request Preparation:

1. Complete every entry on Payment Request form.
2. Entries will match data on approved schedule of values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
3. Submit signed Payment Request to Architect with current Construction Schedule.

D. Provide following submittals before or with submittal of Initial Payment Request:

1. List of Subcontractors.
2. Initial progress report.
3. Contractor's Construction Schedule.
4. Submittal Schedule.

1.3 SCHEDULE OF VALUES

A. Submit schedule of values on Owner's standard form to Architect 10 days minimum before submission of Initial Payment Request as a necessary condition before payment will be processed. Coordinate preparation of schedule of values with preparation of Contractor's Construction Schedule. Correlate line items in Schedule of Values with other required administrative schedules and forms, including:

1. Contractor's Construction Schedule.
2. Payment Request form.
3. Schedule of Allowances.
4. Schedule of Alternates.

PART 2 - PRODUCTS Not Used**PART 3 - EXECUTION Not Used****END OF SECTION**

SECTION 01 3100**PROJECT MANAGEMENT AND COORDINATION****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Project Management and Coordination on Projects.

1.2 PROJECT COORDINATION

- A. Project designation for this Project is Park Restroom Renovation, Expansion & ADA Improvements, PW17-06.
- B. This Project designation will be included on documents generated for Project by Contractor and Subcontractors, or be present on a cover letter accompanying such documents.

1.3 MULTIPLE CONTRACT COORDINATION

- A. Contractor shall be responsible for accurately maintaining and reporting schedule of The Work from Notice to Proceed to date of Substantial Completion.
- B. Contractor shall be responsible for providing Temporary Facilities And Controls for those who perform work on Project from Notice to Proceed to date of Substantial Completion.
- C. Contractor shall be responsible for providing Construction Waste Management And Disposal services for those who perform work on Project from Notice to Proceed to date of Substantial Completion.
- D. Contractor shall be responsible for Final Cleaning for entire Project and Site.

1.4 PROJECT MEETINGS AND CONFERENCES

- A. Preconstruction Conference:
 - 1. Attend preconstruction conference and organizational meeting scheduled by Architect at Project site or other convenient location.
 - 2. Be prepared to discuss items of significance that could affect progress, including such topics as:
 - a. Construction schedule.
 - b. Critical Work sequencing.
 - c. Current problems.
 - d. Designation of responsible personnel.
 - e. Material/Distribution of Contract Documents.
 - f. Equipment deliveries and priorities.
 - g. General schedule of inspections by Architect and its consultants.
 - h. General inspection of tests.
 - i. Office, work, and storage areas.
 - j. Preparation of record documents and O & M manuals.
 - k. Procedures for processing interpretations and Modifications.
 - l. Procedures for processing Payment Requests.
 - m. Project cleanup.

- n. Security.
 - o. Status of permits.
 - p. Submittal of Product Data, Shop Drawings, Samples, Quality Assurance / Control submittals.
 - q. Use of the premises.
 - r. Work restrictions.
 - s. Working hours.
3. Architect will record minutes of meetings and distribute copies to Owner and Contractor.

B. Progress Meetings:

- 1. Attend progress meetings at Project site at regularly scheduled intervals determined by Architect, at least once a month.
- 2. Progress meetings will be open to Owner, Architect, Subcontractors, and anyone invited by Owner, Architect, and Contractor.
- 3. Be prepared to discuss items of significance that could affect progress, including following:
 - a. Progress since last meeting.
 - b. Whether Contractor is on schedule.
 - c. Activities required to complete Project within Contract Time.
 - d. Off-site fabrication problems.
 - e. Access.
 - f. Site use.
 - g. Temporary facilities and services.
 - h. Hours of work.
 - i. Hazards and risks.
 - j. Project cleanup.
 - k. Quality and Work standards.
 - l. Status of pending modifications.
 - m. Documentation of information for Payment Requests.
 - n. Maintenance of Project records.
- 4. Architect will prepare minutes of progress meetings and distribute copies of minutes to Owner and Contractor.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

SECTION 01 3200**CONSTRUCTION PROGRESS DOCUMENTATION****PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes But is Not Limited To:**

1. Administrative and procedural requirements for documenting the progress of construction during performance of the Work.

1.2 SCHEDULING OF WORK**A. Bar Chart Schedule:**

1. Submit horizontal bar chart schedule before Preconstruction Conference. Provide separate time bar for each construction activity listed on Owner's payment request form. Within each time bar, show estimated completion percentage. Provide continuous vertical line to identify first working day of each week. Show each activity in chronological sequence. Show graphically sequences necessary for completion of related portions of The Work. As The Work progresses, place contrasting mark in each bar to indicate actual completion.
2. Provide copies of schedule for Architect and Owner and post copy in field office.
3. Revise schedule monthly. Send copy of revised schedule to Owner and Architect and post copy in field office.

B. Daily Construction Reports:

1. Prepare daily reports of operations at Project including at least following information:
 - a. List of Subcontractors at site.
 - b. Approximate count of personnel at site by trade.
 - c. High and low temperatures, general weather conditions.
 - d. Major items of equipment on site.
 - e. Materials or equipment items arriving at or leaving site.
 - f. Accidents and unusual events.
 - g. Site or structure damage by water, frost, wind, or other causes.
 - h. Meetings, conferences, and significant decisions.
 - i. Visitors to the job including meeting attendees.
 - j. Stoppages, delays, shortages, losses.
 - k. Any tests made and their result if known.
 - l. Meter readings and similar recordings.
 - m. Emergency procedures.
 - n. Orders and requests of governing authorities.
 - o. Modifications received, carried out.
 - p. Services connected, disconnected.
 - q. Equipment or system tests and start-ups.
 - r. Brief summary of work accomplished that day.
 - s. Signature of person preparing report.
2. Submit daily reports to Architect at least weekly.
3. Maintain copies of daily reports at field office.

PART 2 - PRODUCTS Not Used**PART 3 - EXECUTION Not Used****END OF SECTION**

SECTION 01 3300**SUBMITTAL PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes But is Not Limited To:
1. Administrative and procedural requirements for Submittal Procedures.

1.2 SUBMITTAL SCHEDULE

- A. Furnish submittal schedule within 10 days after receipt of Notice to Proceed, listing items specified to be furnished for review to Architect including product data, shop drawings, samples, and Informational submittals.
1. Coordinate submittal schedule with Contractor's construction schedule.
 2. Enclose the following information for each item:
 - a. Scheduled date for first submittal.
 - b. Related Section number.
 - c. Submittal category.
 - d. Name of Subcontractor.
 - e. Description of part of the Work covered.
 - f. Scheduled date for resubmittal.
 - g. Scheduled date for Architect's final release or approval.
- B. Print and distribute copies to Architect and Owner and post copy in field office. When revisions are made, distribute to same parties and post in same location.
- C. Revise schedule monthly. Send copy of revised schedule to Owner and Architect.

1.3 SUBMITTAL PROCEDURES

- A. Coordination:
1. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently before performance of related construction activities to avoid delay.
 - a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - b. Coordinate transmittal of different types of submittals required for related elements of The Work so processing will not be delayed by need to review submittals concurrently for coordination. Architect reserves right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 2. Processing Time:
 - a. Allow sufficient review time so installation will not be delayed by time required to process submittals, including time for resubmittals.
 - 1) Allow 14 days for initial review. Allow additional time if processing must be delayed to allow coordination with subsequent submittals. Architect will promptly advise Contractor when submittal being processed must be delayed for coordination.
 - 2) If an intermediate submittal is necessary, process same as initial submittal.
 - 3) Allow 7 days for reprocessing each submittal.

- 4) No extension of Contract Time will be authorized because of failure to transmit submittals to Architect in sufficient time before work is to be performed to allow processing.
3. Identification:
 - a. Place permanent label or title block on each submittal for identification. Include name of entity that prepared each submittal on label or title block.
 - 1) Provide space approximately 4 by 5 inches on label or beside title block on Shop Drawings to record Contractor's review and approval markings and action taken.
 - 2) Include following information on label for processing and recording action taken:
 - a) Project name.
 - b) Date.
 - c) Name and address of Architect.
 - d) Name and address of Contractor.
 - e) Name and address of Subcontractor.
 - f) Name and address of supplier.
 - g) Name of manufacturer.
 - h) Number and title of appropriate Specification Section.
 - i) Drawing number and detail references, as appropriate.
4. Transmittal:
 - a. Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using transmittal letter. On transmittal, record relevant information and requests for data. Include Contractor's certification that information complies with Contract Document requirements, or, on form or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations.
 - b. Submittals received from sources other than Contractor or not marked with Contractor's approval will be returned without action.

1.4 ACTION SUBMITTALS

- A. Product Data:
 1. Submit Product Data, as required by individual Sections of Specifications.
 2. Mark each copy of each set of submittals to show choices and options used on Project. Where printed Product Data includes information on products that are not required for Project, mark copies to indicate information relating to Project.
 3. Certify that proposed product complies with requirements of Contract Documents. List any deviations from those requirements on form or separate sheet.
 4. Submit electronic copy each required submittal unless otherwise required. Architect will return submittal marked with action taken and with corrections or modifications required.
- B. Shop Drawings:
 1. Submit newly prepared graphic data to accurate scale. Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 36 by 48 inches. Highlight, encircle, or otherwise show deviations from Contract Documents. Include following information as a minimum:
 - a. Dimensions.
 - b. Identification of products and materials included.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 2. Do not reproduce Contract Documents or copy standard information as basis of Shop Drawings. Standard printed information prepared without specific reference to Project is not acceptable as Shop Drawings.
 3. Review and designate (stamp) approval of shop drawings. Unless otherwise specified, submit to Architect electronic copy of shop drawings required by Contract Documents. Shop drawings not required by Contract Documents, but requested by Contractor or supplied by Subcontractor, need not be submitted to Architect for review.
- C. Samples:

1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 - a. Mount, display, or package Samples so as to ease review of qualities specified. Prepare Samples to match samples provided by Architect, if applicable. Include following:
 - 1) Generic description of Sample.
 - 2) Sample source.
 - 3) Product name or name of manufacturer.
 - 4) Compliance with recognized standards.
 - 5) Availability and delivery time.
2. Submit 3 Physical Samples for review of kind, color, pattern, and texture, for final check of these characteristics with other elements, and for a comparison of these characteristics between final submittal and actual component as delivered and installed. Color card is not acceptable.
 - a. Where variations in color, pattern, texture or other characteristics are inherent in material or product represented, submit set of three samples minimum that show approximate limits of variations.
 - b. Refer to other specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
 - c. Refer to other Sections for Samples to be returned to Contractor for incorporation into The Work. Such Samples shall be undamaged at time of use. On transmittal, indicate special requests regarding disposition of Sample submittals.
3. Where Samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit full set of choices for material or product. Preliminary submittals will be reviewed and returned with Architect's mark indicating selection and other action.
4. Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit three sets. One will be returned marked with action taken.
5. Samples, as accepted and returned by Architect, will be used for quality comparisons throughout course of construction.
 - a. Unless noncompliance with Contract Documents is observed, submittal may serve as final submittal.
 - b. Sample sets may be used to obtain final acceptance of construction associated with each set.

1.5 INFORMATIONAL SUBMITTALS

- A. Informational submittals are design data, test reports, certificates, manufacturer's instructions, manufacturer's field reports, and other documentary data affirming quality of products and installations. Submit electronic copy of each required submittal unless otherwise required. Architect will return electronic copy marked with action taken and with corrections or modifications required.
 1. Certificates: Describe certificates intended to document affirmations by Contractor or others that the work is in accordance with the Contract Documents, but do not repeat provisions of Parts 2 or 3.
 2. Delegated Design Submittals / Design Data: Describe submittals intended to demonstrate design work prepared by Contractor's licensed professionals.
 3. Test And Evaluation Reports: Describe submittal of test reports or evaluation service reports intended to document required tests.
 4. Manufacturer Instructions: Describe submittals intended to document manufacturer instructions.
 5. Source Quality Control Submittals: Describe submittal of source quality control documentation.
 6. Field Quality Control Submittals: Describe submittal of field quality control documentation.
 7. Manufacturer Reports: Describe submittal of Manufacturer reports as documentation of manufacturer activities.
 8. Special Procedure Submittals: Describe submittals intended to document special procedures. An example would be construction staging or phasing for remodeling an existing facility while keeping it in operation. While the Contractor would normally be responsible for managing this, submittal of his plan as documentation could be specified.

9. Qualification Statements: Describe submittals intended to document qualifications of entities employed by Contractor.

1.6 CLOSEOUT SUBMITTALS

- A. This title groups submittals that occur during project closeout. Coordinate with section 01 7800 Closeout Submittals.
 1. Maintenance Contracts: Describe submittal of the maintenance contract.
 2. Operations & Maintenance Data: Describe submittal of operation and maintenance data necessary for products of the Section.
 3. Bonds: Describe submittals of bonds specific to this Section.
 4. Warranty Documentation: Describe submittal of final executed warranty document.
 5. Record Documentation: Describe submittal of record documentation specific to this Section.
 6. Software: Describe submittal of extra copy operating system and other utility software necessary to operate and maintain software during life of product.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. This title groups maintenance material submittals required by Section.
 1. Spare Parts: Describe spare parts necessary for Owner's use in facility operation and maintenance. 'Parts' are generally understood to be items such as filters, motor drive belts, lamps, and other similar manufactured items that require only simple replacement.
 2. Extra Stock Materials: Describe extra stock materials to be provided for Owner's use in facility operation and maintenance. Extra stock materials are generally understood to be items such as ceiling tiles, flooring, paint etc.
 3. Tools and Software:
 - a. Describe tools to be provided for Owner's use in facility operation and maintenance. Tools are generally understood to be wrenches, gauges, circuit setters, etc, required for proper operation or maintenance of a system.
 - b. If necessary, describe submittal of an extra copy of operating system and other utility software necessary to operate and maintain the software during expected life of product.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

SECTION 01 3500**SPECIAL PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes But is Not Limited To:
1. Administrative and procedural requirements for Special Procedures.

1.2 ACCELERATION OF WORK

- A. Complete The Work in accordance with Construction Schedule. If Contractor falls behind schedule, take such actions as are necessary, at no additional expense to Owner, to bring progress of The Work back in accordance with schedule.
- B. Owner may request proposal for completion of The Work at date earlier than expiration of Contract Time. Promptly provide requested proposal showing cost of such acceleration of The Work. Consult with Owner and Architect regarding possible options to decrease cost of such acceleration. If Owner determines to order acceleration of The Work, change in Contract Sum and Contract Time resulting from acceleration will be included in a Change Order.

1.3 OWNER'S SAFETY REQUIREMENTS

- A. Personal Protection:
1. Contractor shall ensure:
 - a. Positive means of fall protection, such as guardrails system, safety net system, personal fall arrest system, etc, is provided to employees whenever exposed to a fall six feet or more above a lower level.
 - b. Personnel working on Project shall wear hard hats and safety glasses as required by regulation and hazard.
 - c. Personnel working on Project shall wear long or short sleeve shirts, long pants, and hard-toed boots or other sturdy shoes appropriate to type and phase of work being performed.
- B. Contractor Tools And Equipment:
1. Contractor shall ensure:
 - a. Tools and equipment are in good working condition, well maintained, and have necessary guards in place.
 - b. Ground Fault Circuit Interrupters (GFCI) is utilized on power cords and tools.
 - c. Scaffolding and man lifts are in good working condition, erected and maintained as required by governmental regulations.
 - d. Ladders are in good condition, well maintained, used as specified by Manufacturer, and secured as required.
- C. Miscellaneous:
1. Contractor shall ensure:
 - a. Protection is provided on protruding rebar and other similar objects.
 - b. General Contractor Superintendent has completed the OSHA 10-hour construction outreach training course or equivalent.
 - c. Implementation and administration of safety program on Project.

- d. Material Safety Data Sheets (MSDS) are provided for substances or materials for which an MSDS is required by governmental regulations before bringing on site.
 - e. Consistent safety training is provided to employees on Project.
2. Report accidents involving injury to employees on Project that require off-site medical treatment to Owner's designated representative.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

SECTION 01 4000**QUALITY REQUIREMENTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings, general provisions of the Contract, General Specifications, Special Provisions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are used to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
1. Specific quality assurance and quality control requirements for individual construction activities are specified in Sections that specify those activities and Section 01 4523. Requirements in those Sections may also cover production of standard products.
 2. Specified tests, inspections, and related actions do not limit Contractor's other quality control procedures that facilitate compliance with Contract Document requirements.
 3. Requirements for Contractor to provide quality assurance and quality control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
1. Section 01 3300: 'Submittal Procedures'.
 2. Section 01 4301: 'Quality Assurance – Qualifications' establishes minimum qualification levels required.
 3. Section 01 4523: 'Testing and Inspecting Services' for testing and inspection, and testing laboratory services for materials, products, and construction methods.

1.3 REFERENCES

- A. Association Publications:
1. Council of American Structural Engineers. CASE Form 101: *Statement of Special Inspections*. Washington, DC: CASE, 2001. (c/o American Council of Engineering Companies, 1015 15th St., NW, Washington, DC 20005; 202-347-7474; www.acec.org).
 2. International Code Council (IBC):
 - a. IBC Chapter 17, 'Structural Tests and Special Inspections'.
 3. The American Institute of Architects. AIA Document A201, *General Conditions of the Contract for Construction*. Washington, DC. 2007.
 4. The Construction Specifications Institute. Project Resource Manual/CSI Manual of Practice, 5th Edition. New York, McGraw-Hill, 2005.
- B. Definitions:
1. Accreditation: Process in which certification of competency, authority, or credibility is presented. Verify that laboratories have an appropriate quality management system and can properly perform certain test methods (e.g., ANSI, ASTM, and ISO test methods) and calibration parameters according to their scopes of accreditation.
 2. Approved: To authorize, endorse, validate, confirm, or agree to.

3. Contract Documents: Engineering and Architectural Drawings and Specifications issued for construction, plus clarification drawings, addenda, approved change orders and contractor designed elements.
4. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with requirements indicated; and having complied with requirements of authorities having jurisdiction.
5. Field Quality Control: Testing, Inspections, Special Testing and Special Inspections to assure compliance to Contract Documents.
6. Inspection/Special Inspection: Inspection of materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards:
 - a. Inspection: Not required by code provisions but may be required by Contract Documents.
 - b. Special Inspection: Required by code provisions and by Contract Documents.
 - c. Inspection-Continuous: Full-time observation of the Work requiring inspection by approved inspector who is present in area where the Work is being performed.
 - d. Inspection-Periodic: Part-time or intermittent observation of the Work requiring inspection by approved inspector who is present in area where the Work has been or is being performed and at completion of the Work.
7. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - a. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of corresponding generic name.
8. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish standard by which the Work will be judged.
9. Observation: Visual observation of building / site elements or structural system by registered design professional for general conformance to approved construction documents at significant construction stages and at completion. Observation does not include or waive responsibility for performing inspections or special inspections.
10. Owner's Representative: Owner's Designated Representative (Project Manager or Facilities Manager) who will have express authority to bind Owner with respect to all matters requiring Owner's approval or authorization.
11. Preconstruction Testing: Tests and inspections that are performed specifically for Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
12. Product Testing: Tests and inspections that are performed by testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
13. Quality Assurance: Testing, Inspections, Special Testing and Special Inspections provided for by Owner.
14. Quality Control: Testing, Inspections, Special Testing and Special Inspections provided for by Contractor.
15. Service Provider: Agency or firm qualified to perform required tests and inspections.
16. Source Quality Control Testing: Tests and inspections that are performed at source, i.e., plant, mill, factory, or shop.
17. Special Inspection: See Inspection.
18. Special Inspector: Certified individual or firm that implements special inspection program for project.
19. Special Test: See Test.
20. Test/Special Test: Field or laboratory tests to determine characteristics and quality of building materials and workmanship.
 - a. Test: Not required by code provisions but may be required by Contract Documents.
 - b. Special Test: Required by code provisions and by Contract Documents.
21. Testing Agency: Entity engaged to perform specific tests, inspections, or both.

22. Testing Agency Laboratory: Agency or firm qualified to perform field and laboratory tests to determine characteristics and quality of materials and workmanship.
23. Verification: Act of reviewing, inspecting, testing, etc. to establish and document that product, service, or system meets regulatory, standard, or specification requirements.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and standards establish different or conflicting requirements for minimum quantities or quality levels, comply with most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: Quantity or quality level shown or specified shall be minimum provided or performed. Actual installation may comply exactly with minimum quantity or quality specified, or it may exceed minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for context of requirements. Refer uncertainties to Architect for decision before proceeding.

1.5 QUALITY ASSURANCE

- A. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to verify compliance and guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

1.6 QUALITY CONTROL

- A. Quality Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements performed by Contractor. They do not include inspections, tests or related actions performed by Architect, Owner, governing authorities or independent agencies hired by Owner or Architect.
 1. Where services are indicated as Contractor's responsibility, engage a qualified Testing Agency to perform these quality control services.
 - a. Contractor shall not employ same testing entity engaged by Owner, without Owner's written approval.
- B. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality control services with minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

2. Comply with Contract Document requirements for Section 01 7300 "Execution" for Cutting and Patching.
- B. Protect construction exposed by or for Quality Assurance and Quality Control activities.
 - C. Repair and protection are Contractor's responsibility, regardless of assignment of responsibility for Quality Assurance and Quality Control Services.

END OF SECTION

SECTION 01 4100
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Regulatory Requirements.

1.2 ASBESTOS

- A. Contract Documents for this Project have been prepared in accordance with generally accepted professional architectural and engineering practices. Accordingly, no asbestos or products containing asbestos have been knowingly specified for this Project. Notify Architect immediately for instructions if materials containing asbestos are brought to site for inclusion in the Work.
- B. At Architect's direction and with Owner's approval, a certified asbestos inspector will collect samples and an independent testing laboratory will perform testing procedures on suspect materials.
- C. Certify that based upon best knowledge, information, inspection, and belief no building materials containing asbestos were used in construction of Project. Submit certification on form provided by Owner.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

SECTION 01 4200**REFERENCES****PART 1 - GENERAL****1.1 SUMMARY**

A. Section Includes But is Not Limited To:

1. Reference standards, definitions, specification format, and industry standards.

1.2 REFERENCES

A. Definitions:

1. Approved: The term "approved," when used to convey Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
2. Directed: The term "directed" is a command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," and "permitted" have the same meaning as "directed."
3. Experienced: The term "experienced," when used with an entity, means having successfully completed a minimum often previous projects similar in size and scope to this Project; being familiar with the special requirements indicated, and having complied with requirements of authority having jurisdiction.
4. Furnish: The term "furnish" means supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
5. General: Basic Contract definitions are included in the Conditions of the Contract.
6. Indicated: The term "indicated" refers to requirements expressed by graphic representations, or in written form on Drawings, in Specifications, and in other Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
7. Install: The term "install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
8. Installer: An "Installer" is the Contractor or another entity engaged by the Contractor, as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
9. Project Site: The term "Project site" means the space available for performing construction activities. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
10. Provide: The term "provide" means to furnish and install, complete and ready for the intended use.
11. Regulations: The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
12. Submitted: The terms "submitted," "reported," "satisfactory" and similar words and phrases means submitted to Architect, reported to Architect and similar phrases.
13. Testing Agencies: A "testing agency" is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, or to report on and, if required, to interpret results of those inspections or tests.
14. Trades: Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

B. References Standards:

1. Specification Format: Specifications will follow MasterFormat™ 2004 for organizing numbers and titles. (The Construction Specifications Institute, Project Resource Manual/CSI Manual of Practice, 5th Edition. New York, McGraw-Hill, 2005).
 - a. Specification Identifications:
 - 1) The Specifications use section numbers and titles to help cross referencing in the Contract Documents.
 - 2) Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.
 - b. Specification Language:
 - 1) Specifications should be prepared, with concern and respect for their legal status. Specifications should be Clear, Concise, Correct and Complete.
 - 2) Streamlining: Streamlining is used to list products, materials, reference standards, and other itemized specifications. This technique places the subject first and provides keywords for quick reference
 - c. Sentence Structure:
 - 1) Specifications to be written in the “Imperative Mood”.
 - a) The verb that clearly defines the action becomes the first word in the sentence.
 - b) The imperative sentence is concise and readily understandable.
 - 2) Streamlining is used to list products, materials, reference standards, and other itemized specifications. This technique places the subject first and provides keywords for quick reference.
 - d. Abbreviated Language:
 - 1) Abbreviations should be used only on drawings and schedules where space is limited.
 - 2) Abbreviations with multiple meanings should be avoided, unless used in different disciplines where their meaning is clear from the context in which they are used.
 - 3) Abbreviations should be limited to five or fewer letters
 - a) The verb that clearly defines the action becomes the first word in the sentence.
 - e. Symbols:
 - 1) Caution should apply to symbols substituted for words or terms.
 - f. Numbers:
 - 1) The use of Arabic numerals rather than words for numbers is recommended.

C. Industry Standards:

1. Except where Contract Documents specify otherwise, construction industry standards will apply and are made a part of Contract Documents by reference.
2. Where compliance with two or more standards is specified and standards apparently establish different or conflicting requirements for minimum quantities or quality levels, refer to Architect for decision before proceeding. Quantity or quality level shown or specified will be minimum provided or performed. Actual installation may comply exactly with minimum quantity or quality specified, or it may exceed minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for context of requirements. Refer uncertainties to Architect for decision before proceeding.
3. Each entity engaged in construction on Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with Contract Documents. Where copies of standards are needed for performance of a required construction activity, Contractor will obtain copies directly from publication source.
4. Trade Association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations, as referenced in Contract Documents, are defined to mean association names. Names and addresses are subject to change and are believed to be, but are not assured to be, accurate and up to date as of date of Contract Documents.

AABC	Associated Air Balance Council	Washington	DC	(202) 737-0202	www.aabchq.com
AAMA	American Architectural Manufacturers Association	Schaumburg	IL	(847) 303-5664	www.aamanet.org
AAMA	American Architectural Man-	Schamumburg	IL	(847) 303-5774	www.aamanet.org

	Manufacturers Association				
ACI	American Concrete Institute International	Farmington Hills	MI	(248) 848-3700	www.aci-int.org
AGA	American Gas Association	Washington	DC	(202) 824-7000	www.aga.org
AHRI	Air Conditioning Heating & Refrigeration Institute	Arlington	VA	(703) 524-8800	www.ari.org
AIA	American Institution of Architects	Washington	DC	(202) 626-7300	www.aia.org
AISC	American Institute of Steel Construction	Chicago	IL	(312) 670-2400	www.aisc.org
AISI	American Iron & Steel Institute	Washington	DC	(202) 452-7100	www.steel.org
AITC	American Institution of Timber Construction	Englewood	CO	(303) 792-9559	www.aitc-glulam.org
AMCA	Air Movement & Control Association International	Arlington Heights	IL	(847) 394-0150	www.amca.org
ANSI	American National Standards Institute	New York	NY	(212) 642-4900	www.ansi.org
APA	APA-Engineered Wood Association	Tacoma	WA	(253) 565-6600	www.apawood.org
API	American Petroleum Institute	Washington	DC	(202) 682-8000	www.api.org
AQMD	South Coast Air Quality Management District	Diamond Bar	CA	(909) 396-2000	www.aqmd.gov
ASHRAE	American Society of Heating, Refrigerating, & Air-Conditioning Engineers	Atlanta	GA	(404) 636-8400	www.ashrae.org
ASME	American Society of Mechanical Engineers International	New York	NY	(800) 843-2763	www.asme.org
ASTM	ASTM International	West Conshohocken	PA	(610) 832-9500	www.astm.org
AWI	Architectural Woodwork Institute	Potomac Falls	VA	(571) 323-3636	www.awinet.org
AWPA	American Wood Protection Association	Birmingham	AL	(205) 733-4077	www.awpa.com
AWS	American Welding Society	Miami	FL	(800) 443-9353	www.aws.org
AWWA	American Water Works Assoc	Denver	CO	(303) 794-7711	www.awwa.org
BHMA	Builders Hardware Manufacturers Association	New York	NY	(212) 297-2122	www.buildershardware.com
BIA	Brick Industry Association	Reston	VA	(703) 620-0010	www.bia.org
CFI	International Certified Floor-covering Installers, Inc.	Kansas City	MO	(816) 231-4646	www.cfi-installers.org
CRSI	Concrete Reinforcing Steel Institute	Schaumburg	IL	(847) 517-1200	www.crsi.org
CISPI	Cast Iron Soil Pipe Institute	Chattanooga	TN	(423) 892-0137	www.cispi.org
DHI	Door & Hardware Institute	Chantilly	VA	(703) 222-2010	www.dhi.org
DIPRA	Ductile Iron Pipe Research Association.	Birmingham	AL	(205) 402-8700	www.dipra.org
FM	FM Global	Johnston	RI	(401) 275-3000	www.fmglobal.com
FSC	Forest Stewardship Council	Bonn, Germany		+49 (0) 228 367 66 0	www.fsc.org
GA	Gypsum Association	Hyattsville	MD	(301) 277-8686	www.gypsum.org
GS	Green Seal	Washington	DC	(202) 872-6400	www.greenseal.org
HPVA	Hardwood Plywood & Veneer Association	Reston	VA	(703) 435-2900	www.hpva.org
ICC	International Code Council	Washington	DC	(888) 422-7233	www.iccsafe.org

ICC-ES	ICC Evaluation Service	Whittier	CA	(562) 699-0543	www.icc-es.org
ICBO	International Conference of Building Officials				(See ICC)
ISO	International Organization for Standardization	Geneva, Switzerland			www.iso.org
ISSA	International Slurry Surfacing Association	Annapolis	MD	(410) 267-0023	www.slurry.org
KCMA	Kitchen Cabinet Manufacturers Association	Reston	VA	(703) 264-1690	www.kcma.org
LPI	Lightning Protection Institute	Maryville	MO	(800) 488-6864	www.lightning.org
MSS	Manufacturer's Standardization Society of The Valve and Fittings Industry	Vienna	VA	(703) 281-6613	www.mss-hq.com
NAAMM	National Association of Architectural Metal Manufacturers	Glen Ellyn	IL	(630) 942-6591	www.naamm.org
NEC	National Electric Code	(from NFPA).			
NEMA	National Electrical Manufacturer's Association	Rosslyn	VA	(703) 841-3200	www.nema.org
NFPA	National Fire Protection Association	Quincy	MA	(800) 344-3555	www.nfpa.org
NFRC	National Fenestration Rating Council	Greenbelt	MD	(301) 589-1776	www.nfrc.org
NSF	NSF International	Ann Arbor	MI	(734) 769-8010	www.nsf.org
PCA	Portland Cement Association	Skokie	IL	(847) 966-6200	www.cement.org
PCI	Precast / Prestressed Concrete Institute	Chicago	IL	(312) 786-0300	www.pci.org
PEI	Porcelain Enamel Institute	Norcross	GA	(770) 676-9366	www.porcelainenamel.com
RFCI	Resilient Floor Covering Institute	LaGrange	GA	(706) 882-3833	www.rfci.com
SCTE	Society of Cable Telecommunications Engineers	Exton	PA	(800) 542-5040	www.scte.org
SDI	Steel Door Institute	Westlake	OH	(440) 899-0010	www.steeldoor.org
SIGMA	Sealed Insulating Glass Manufacturer's Association	Chicago	IL	(312) 644-6610	www.arcat.com
SMACNA	Sheet Metal & Air Conditioning Contractors National Association	Chantilly	VA	(703) 803-2980	www.smacna.org
SPIB	Southern Pine Inspection Bureau	Pensacola	FL	(850) 434-2611	www.spib.org
SSMA	Steel Stud Manufacturer's Association	Glen Ellyn	IL	(630) 942-6592	www.ssma.com
TCNA	Tile Council of North America	Anderson	SC	(864) 646-8453	www.tileusa.com
UL	Underwriters Laboratories	Camas	WA	(877) 854-3577	www.ul.com
WDMA	Window and Door Manufacturer's Association	Chicago	IL	(312) 321-6802	www.nwwda.org
WWPA	Western Wood Products Association	Portland	OR	(503) 224-3930	www.wwpa.org

D. Federal Government Agencies:

- Names and titles of federal government standard or specification producing agencies are often abbreviated. Following acronyms or abbreviations referenced in Contract Documents represent names of standard or specification producing agencies of federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up to date as of date of Contract Documents.

CS	Commercial Standard (U S Department of Commerce)	Washington	DC	(202) 512-0000	www.doc.gov
EPA	Environmental Protection Agency	Washington	DC	(202) 272-0167	www.epa.gov
FCC	Federal Communications Commission	Washington	DC	(888) 225-5322	www.fcc.gov
FS	Federal Specifications Unit (Available from GSA)	Washington	DC	(202) 619-8925	www.gsa.gov
MIL	Military Standardization Documents (U S Department of Defense)	Philadelphia	PA	(215) 697-2179	www.dod.gov
NIST	National Institute of Standards and Technology, technology Administration (US Department of Commerce)	Gaithersburg	MD	(301) 975-4500	www.ts.nist.gov
OSHA	Occupational Safety & Health Administration (U S Department of Labor)	Washington	DC	202) 219-8148	www.osha.gov
PS	Product Standard of NBS (U S Department of Commerce)	Washington	DC	(202) 512-1800	www.doc.gov

E. Governing Regulations / Authorities:

1. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.
2. Obtain copies of regulations required to be retained at Project Site, available for reference by parties who have a reasonable need for such reference.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

SECTION 01 4301**QUALITY ASSURANCE - QUALIFICATIONS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Related Documents:
 - 1. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Requirements:
 - 1. Section 01 4000: 'Quality Requirements' includes administrative and procedural requirements for quality assurance and quality control.
 - 2. Section 01 4523: 'Testing and Inspecting Services' for testing and inspection, and testing laboratory services for materials, products, and construction methods.

1.2 REFERENCES

- A. Definitions:
 - 1. Accreditation: Process in which certification of competency, authority, or credibility is presented. Verify that laboratories have an appropriate quality management system and can properly perform certain test methods (e.g., ANSI, ASTM, and ISO test methods) and calibration parameters according to their scopes of accreditation.
 - 2. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
 - 3. Testing Agency: Entity engaged to perform specific tests, inspections, or both.
 - 4. Testing Agency Laboratory: Agency or firm qualified to perform field and laboratory tests to determine characteristics and quality of materials and workmanship.
- B. Reference Standards:
 - 1. ASTM International:
 - a. ASTM E329-11a, 'Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.'

1.3 QUALIFICATIONS

- A. Qualifications: Qualifications paragraphs in this Article establish minimum qualification levels required; individual Specification Sections specify additional requirements:
 - 1. Fabricator / Supplier / Installer Qualifications: Firm experienced in producing products similar to those indicated for this Project and with record of successful in-service performance, as well as sufficient production capacity to produce required units.
 - a. Approved:
 - 1) Where heading '*Approved Suppliers / Distributors / Installers / Applicators / Fabricators*' is used to identify list of specified suppliers / distributors / installers / applicators / fabricators, use only listed suppliers / installers / fabricators.
 - 2) No substitutions will be allowed.
 - 2. Factory-Authorized Service Representative Qualifications:
 - a. Authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
 - 3. Installer Qualifications:

- a. Firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
4. Manufacturer Qualifications:
 - a. Firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
5. Manufacturer's Field Services Qualifications:
 - a. Experienced authorized representative of manufacturer to inspect field-assembled components and equipment installation, including service connections.
6. Professional Engineer Qualifications:
 - a. Professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of kind indicated. Engineering services are defined as those performed for installations of system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
7. Specialists:
 - a. Certain sections of Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations.
 - b. Specialists shall satisfy qualification requirements indicated and shall be engaged for activities indicated.
 - c. Requirement for specialists shall not supersede building codes and regulations governing the Work.
8. Testing Agency Qualifications:
 - a. Independent Testing Agency with experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1) Testing Laboratory:
 - a) AASHTO Materials Reference Laboratory (AMRL) Accreditation Program.
 - b) Cement and Concrete Reference Laboratory (CCRL).
 - c) Nationally Recognized Testing Laboratory (NRTL): Nationally recognized testing laboratory according to 29 CFR 1910.7.
 - d) National Voluntary Laboratory (NVLAP): Testing Agency accredited according to National Institute of Standards and Technology (NIST) Technology Administration, U. S. Department of Commerce Accreditation Program.

PART 2 - PRODUCTS Not Used**PART 3 - EXECUTION Not Used****END OF SECTION**

SECTION 01 5200**CONSTRUCTION FACILITIES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes But is Not Limited To:
1. Administrative and procedural requirements for Construction Facilities.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Prepare schedule indicating dates for implementation and termination of each temporary facility.
- B. Keep facilities clean and neat in appearance. Operate in safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or allow them to interfere with progress of The Work. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on Project site.
- C. Maintain facilities in good operating condition until removal.
- D. Remove each temporary facility when need has ended, or when replaced by authorized use of permanent facility, or by Substantial Completion. Complete permanent construction that may have been delayed because of interference with temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that make up temporary facilities are property of Contractor.
 2. By Substantial Completion, clean and renovate permanent facilities used during construction period.

1.3 SANITARY FACILITIES

- A. Provide temporary sanitary toilet. Service and maintain temporary toilet in a clean, sanitary condition. Use of existing restroom facilities will not be allowed.

PART 2 - PRODUCTS Not Used**PART 3 - EXECUTION Not Used****END OF SECTION**

SECTION 01 5400

CONSTRUCTION AIDS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Construction Aids.

1.2 SCAFFOLDING, PLATFORMS, STAIRS, ETC

- A. Furnish and maintain equipment such as temporary stairs, ladders, ramps, platforms, scaffolds, hoists, runways, derricks, chutes, and elevators as required for proper execution of The Work.
- B. Apparatus, equipment, and construction shall meet requirements of applicable laws and safety regulations.
- C. Protect walls, floors and ceilings of path of travel to work area during construction.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

SECTION 01 5600**TEMPORARY BARRIERS AND ENCLOSURES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Temporary Barriers and Enclosures.

1.2 GENERAL

- A. Protection Of Existing Improvements: Protect wall, door, ceilings, carpet, etc. including overhead protection where required. Repair damage to existing improvements caused by construction activities.
- B. Protection Of Adjacent Property: Provide necessary protection for adjacent spaces and lateral support thereof.

1.3 TEMPORARY DUST BARRIERS

- A. The Contractor shall provide any and all dust control barriers required.

1.4 TEMPORARY NOISE BARRIERS

- A. The Contractor shall use only such equipment on the work and in such state of repair that the emission of sound there from is within the noise tolerance level of that equipment as established by Cal-OSHA.

1.5 TEMPORARY BARRICADES

- A. Comply with standards and code requirements in erecting barricades, warning signs, and lights.
- B. Take necessary precautions to protect persons, including members of the public, from injury or harm.

1.6 TEMPORARY SECURITY BARRIERS

- A. Install temporary enclosures of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and other violations of security.
- B. Secure materials and equipment stored on site.
- C. Secure building at the end of each work day.
- D. Maintain building security until Substantial Completion.

PART 2 - PRODUCTS Not Used**PART 3 - EXECUTION Not Used****END OF SECTION**

SECTION 01 5700
TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Temporary Controls.

1.2 TEMPORARY ENVIRONMENTAL CONTROLS

- A. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and reduce possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result:
 - 1. Avoid use of tools and equipment that produce harmful noise.
 - 2. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near site.

- B. Protect building from damage from rain water and all other water:
 - 1. For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with requirements of applicable local regulations. Where feasible, use permanent facilities.
 - 2. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

SECTION 01 6100**COMMON PRODUCT REQUIREMENTS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes But is Not Limited To:
1. Administrative and procedural requirements for Common Product Requirements.

1.2 GENERAL

- A. Provide products that comply with Contract Documents, that are undamaged, and, unless otherwise indicated, new and unused at time of installation. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and for intended use and effect.
- B. Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on surfaces of products that will be exposed to view in occupied spaces or on building exterior.
1. Locate required product labels and stamps on concealed surface or, where required for observation after installation, on accessible surface that is not conspicuous.
 2. Provide permanent nameplates on items of service-connected or power-operated equipment. Locate on easily accessible surface that is inconspicuous in occupied spaces. Nameplate will contain following information and other essential operating data:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.
- C. Where specifications describe a product or assembly by specifying exact characteristics required, with or without use of brand or trade name, provide product or assembly that provides specified characteristics and otherwise complies with Contract requirements.
- D. Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by manufacturer for application described. General overall performance of product is implied where product is specified for specific application. Manufacturer's recommendations may be contained in published product literature, or by manufacturer's certification of performance.
- E. Where specifications only require compliance with an imposed code, standard, or regulation, select product that complies with standards, codes or regulations specified.
- F. Where Specifications require matching an established Sample, Architect's decision will be final on whether proposed product matches satisfactorily. Where no product available within specified category matches satisfactorily nor complies with other specified requirements, refer to Architect.
- G. Where specified product requirements include phrase ` . . . as selected from manufacturer's standard colors, patterns, textures . . . ' or similar phrase, select product and manufacturer that comply with other specified requirements. Architect will select color, pattern, and texture from product line selected.

- H. Remove and replace products and materials not specified in Contract Documents but installed in the Work with specified products and materials at no additional cost to Owner and for no increase in Contract time.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

SECTION 01 6200**PRODUCT OPTIONS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes But is Not Limited To:
1. Administrative and procedural requirements for Product Options.

1.2 GENERAL

- A. Product Selection:
1. When option of selecting between two or more products is given, product selected will be compatible with products previously selected, even if previously selected products were also options.
- B. Non-Conforming Work:
1. Non-conforming work as covered in General Conditions applies, but is not limited, to use of non-specified products or manufacturers.
- C. Product selection is governed by Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include:
1. Substitutions And Equal Products:
 - a. Generally speaking, substitutions for specified products and systems, as defined in the Uniform Commercial Code, are not acceptable. However, equal products may be approved upon compliance with Contract Document requirements.
 - b. Acceptable Products / Manufacturers / Suppliers / Installers:
 - 1) Use specified products / manufacturers unless approval to use other products / manufacturers has been obtained from Architect by Addendum.
 - 2) Use 'Equal Product Approval Request Form' to request approval of equal products, manufacturers, or suppliers before bidding or before installation, as noted in individual Sections.
 - c. Quality / Performance Standard Products / Manufacturers:
 - 1) Use specified product / manufacturer or equal product from specified manufacturers only.
 - 2) Products / manufacturers used shall conform to Contract Document requirements.

PART 2 - PRODUCTS Not Used**PART 3 - EXECUTION Not Used****END OF SECTION**

SECTION 01 6600**PRODUCT DELIVERY, STORAGE, AND HANDLING REQUIREMENTS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Product Delivery, Storage, and Handling Requirements.

1.2 GENERAL

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

1.3 DELIVERY AND ACCEPTANCE REQUIREMENTS

- A. Schedule delivery to reduce long-term storage at site and to prevent overcrowding of construction spaces.
- B. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- C. Deliver products to site in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- D. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.

1.4 STORAGE AND HANDLING REQUIREMENTS

- A. Store products at site in manner that will simplify inspection and measurement of quantity or counting of units.
- B. Store heavy materials away from Project structure so supporting construction will not be endangered.
- C. Store products subject to damage by elements above ground, under cover in weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS Not Used**PART 3 - EXECUTION Not Used****END OF SECTION**

SECTION 01 7300**EXECUTION****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes But is Not Limited To:
1. Administrative and procedural requirements for governing Execution of the Work.

1.2 COMMON INSTALLATION PROVISIONS

- A. Manufacturer's Instructions: Comply with Manufacturer's installation instructions and recommendations to extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents. Notify Architect of conflicts between Manufacturer's installation instructions and Contract Document requirements.
- B. Provide attachment and connection devices and methods necessary for securing Work. Secure work true to line and level. Anchor each product securely in place, accurately located, and aligned with other Work. Allow for expansion and building movement.
- C. Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain best visual effect. Refer questionable choices to Architect for final decision.
- D. Install each component during weather conditions and Project status that will ensure best possible results. Isolate each part of completed construction from incompatible material as necessary to prevent deterioration.
- E. Mounting Heights: Where mounting heights are not shown, install individual components at standard mounting heights recognized within the industry or local codes for that application. Refer questionable mounting height decisions to Architect for final decision.

PART 2 - PRODUCTS Not Used**PART 3 - EXECUTION Not Used****END OF SECTION**

SECTION 01 7400**CLEANING AND WASTE MANAGEMENT****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Administrative and procedural requirements for Cleaning and Waste Management as described in Contract Documents.
- B. Related Requirements:
 - 1. In addition to standards described in this section, comply with all requirements for cleaning-up as described in various other Sections of these Specifications.

1.2 REFERENCES

- A. Definitions:
 - 1. Asphalt Pavement, Brick, and Concrete (ABC) Rubble: Rubble that contains only weathered (cured) asphalt pavement, clay bricks and attached mortar normally used in construction, or concrete that may contain rebar. The rubble shall not be mixed with, or contaminated by, another waster or debris.
 - 2. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
 - 3. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
 - 4. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
 - 5. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
 - 6. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
 - 7. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

PART 2 - PRODUCTS Not Used**PART 3 - EXECUTION****3.1 PROGRESS CLEANING**

- A. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
- B. Keep premises broom clean during progress of the Work.
- C. Keep site and adjoining streets reasonably clean. If necessary, sprinkle rubbish and debris with water to suppress dust.
- D. During handling and installation, protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from soiling, damage, or deterioration until Substantial Completion.
- E. Clean and maintain completed construction as frequently as necessary throughout construction period. Adjust and lubricate operable components to ensure ability to operate without damaging effects.

- F. Supervise construction activities to ensure that no part of construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.
- G. Before and during application of painting materials, clear area where such work is in progress of debris, rubbish, and building materials that may cause dust. Sweep floors and vacuum as required and take all possible steps to keep area dust free.
- H. Clean exposed surfaces and protect as necessary to avoid damage and deterioration.
- I. Place extra materials of value remaining after completion of associated work that have become Owner's property as directed by Owner or Architect.
- J. Construction Waste Management And Disposal:
 - 1. Remove waste materials and rubbish caused by employees, Subcontractors and dispose of legally. Remove unsuitable or damaged materials and debris from building and from property.
 - a. Provide adequate waste receptacles and dispose of materials when full.
 - b. Properly store volatile waste and remove daily.
 - c. Do not deposit waste into storm drains, sanitary sewers, streams, or waterways. Do not discharge volatile, harmful, or dangerous materials into drainage systems.
 - 2. Do not burn waste materials or build fires on site. Do not bury debris or excess materials on Owner's property.

3.2 FINAL CLEANING

- A. Immediately before Substantial Completion, thoroughly clean building and area where The Work was performed. Remove all rubbish from under and about building, landscaped areas and parking lot and leave building and Project Site ready for occupancy by Owner.
- B. Comply with individual manufacturer's cleaning instructions.
- C. Clean each surface or unit to condition expected in normal, commercial building cleaning and maintenance program, including but not limited to:
 - 1. Interior Cleaning:
 - a. Clean inside glazing, exercising care not to scratch glass.
 - b. Remove marks, stains, fingerprints and dirt.
 - c. Clean and polish finish hardware.
 - d. Remove labels that are not permanent labels.
 - e. Clean plumbing fixtures and tile work. Remove spots, soil or paint.
 - f. Clean surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean light fixtures and lamps.
 - g. Clean other fixtures and equipment and remove stains, paint, dirt, and dust.
 - h. Remove temporary floor protection and clean floors.
 - i. Steam clean all carpet throughout facility.
 - j. Strip all finish off of flooring and properly clean and seal floors prior to application of 5 coats of finish per manufacturer's maintenance instructions.
 - 2. Exterior Cleaning:
 - a. Clean and polish finish hardware.
 - b. Remove temporary protection systems.
 - c. Clean dirt, mud, and other foreign material from paving, sidewalks, and gutters.
 - d. Clean drop inlets, through-curb drains, and other drainage structures.
 - e. Remove trash, debris, and foreign material from landscaped areas.

END OF SECTION

SECTION 01 7700**CLOSEOUT PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Closeout Procedures.

1.2 GENERAL

- A. Schedule closeout procedures in the two weeks before expiration of Contract Time. Weeks will be marked by Architect's weekly before Final Closeout Review, Final Closeout Review, and expiration of Contract Time.
- B. Date of Substantial Completion shall fall within week between Architect's final weekly visit and Final Closeout Review. Date of Substantial Completion shall not occur until Construction Schedule shows completion of construction work, unless agreed to by Architect and included on Certificate of Substantial Completion.

1.3 PRELIMINARY CLOSEOUT REVIEWS

- A. Confirm with Architect when Substantial Completion of The Work will be achieved.
 - 1. Final Architect's weekly visits will serve as Preliminary Closeout Reviews to determine if Final Closeout Review will occur as scheduled and that Substantial Completion of the Work will be achieved by that date.
 - 2. By final weekly Architect visit, notify Owner and Architect of date when Substantial Completion of The Work will be achieved.
- B. Arrange with Architect date for Final Closeout Review to confirm Substantial Completion.

1.4 CLOSEOUT REQUIREMENTS

- A. Before Final Closeout Review:
 - 1. Deliver Closeout Submittals to Architect.
 - 2. Deliver tools, spare parts, extra stock, and similar items as required by the Contract Documents.
 - 3. Complete start-up testing of systems, and instruction of Owner's maintenance personnel as required by the Contract Documents.
 - 4. Discontinue or change over and remove temporary facilities from site, along with construction tools, mock-ups, and similar elements.
 - 5. Complete final cleaning requirements.

1.5 FINAL CLOSEOUT REVIEW

- A. Participate in Final Closeout Review.

- B. When Owner and Architect have confirmed that Contractor has achieved Substantial Completion of The Work, Owner, Architect, and Contractor will execute Certificate of Substantial Completion that contains:
1. Date of Substantial Completion.
 2. Punch List of Work not yet accepted.
 3. Amount to be withheld for completion of Punch List work.
 4. Time period for completion of Punch List work.
 5. Amount of liquidated damages set forth in Supplementary Conditions to be assessed if Contractor fails to complete Punch List work within time set forth in Certificate.
- C. Final Acceptance Conference:
1. Notify Architect in writing when work on Punch List has been completed.
 2. Arrange with Architect date and time for Final Acceptance Conference.
 3. When Owner and Architect have confirmed that Contractor has completed Punch List work, Architect will issue letter to Owner authorizing final payment.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

SECTION 01 7800**CLOSEOUT SUBMITTALS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes But is Not Limited To:
 - 1. Administrative and procedural requirements for Closeout Submittals.

1.2 GENERAL

- A. Workmanship bonds, final certifications, equipment check-out sheets, and similar documents.
- B. Releases enabling Owner unrestricted use of The Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- C. Project photographs, damage or settlement survey, and similar record information required by Contract Documents.

1.3 OPERATIONS AND MAINTENANCE DATA

- A. Operations And Maintenance Manuals that include:
 - 1. Copy of complete Project Manual including Addenda, Modifications as defined in General Conditions, and other interpretations issued during construction.
 - a. Mark these documents to show variations in actual Work performed in comparison with text of specifications and Modifications. Show substitutions, selection of options, and similar information, particularly on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
 - b. Note related record drawing information and Product Data.
 - 2. Operations and maintenance submittals required by Contract Documents.
 - 3. Certifications required by Contract Documents.
 - 4. Copies of warranties required by Contract Documents.
 - 5. Testing and Inspection Reports required by Contract Documents.

1.4 WARRANTIES

- A. When written guarantees beyond one year after substantial completion are required by Contract Documents, secure such guarantees and warranties properly addressed and signed in favor of Owner. Include these documents in Operations & Maintenance Manuals specified above.
- B. Delivery of guarantees and warranties will not relieve Contractor from obligations assumed under other provisions of Contract Documents.

1.5 PROJECT RECORD DOCUMENTS

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

- B. Maintain clean, undamaged set of Drawings. Mark set to show actual installation where installation varies from the Work as originally shown. 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 Owner, but was not shown on Drawings.
 3. Note related Change Order numbers where applicable.

1.6 SPARE PARTS

- A. Provide items that are indicated in individual Sections.

1.7 EXTRA STOCK MATERIALS

- A. Provide items that are indicated in individual Sections.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

DIVISION 02: EXISTING CONDITIONS

02 4000 DEMOLITION AND STRUCTURE MOVING

- 02 4113 SELECTIVE SITE DEMOLITION
- 02 4119 SELECTIVE STRUCTURE DEMOLITION

END OF TABLE OF CONTENTS

SECTION 02 4113
SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To:
 - 1. Demolish and remove portions of existing site facilities as described in Contract Documents.
- B. Related Requirements:
 - 1. New and replacement work specified in appropriate specification Sections.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Scheduling:
 - 1. Include on Construction Schedule specified in Section 01 3200 detailed sequence of individual site demolition operations.

1.3 SUBMITTALS

- A. Closeout Submittals:
 - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
 - a. Record Documentation:
 - 1) Identify abandoned utility and service lines and capping locations on record drawings.

PART 2 - PRODUCTS: Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine as-builts and meet with Owner's representative to review location of existing utilities and irrigation lines and systems prior to demolition activities.

3.2 PREPARATION

- A. Notify corporations, companies, individuals, and local authorities owning conduits running to property.
 - 1. Protect and maintain conduits, drains, sewers, pipes, and wires that are to remain on the property.
 - 2. Arrange for removal of wires running to and on property. Remove pipes and sewers in accordance with instructions of above owners.
- B. Locate and cap all irrigation lines so system remains usable during construction.

3.3 PERFORMANCE

- A. Execute work in orderly and careful manner, with due consideration for neighbors and the public.
- B. Concrete And Paving Removal:
 - 1. Saw cut joints between material to be removed and material to remain to full depth.
 - 2. Hand-excavate trench 12 inches (300 mm) wide and 16 inches (400 mm) deep along concrete or paving to be removed. Cut roots encountered with saw, axe, or pruner. Do not cut roots with excavating equipment. Remove roots under concrete and paving to be replaced down to 12 inches (300 mm) below finish grade.

3.4 CLEANING

- A. Keep streets and roads reasonably clean, and sweep daily.
- B. Sprinkle demolition rubbish and debris as necessary to lay dust.
- C. Promptly remove demolition materials, rubbish, and debris from property.

END OF SECTION

SECTION 02 4119**SELECTIVE STRUCTURE DEMOLITION****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Demolition and removal of selected portions of building or structure.
- B. Reference Standards:
 - 1. National Fire Protection Association / American National Standards Institute:
 - a. NFPA 241, 'Standard for Safeguarding Construction, Alteration, and Demolition Operations', 2009 Edition.
 - 2. American National Standards Institute / American Society of Safety Engineers:
 - a. ANSI / ASSE A10.6-2006, 'Safety Requirements for Demolition Operations.'

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Storage of removed items or materials will not be permitted on-site.
- B. Scheduling:
 - 1. Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, on Schedule specified in Section 01 3200.

1.3 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
 - 1. Comply with governing EPA notification regulations before beginning selective demolition.
 - 2. Comply with hauling and disposal regulations of authorities having jurisdiction.
 - 3. Standards: Comply with ANSI A10.6 and NFPA 241.

1.4 FIELD CONDITIONS

- A. Existing Conditions:
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 2. Prior to demolition, the Contractor shall obtain verification from the utility owner(s) that the existing utilities, including electrical, wastewater, and/or water facilities, are not operational and are ready for demolition.
 - 3. The Contractor shall examine the various Drawings, visit the site, determine the extent of the Work, the extent of work affected therein, and all conditions under which he is required to perform the various operations.

PART 2 - PRODUCTS: Not Used**PART 3 - EXECUTION****3.1 EXAMINATION**

A. Verification Of Conditions:

1. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
 - a. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

B. Evaluation And Assessment:

1. Hazardous Materials:
 - a. It is not expected that hazardous materials will be encountered in the Work. Identified hazardous materials will be removed by Owner before start of the Work.
 - b. If materials suspected of containing hazardous materials are encountered, do not disturb and immediately notify Architect.
2. Inventory and record condition of items to be removed and reinstalled.
3. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure nature and extent of conflict. Promptly submit written report to Architect.
4. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 PREPARATION

A. Temporary Facilities:

1. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
2. Maintain fire-protection facilities in service during selective demolition operations.

B. Temporary Shoring if needed:

1. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
2. Strengthen or add new supports when required during progress of selective demolition.

C. Utility Services:

1. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
2. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - a. Arrange to shut off indicated utilities with utility companies.
 - b. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 SELECTIVE DEMOLITION

A. General:

1. Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

2. Demolish and remove existing construction only to extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - a. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - b. Conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, roadways, other facilities, and persons.
 - c. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - d. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 - e. Maintain adequate ventilation when using cutting torches.
 - f. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - g. Dispose of demolished items and materials promptly.
- B. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Protect items from damage during transport and storage.
 3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- C. Existing Items to Remain:
1. Protect construction indicated to remain against damage and soiling during selective demolition.
 2. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition,
 3. Protect in place the utility service, fence, tree, or device during the prosecution of the demolition work as specified.
 4. Where indicated on the Drawings, the designated facilities shall remain intact and in service during the prosecution of the demolition work.
- D. Damage:
1. Promptly repair damage caused to adjacent facilities by demolition operations as directed by the City at no cost to the City.

3.4 TRAFFIC AND ACCESS

- A. Conduct work to ensure minimum interference with on-site and off-site roads, streets, sidewalks, and occupied or used facilities.
- B. Do not close or obstruct streets, sidewalks, or other occupied or used facilities without permission from the City. Provide alternate routes around closed or obstructed traffic in access ways.
- C. Coordinate truck routing and timing with City.

3.5 CLEANING

- A. General:
 1. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations.
 2. Return adjacent areas to condition existing before selective demolition operations began.

B. Waste Management:

1. All material, equipment, rubble, debris, and other products of the demolition shall become the property of the Contractor for his disposal off-site in accordance with all applicable laws and ordinances at the Contractor's expense. The sale of salvageable materials by the Contractor shall only be conducted off-site. The sale of removed items on the site is prohibited by the City
2. Disposal of Demolished Materials:
 - a. Remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill. Do not burn demolished materials.
 - 1) Do not allow demolished materials to accumulate on-site.
 - 2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3) Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

END OF SECTION

DIVISION 03: CONCRETE

03 3000 CAST-IN-PLACE CONCRETE

03 3111 CAST-IN-PLACE STRUCTURAL CONCRETE

END OF TABLE OF CONTENTS

SECTION 03 3111**CAST-IN-PLACE STRUCTURAL CONCRETE****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
1. Furnish and install concrete work as described in Contract Documents including:
 - a. Quality of concrete used on Project but furnished under other Sections.
 - b. Concrete mix information and use of admixtures.
 - c. Field Quality Control Testing and Inspection requirements for concrete.
 - d. Sealants and curing compounds used with concrete.
- B. Products Installed But Not Furnished Under This Section:
1. Concrete accessories.
 2. Detectable warning panels.

1.2 REFERENCES

- A. Association Publications:
1. American Concrete Institute, Farmington Hills, MI www.concrete.org. Abstracts of ACI Periodicals and Publications.
 - a. ACI 117.1R-14: 'Guide for Tolerance Compatibility in Concrete Construction'.
 - b. Certifications:
 - 1) ACI CP-1(16), '*Technical Workbook for ACI Certification of Concrete Field Testing Technician-Grade 1*'.
 - 2) ACI CP-10(10), '*Craftsman Workbook for ACI Certification of Concrete Flatwork Technician/Finisher*'.
 - 3) ACI CP-19(16), '*Technical Workbook for ACI Certification of Concrete Strength Testing Technician*'.
- B. Definitions:
1. Cold Weather, as referred to in this Section, is four (4) hours with ambient temperature below 40 deg F (4.4 deg C) in twenty-four (24) hour period.
 2. Floor Flatness (F_F): Rate of change in elevation of floor over 12 inches (305 mm) section.
 3. Floor Levelness (F_L): Measures difference in elevation between two points which are 10 feet (3.05 m) apart.
 4. Hot Weather, as referred to in this Section, is ambient air temperature above 100 deg F (38 deg C) or ambient air temperature above 90 deg F (32 deg C) with wind velocity 8 mph (12.9 kph) or greater.
- C. Reference Standards:
1. American Association of State and Highway Transportation Officials:
 - a. AASHTO M 153-06 (2016), 'Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction'.
 2. American Concrete Institute
 - a. ACI 117-10 (R2015): 'Specifications for Tolerances for Concrete Construction and Materials and Commentary'.
 - b. ACI 305.1-14, 'Specification for Hot Weather Concreting'.
 - c. ACI 306.1-90 (R2002), 'Standard Specification for Cold Weather Concreting'.
 - d. ACI 318-14, 'Building Code Requirements for Structural Concrete' (ACI 318) and 'Commentary on Building Code Requirements for Structural Concrete' (ACI 318R).

3. ASTM International:
 - a. ASTM C31/C31M-19, 'Standard Practice for Making and Curing Concrete Test Specimens in the Field'.
 - b. ASTM C33/C33M-18, 'Standard Specification for Concrete Aggregates'.
 - c. ASTM C39/C39M-18, 'Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens'.
 - d. ASTM C94/C94M-17a, 'Standard Specification for Ready-Mixed Concrete'.
 - e. ASTM C140/C140M-18a, 'Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units'.
 - f. ASTM C143/C143M-15a, 'Standard Test Method for Slump of Hydraulic-Cement Concrete'.
 - g. ASTM C150/C150M-18, 'Standard Specification for Portland Cement'.
 - h. ASTM C172/C172M-17, 'Standard Practice for Sampling Freshly Mixed Concrete'.
 - i. ASTM C173/C173M-16, 'Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method'.
 - j. ASTM C192/C192M-18, 'Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory'.
 - k. ASTM C231/C231M-17a, 'Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method'.
 - l. ASTM C260/C260M-10a(2016), 'Standard Specification for Air-Entraining Admixtures for Concrete'.
 - m. ASTM C330/C330M-17a, 'Standard Specification for Lightweight Aggregates for Structural Concrete'.
 - n. ASTM C494/C494M-17, 'Standard Specification for Chemical Admixtures for Concrete'.
 - o. ASTM C496/C496M-17, 'Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens'.
 - p. ASTM C567/C567M-14, 'Standard Test Method for Determining Density of Structural Lightweight Concrete'.
 - q. ASTM C595/C595M-18, 'Standard Specification for Blended Hydraulic Cements'.
 - r. ASTM C618-19, 'Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete'.
 - s. ASTM C1077-17, 'Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation'.
 - t. ASTM C1157/C1157M-17, 'Standard Performance Specification for Hydraulic Cement'.
 - u. ASTM D1751-18, 'Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)'.
 - v. ASTM E329-18: 'Standard Specification for Agencies Engaged in Construction Inspection and/or Testing'.
 - w. ASTM E1155-14, 'Standard Test Method for Determining F_F Floor Flatness and F_L Floor Levelness Numbers'.
4. California Building Code (CBC) (2016 or latest approved edition):
 - a. CBC Chapter 17, 'Special Inspections And Tests'.
 - 1) Section 1704, 'Special Inspections And Tests, Contractor Responsibility And Structural Observations'.
 - 2) Section 1705, 'Required Special Inspection And Tests'.
 - a) Section 1705.2, 'Steel Construction'.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Scheduling:
 1. Notify Testing Agency and Architect twenty-four (24) hours minimum before placing concrete.

1.4 SUBMITTALS

- A. Action Submittals:
 1. Joint layout plan for control and expansion joints for sidewalks, curbs, and gutters for written approval before starting work on this Section.
 2. Detectable warning panels:

- a. Layout plan and joints location for written approval before starting work on this Section.
- B. Informational Submittals:
1. Certificates:
 - a. Installers:
 - 1) Certification for National Ready Mixed Concrete Association (NRMCA).
 - 2) Certification for ACI-certified Flatwork Finishers and Technicians.
 2. Design Data:
 - a. Mix Design:
 - 1) Furnish proposed mix design to Architect for review prior to commencement of Work.
 - a) Include density (unit weight) and void content determined per ASTM C1688/C1688M for fresh mixed properties and per ASTM C140/C140M for hardened concrete properties.
 - b) Mix design shall show proposed admixture, amount, usage instructions, and justification for proposed use.
 - b. Ready-Mix Supplier:
 - 1) Require mix plant to furnish delivery ticket for each batch of concrete. Keep delivery tickets at job-site for use of Owner or his representatives. Tickets shall show following:
 - a) Name of ready-mix batch plant.
 - b) Serial number of ticket.
 - c) Date and truck number.
 - d) Name of Contractor.
 - e) Name and location of Project.
 - f) Specific class or designation of concrete conforming to that used in Contract Documents.
 - g) Amount of concrete.
 - h) Amount and type of cement.
 - i) Total water content allowed by mix design.
 - j) Amount of water added at plant.
 - k) Sizes and weights of sand and aggregate.
 - l) Time loaded.
 - m) Type, name, manufacturer, and amount of admixtures used.
 - n) Design Data.
 - 2) Provide certificates with supporting testing reports verifying compliance with Contract Document requirements and that materials provided are from single source for following:
 - a) Cement.
 - b) Aggregate.
 - c) Fly Ash.
 3. Source Quality Control Submittals:
 - a. Concrete mix design: Submit mix designs to meet following requirements:
 - 1) Mix Type A:
 - a) General purpose concrete type mix used for footings and for exterior concrete (excluding concrete paving) where not subject to freeze/thaw cycles and deicing or where higher strength is needed due to soil conditions.
 - b) 3000 psi (20.68 MPa) minimum at twenty-eight (28) days.
 - c) Water / Cementitious Material: 0.45 to 0.50 by weight.
 - 2) Air Entrainment: Six (6) percent, plus or minus 1-1/2 percent for exterior concrete and foundation walls exposed to freeze/thaw cycles.
 - 3) Do not add water any time during mixing cycle above amount required to meet specified water / cement ratio. No reduction in amount of cementitious material is allowed.
 - b. Slump:
 - 1) 4 inch (100 mm) slump maximum before addition of high range water reducer.
 - 2) 8 inch (200 mm) slump maximum with use of high range water reducer.
 - c. Admixtures:
 - 1) Mix design shall show proposed admixture, amount, usage instructions, and justification for proposed use. Do not use any admixture without Architect's written approval.
 - 2) Fly ash: Amount of specified Class F (or Class C where Class F is not available) fly ash not to exceed twenty-five (25) percent of weight of cementations materials may used.

- 3) Chemical:
 - a) Specified accelerator or retarder may be used if necessary, to meet environmental conditions.
 - b) Special additives to promote rapid drying concrete, or moisture vapor reduction (MVRA), may be used in interior concrete slabs on grade and elevated concrete decks that will receive flooring if necessary, to meet construction schedules.
- C. Closeout Submittals:
1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
 - a. Record Documentation:
 - 1) Pour Reports:
 - a) Provide report that records following information:
 - b) Date and time of start of pour, Date and time of end of pour, and Date and time of end of finishing procedures.
 - c) Temperature at start of pour, Temperature at end of Pour, and Maximum temperature during performance of finishing procedures.
 - d) Wind speed at start of pour, Wind speed at end of pour, and Maximum wind speed during performance of finishing procedures.
 - e) Humidity at start of pour, Humidity at end of pour, and High and low humidity during performance of finishing procedures.
 - f) Cloud cover at start of pour, Cloud cover at end of pour, and High and low cloud cover during performance of finishing procedures.
 - g) Screeding method and equipment used.
 - h) Saw cut method and equipment used.
 - 2) Testing and Inspection Reports:
 - a) Testing Agency Testing and Inspecting Reports of concrete.
 - 3) Warranty. Submit rapid concrete drying or MVRA manufacturer warranties for concrete moisture vapor emission induced flooring failure and adhesion; ensure both have been completed in project's name and registered with manufacturer.
 - a) Provide warranty to cover cost of flooring failures due to moisture migration from slabs for life of concrete. Include cost of repair or removal of failed flooring, placement of topical moisture remediation system, and replacement of flooring with comparable flooring system.
 - b) Provide stand-alone adhesion warranty matching duration of flooring adhesive or primer manufacturer's material defect warranty.

1.5 QUALITY ASSURANCE

- A. Qualifications: Requirements of Section 01 4301 applies, but is not limited to following:
1. Installers and Installation Supervisor:
 - a. ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
 2. Ready-Mix Supplier:
 - a. Comply with ASTM C94/C94M requirements and be certified according to NRMCA's 'Certification of Ready Mixed Concrete Production Facilities'.
 3. Testing Agencies:
 - a. Independent agency qualified according to ASTM C1077 and ASTM E329.
 - 1) Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technicians, Grade I according to ACI CP-1 or equivalent certification program.
 - 2) Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be ACI-certified Concrete Laboratory Testing Technician - Grade II.
- B. Testing And Inspection:
1. Owner is responsible for Quality Assurance. Quality assurance performed by Owner will be used to validate Quality Control performed by Contractor.
 2. Owner will provide Testing and Inspection on concrete:

- a. Owner will employ testing agencies to perform testing and inspection on concrete.

PART 2 - PRODUCTS

2.1 SYSTEM

A. Manufacturers:

1. Manufacturer Contact List:
 - a. Aridus Admixture by US Concrete, Euless, TX www.us-concrete.com/aridus/.
 - b. BASF (Construction Chemicals Division), Cleveland, OH www.master-builders-solutions.basf.us/en-us.
 - c. Bonsal American, Charlotte, NC www.bonsal.com.
 - d. Concure Systems Admixture by Concure Systems, Phoenix, AZ www.ConcureSystems.com.
 - e. Dayton Superior Specialty Chemicals, Kansas City, KS www.daytonsuperiorchemical.com.
 - f. Euclid Chemical Company, Cleveland, OH www.euclidchemical.com.
 - g. Fritz-Pak Concrete Admixtures, Dallas, TX www.fritzpak.com.
 - h. GCP Applied Technologies, Cambridge, MA www.gcpat.com/construction/en-us.
 - i. ISE Logik Industries, Gulfport, MS www.iselogik.com.
 - j. Kryton International Inc., Vancouver, British Columbia, Canada www.kryton.com.
 - k. L & M Construction Chemicals, Omaha, NE www.lmcc.com.
 - l. Larsen Weldcrete by Larsen Products Corp, Rockville, MD www.larsenproducts.com.
 - m. Sika Corporation, Lyndhurst, NJ www.sikaconstruction.com and Sika Canada, Pointe Claire, QC www.sika.ca.
 - n. Unitex, Kansas City, MO www.unitex-chemicals.com.
 - o. U S Mix Products Co, Denver, CO www.usspec.com.
 - p. W R Meadows, Hampshire, IL www.wrmeadows.com.

B. Performance:

1. Design Criteria: Conform to requirements of ASTM C94/C94M unless specified otherwise:
2. Capacities:
 - a. For testing purposes, following concrete strengths are required:
 - 1) At 7 days: 70 percent minimum of 28 day strengths.
 - 2) At 28 days: 100 percent minimum of 28 day strengths.

C. Materials:

1. Hydraulic Cement: Meet requirements of ASTM C150/C150M, Type **<Insert Type>**.
 - a. Meet requirements of ASTM C595/C595M, Type **<Insert Type>**.
 - b. Meet requirements of ASTM C1157/C1157M, Type **<Insert Type>**.
2. Aggregates:
 - a. General:
 - 1) Submit a letter on quarry's letterhead that certifies all aggregate for concrete complies with the requirements of this section. Material certificates which are submitted shall be signed by both the materials producer and the contractor, certifying that materials comply with or exceed requirements specified herein to the Architect, Civil and Structural Engineering Consultant and the Independent Testing Laboratory for review and approval.
 - 2) Aggregates for all concrete shall come from a quarry that is DOT approved and meets or exceeds durability Class I aggregate. The quarry shall submit a letter to Engineer that certifies that all aggregate complies with DOT requirements for durability. Aggregate not meeting DOT durability requirements shall not be used.
 - b. Coarse:
 - 1) Meet requirements of ASTM C33/C33M or nonconforming aggregate that by test or actual service produces concrete of required strength and conforms to local governing codes.
 - 2) Aggregate shall be uniformly graded by weight.

- c. Fine:
 - 1) Meet requirements of ASTM C33/C33M.
 - 2) Aggregate shall be uniformly graded by weight.
- 3. Water: Clear, apparently clean, and potable.
- 4. Admixtures And Miscellaneous:
 - a. Fly Ash:
 - 1) Meet requirements of ASTM C618, Class F (or Class C where Class F is not available) and with loss on ignition (LOI) of three (3) percent maximum.
 - b. Chemical:
 - 1) No admixture shall contain calcium chloride nor shall calcium chloride be used as an admixture. All chemical admixtures used shall be from same manufacturer and compatible with each other.
 - 2) Air Entraining Admixture:
 - a) Meet requirements of ASTM C260/C260M.
 - 3) Water Reducing Admixture:
 - a) Meet requirements of ASTM C494/C494M, Type A and containing not more than 0.05 percent chloride ions.
 - b) Type Two Acceptable Products:
 - (1) Equal as approved by Architect before use. See Section 01 6200.
 - 4) Water Reducing, Retarding Admixture:
 - a) Meet requirements of ASTM C494/C494M, Type D and contain not more than 0.05 percent chloride ions.
 - b) Acceptable Products:
 - (1) Equal as approved by Architect before use. See Section 01 6200.
 - 5) High Range Water Reducing Admixture (Superplasticizer):
 - a) Meet requirements of ASTM C494/C494M, Type F or G and containing not more than 0.05 percent chloride ions.
 - b) Acceptable Products:
 - (1) Equal as approved by Architect before use. See Section 01 6200.
 - 6) Non-Chloride, Non-Corrosive Accelerating Admixture:
 - a) Meet requirements of ASTM C494/C494M, Type C or E and containing not more than 0.05 percent chloride ions.
 - b) Acceptable Products:
 - (1) Equal as approved by Architect before use. See Section 01 6200.
 - 7) Corrosion Inhibiting Admixture:
 - a) Liquid admixture to inhibit corrosion of steel reinforcement in concrete by introducing proper amount of anodic inhibitor. Admixture shall contain thirty (30) percent calcium nitrite solution and shall be used where called for in specifications or on drawings.
 - b) Acceptable Products:
 - (1) Eucon CIA by Euclid.
 - (2) DCI or DCI-S by GCP Applied Technologies.
 - (3) Equal as approved by Architect before use. See Section 01 6200.
 - 8) Alkali-Silica Reactivity Inhibiting Admixture:
 - a) Specially formulated lithium nitrate admixture for prevention of alkali-silica reactivity (ASR) in concrete. Admixture must have test data indicating conformance to ASTM C1293.
 - b) Acceptable Products:
 - (1) Eucon Integral ARC by Euclid.
 - (2) RASIR by W R Grace.
 - (3) Equal as approved by Architect before use. See Section 01 6200.
 - 9) Viscosity Modifying Admixture (VMA):
 - a) Liquid admixture used to optimize viscosity of Self-Consolidating Concrete (SCC). Subject to compliance with requirements, provide following at dosage rates per manufacturer's recommendation.
 - b) Acceptable Products:
 - (1) Equal as approved by Architect before use. See Section 01 6200.
 - 10) Shrinkage Reducing Admixture (SRA):

- a) Liquid admixture specifically designed to reduce drying shrinkage and potential for cracking.
- b) Acceptable Products:
 - (1) Equal as approved by Architect before use. See Section 01 6200.
- 11) Rapid Drying Admixture in Interior Concrete Slabs on Grade:
 - a) Admixture specifically designed to promote rapid drying of concrete.
 - b) Acceptable Products:
 - (1) Equal as approved by Architect before use. See Section 01 6200.
- 12) Moisture Vapor Reduction Admixture (MVRA):
 - a) Liquid, inorganic, ASTM C494/C494M Type S Admixture free of volatile organic compounds (VOCs); specifically formulated to close capillary systems formed during concrete placement and to reduce moisture vapor emission and transmission with no adverse effect on concrete properties or finish flooring.
 - b) Acceptable Products:
 - (1) MVRA 900 by ISE Logik Industries: www.iselogik.com.
 - (2) Concure Systems Admixture by Concure Systems, Phoenix, AZ www.ConcureSystems.com.
 - (3) Equal as approved by Architect before use. See Section 01 6200.
- 13) Waterproofing Admixture: Admixture formulated to reduce permeability to liquid water, with no adverse effect on concrete properties:
 - a) Functioning by growth of crystals in capillary pores.
 - b) Permeability of Cured Concrete: No measurable leakage when tested in accordance with COE CRD-C 48 at 200 feet of head; provide test reports.
 - c) Acceptable Products:
 - (1) CWPA 800 by ISE Logik Industries: www.iselogik.com.
 - (2) Krystol Internal Membrane (KIM) by Kryton: www.kryton.com.
 - (3) Equal as approved by Architect before use. See Section 01 6200.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification Of Conditions:

- 1. Concrete:
 - a. Verify dimensions and spot elevations for locations of walkways are correct before concrete is placed.
 - 1) Notify Architect of incorrect dimensions or spot elevations in writing.
 - 2) Do not place concrete until corrections are made and verified.

3.2 PREPARATION

A. Concrete Mixing:

- 1. General:
 - a. All concrete shall be machine mixed.
 - b. Water gauge shall be provided to deliver exact predetermined amount of water for each batch.
 - c. Reliable system must be employed to insure that no less than predetermined amount of cement goes into each batch.
 - d. Re-tempering partly set concrete will not be permitted.
- 2. Transit Mix:
 - a. Transit mix concrete may be used provided it conforms to Specifications and tests herein described and ASTM C94/C94M.
 - b. Central plant producing concrete and equipment transporting it are suitable for production and transportation of controlled concrete and plant is currently approved by local state DOT.

- c. Maximum elapsed time between time of introduction of water and placing shall be one (1) hour.
 - d. Minimum time of mixing shall be one (1) minute per cubic yard after all material, including water, has been placed in drum, and drum shall be reversed for an additional two (2) minutes.
 - e. Mixing water shall be added only in presence of Inspecting Engineer or inspector employed by Testing Agency.
 - f. Trucks shall not be overloaded in excess of rated capacity as recommended by manufacturer.
3. Cold Weather Concreting Procedures:
- a. General Requirements:
 - 1) Materials and equipment required for heating and protection of concrete shall be approved and available at Project site before beginning cold weather concreting.
 - 2) Forms, reinforcement, metallic embedments, and fillers shall be free from snow, ice, and frost. Surfaces that will be in contact with newly placed concrete, including sub-grade materials, shall be 35 deg F (2 deg C) minimum at time of concrete placement.
 - 3) Thaw sub-grade 6 inches (150 mm) deep minimum before beginning concrete placement. If necessary, re-compact thawed material.
 - 4) Use no frozen materials or materials containing ice.
 - 5) See ACI 306.1 'Standard Specification for Cold Weather Concreting' for additional requirements.
4. Hot Weather Concreting Procedures:
- a. General:
 - 1) Maximum concrete temperature allowed is 90 deg F (32 deg C) in hot weather.
 - 2) Cool aggregate and subgrades by sprinkling.
 - 3) Avoid cement over 140 deg F (60 deg C).
 - 4) Use cold mixing water or ice.
 - 5) Use fog spray or evaporation retardant to lessen rapid evaporation from concrete surface.
 - 6) See ACI 305.1 'Specification for Hot Weather Concreting' for additional requirements.
- B. Removal:
1. Remove water and debris from space to be placed.

3.3 INSTALLATION

- A. Placing Concrete:
1. General:
 - a. Place as soon after mixing as possible.
 - b. Deposit as nearly as possible in final position.
 - c. No concrete shall be deposited in water.
 - d. Placing of concrete shall be continuous until panel or section is complete.
 - e. Compact concrete in forms by vibrating and other means where required.
 - 1) Thoroughly consolidate concrete around reinforcing bars (Consolidation not required in concrete around reinforcing bars with Mix Type G).
 - 2) Use and type of vibrators shall conform to ACI 309.
 - f. Form vertical surfaces full depth. Do not allow concrete to flow out from under forms in any degree into landscaped areas.
 - g. Consolidate concrete thoroughly.
 - h. Do not embed aluminum in concrete.
 - i. Do not use contaminated, deteriorated, or re-tempered concrete.
 - j. Avoid accumulation of hardened concrete.
 - k. Dusting with cement not permitted.
 - l. Sidewalks And Landings:
 - 1) Slope with cross slope of 1/8 to 1/4 inch per ft (3 to 6 mm per 300 mm) (one to two percent) in direction of intended drainage.
 - 2) Slope away from building 1/8 to 1/4 inch per ft (3 to 6 mm per 300 mm) (one to two percent) minimum.

- 3) Concrete walks shall be screeded to bring surface to grades and lines as indicated. Surface shall be floated with wood float with no coarse aggregate showing and then given broom finish before concrete sets.
- 2. Joints:
 - a. Control Joints (Contraction Joints):
 - 1) Form control joints with early-entry, dry-cut saws as soon as final trowel operations are complete, and joints can be cut without raveling.
 - 2) Control joints in Concrete Paving are specified in Section 32 1313.
 - 3) Depth of control joints shall be approximately one quarter of concrete slab thickness, but not less than one inch (25 mm).
 - 4) Control joints to be hand tooled in sidewalks, curbs and gutters, mow strips, and aprons.
 - 5) Table One:

Concrete Control Joint On-Center Spacing (+/-)		
Sidewalks	4 feet to 6 feet	1.2 meters to 1.8 meters

- 3. Bonding Fresh And Hardened Concrete:
 - a. Re-tighten forms.
 - b. Roughen surfaces.
 - c. Clean off foreign matter and laitance.
 - d. Wet but do not saturate.
 - e. Slush with neat cement grout or apply bonding agent.
 - f. Proceed with placing new concrete.
- 4. Anchor Bolts:
 - a. Place anchor bolts not tied to reinforcing steel immediately following leveling of concrete. Reconsolidate concrete around bolt immediately after placing bolt.
 - b. Do not disturb bolts during finishing process.
- B. Finishing:
 - 1. Exterior Concrete Flatwork:
 - a. Sidewalks And Miscellaneous:
 - 1) After completion of final floating, performed immediately after screeding and when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:
 - a) Provide fine hair finish where grades are less than 6 percent 1-1/4 inch (32 mm).
 - b) Provide rough hair finish where grades exceed 6 percent 1-1/4 inch (32 mm).
 - c) Broom finish, by drawing broom across concrete surface, perpendicular to line of traffic. Repeat operation if required to provide fine line texture acceptable to Architect. At curb and gutter, apply broom finish longitudinal to curb and gutter flowline.
 - d) On inclined slab surfaces, provide coarse, non-slip finish by scoring surface with stiff-bristled broom, perpendicular to line of traffic. At curb and gutter, apply broom finish longitudinal to curb and gutter flowline.
 - e) Do not remove forms for twenty-four (24) hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by Architect.
 - f) Round edges exposed to public view to 1/2 inch (13 mm) radius, including edges formed by expansion joints.
 - g) Remove edger marks.
- C. Tolerances:
 - 1. General:
 - a. Tolerances shall conform to requirements of ACI 117 or CSA A23.1/A23.2, except where specified differently:

- 1) Floor test surfaces shall be measured and reported within seventy two (72) hours after completion of slab concrete finishing operations and before removal of any supporting shores to eliminate any curling effect F-numbers.
- b. Maximum Variation Tolerances:
 - 1) Table Three:

Maximum Variation Tolerances		
Thickness, standard	plus 3/8 inch, minus 1/4 inch	plus 9.5 mm, minus 3 mm
Plan, 0 - 20 feet	1/2 inch	12.7 mm
Plan, 40 feet or greater	3/4 inch	19 mm
Openings, size	minus 1/4 inch, plus one inch	minus 6 mm, plus 25.4 mm
Openings, location	plus / minus 1/2 inch at center	plus / minus 12.7 mm at center
Plumb	1/2 inch maximum	12.7 mm maximum

3.4 FIELD QUALITY CONTROL

A. Field Tests And Inspections:

1. Concrete:
 - a. Testing Agency shall provide testing and inspection for concrete as per ASTM C1077.
 - b. Testing and inspections, if performed, will include following:
 - 1) Periodic inspection verifying use of required design mix.
 - 2) Inspection at time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests, and determine temperature of concrete.
 - 3) Inspection of concrete placement for proper application techniques.
 - a) Steel tools are not to be used on exterior concrete.
 - 4) Periodic inspection for maintenance of specified curing temperature and techniques:
 - a) Steel tools are not to be used on exterior concrete. Bull floating and finish floating is to be performed with magnesium or wood floats.
 - 5) Periodic inspect of formwork for shape, location and dimensions of concrete member being formed:
 - a) Certified Inspector shall inspect forms for general location, configuration, camber, shoring, sealing of form joints, correct forming material, concrete accessories, and form tie locations.
 - 6) Periodic inspection of concrete finishing operations for proper finishing techniques.
 - 7) Periodic inspection for placement of specified curing compounds.
 - c. Testing Agency will sample and test during placement of concrete as directed by Architect and may include following:
 - 1) Sampling Fresh Concrete: ASTM C172/C172M, except modified for slump to comply with ASTM C94/C94M:
 - a) Slump: ASTM C143/C143M, test each time set of compressive specimens are made.
 - b) Air Content: ASTM C173/C173M, volumetric method for lightweight or normal weight concrete: ASTM C231/C231M, pressure method for normal weight concrete each time set of compression test specimens are made.
 - c) Concrete Temperature: Test each time set of compressive specimens are made.
 - d) Unit Weight: ASTM C567/C567M, test each time set of compressive specimens are made.
 - 2) Concrete moisture and alkalinity testing. See Section 09 0503 Flooring Substrate Preparation.
 - d. Compression Test Specimen: ASTM C31/C31M, one (1) set of four (4) standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
 - e. Compressive Strength Tests: ASTM C39/C39M:
 - 1) Obtain one (1) composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd (4 cu m), but less than 50 cu. yd (38 cu m), plus one (1) set for each additional 50 cu. yd (38 cu m) or fraction thereof.

- 2) One (1) specimen tested at seven (7) days, two (2) specimens tested at twenty-eight (28) days, and one (1) specimen retained in reserve for later testing if required.
 - 3) If strength of field-cured cylinders is less than eighty-five (85) percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing in-place concrete.
 - 4) Strength level of concrete will be considered satisfactory if averages of sets of three (3) consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi (3.45 MPa).
- f. Samples:
- 1) Fresh Concrete: ASTM C172/C172M except modified for slump to comply with ASTM C94/C94M.
 - a) Slump: ASTM C143/C43M, test each time set of compressive specimens are made.
 - b) Air Content: ASTM C173/C173M, volumetric method for lightweight or normal weight concrete: ASTM C231/C231M, pressure method for normal weight.
 - c) Concrete Temperature: Test each time set of compressive specimens are made.
 - d) Unit Weight: ASTM C567/C567M, test each time set of compressive specimens are made.
- B. Non-Conforming Work: Non-conforming work as covered in the General Conditions applies, but is not limited to the following:
1. Correct any work found defective or not complying with contract document requirements at no additional cost to the Owner.

3.5 CLEANING

- A. General:
1. Curing:
 - a. Clean tools, equipment as directed by Manufacturer's instructions.
 2. Detectable Warning Panels:
 - a. Clean panel(s) in accordance with Manufacturer's cleaning instruction.

3.6 PROTECTION

- A. Concrete:
1. Protect concrete that has not received its initial set from precipitation to avoid excess water in mix and unsatisfactory surface finish.
 2. Do not allow materials resulting from construction activities, which will affect concrete or application of finish floor systems adversely, to come in contact with interior concrete slabs.
 3. Protect interior concrete floors from stains, paint, mortar and other construction activities.
- B. Curing:
1. Restrict foot or vehicle traffic as curing membrane dries as recommended by Manufacturer.

END OF SECTION

DIVISION 06: WOOD, PLASTICS, AND COMPOSITES

06 2000 FINISH CARPENTRY

- 06 2001 COMMON FINISH CARPENTRY REQUIREMENTS
- 06 2024 DOOR, FRAME, AND FINISH HARDWARE INSTALLATION

06 4000 ARCHITECTURAL WOODWORK

- 06 4005 PLASTIC LAMINATE
- 06 4116 PLASTIC LAMINATE FACED ARCHITECTURAL CABINETS

06 6000 PLASTIC FABRICATIONS

- 06 6413 PLASTIC PANELING (FRP)

END OF TABLE OF CONTENTS

SECTION 06 2001**COMMON FINISH CARPENTRY REQUIREMENTS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Furnish and install sealants required for items installed under this Section, as described in Contract Documents.
- B. Products Installed But Not Furnished Under This Section:
 - 1. Selected Building Specialties.
 - 2. Miscellaneous as specified elsewhere.
- C. Related Requirements:
 - 1. Section 07 9213: 'Elastomeric Joint Sealants' for quality of sealants, submittal and installation requirements.
 - 2. Sections in Division 10: Furnishing of Specialties.

1.2 REFERENCES

- A. Association Publications:
 - 1. Architectural Woodwork Institute / Architectural Woodwork Manufacturers Association of Canada / Woodwork Institute, 46179 Westlake Drive, Suite 120, Potomac Falls, VA www.awinet.org.
 - a. Architectural Woodwork Standards (AWS), 1st Edition, 2009'.
- B. Definitions:
 - 1. Grade: Unless otherwise noted, this term means Grade rules for Economy, Custom, and/or Premium Grade:
 - a. Economy Grade: The lowest acceptable grade in both material and workmanship requirements, and is for work where price outweighs quality considerations.
 - b. Custom Grade: Typically specified for and adequately covers most high-quality architectural woodwork, providing a well-defined degree of control over a project's quality of materials, workmanship, or installation.
 - c. Premium Grade: The highest Grade available in both material and workmanship where the highest level of quality, materials, workmanship, and installation is required.
- C. Reference Standards:
 - 1. ASTM International:
 - a. ASTM C578-11b, 'Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation'.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Manufacturers:
 - 1. Manufacturer Contact List:
 - a. Blum Inc, Stanley, NC www.blum.com.
 - b. Bommer Industries, Landrum, SC www.bommer.com.
 - c. Dow Chemical, Midland, MI www.dow.com.
 - d. Hafele America Co., Archdale, NC hafele.com.

- e. Ives, Indianapolis, IN www.iveshardware.com.
- f. Knape & Vogt, Grand Rapids, MI www.knapeandvogt.com
- g. SOSS Door Hardware (Division of Universal Industrial Products Company) Pioneer OH
www.soss.com.
- h. Stanley, New Britain, CT www.stanleyhardware.com
- i. TWP Inc., Berkley, CA www.twpinc.com.

B. Glue: Waterproof and of best quality.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification Of Conditions:
- 1. Verify walls, ceilings, floors, and openings are plumb, straight, in-line, and square before installing Architectural Woodwork.
 - 2. Report conditions that are not in compliance to Architect before starting installation.

3.2 PREPARATION

- A. Surface Preparation:
- 1. Install Architectural Woodwork after wall and ceiling painting is completed in areas where Architectural Woodwork is to be installed.
- B. Items Installed But Not Furnished Under This Section: Install in accordance with requirements specified in Section furnishing item.

3.3 INSTALLATION

- A. Special Techniques:
- 1. AWS Custom Grade is minimum acceptable standard, except where explicitly specified otherwise, for installation of architectural woodwork.
- B. General Architectural Woodwork Installation:
- 1. Fabricate work in accordance with measurements taken on Project site.
 - 2. Scribe, miter, and join accurately and neatly to conform to details.
 - 3. Exposed surfaces shall be machine sanded, ready for finishing.
 - 4. Allow for free movement of panels.
 - 5. Countersink nails. Countersink screws and plug those exposed to view.

END OF SECTION

SECTION 06 2024**DOOR, FRAME, AND FINISH HARDWARE INSTALLATION****PART 1 - GENERAL****1.1 SUMMARY**

- A. Products Installed But Not Furnished Under This Section:
 - 1. Flush wood doors.
 - 2. Metal door frames.
 - 3. Finish hardware.
- B. Related Requirements:
 - 1. Sections under 08 1000 heading: Furnishing of metal frames.
 - 2. Sections under 08 7000 heading: Furnishing of finish hardware.

1.2 REFERENCES

- A. Association Publications:
 - 1. Door and Hardware Institute (DHI) 14150 Newbrook Drive, Suite 200 Chantilly, VA www.dhi.org, *Installation Guide for Doors & Hardware* by Door & Hardware Institute.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Storage And Handling Requirements:
 - 1. Metal Frames:
 - a. Protect metal frames from damage before and during installation.

PART 2 - PRODUCTS: Not Used**PART 3 - EXECUTION****3.1 INSTALLATION**

- A. Hollow Metal Frames:
 - 1. Site Tolerances:
 - a. Squareness: 1/16 inch (1.6 mm) from top edge to opposite top edge.
 - b. Plumbness: 1/16 inch (1.6 mm) from top of jamb to bottom of jamb.
 - c. Alignment: 1/16 inch (1.6 mm) from plane of left side face of jamb to right side face of jamb.
 - d. Twist: 1/16 inch (1.6 mm) across throat of jamb plane measured across each face to plane of opposite jamb throat.
 - e. Finished Clearance Between Door And Frame:
 - 1) 1/16 inch (1.6 mm) at head and hinge jamb plus 1/16 inch (1.6 mm) maximum
 - 2) 1/8 inch (3 mm) at strike jamb plus or minus 1/16 inch (1.6 mm) maximum.
 - 3) 1/2 inch (12.7 mm) to top of finished floor surface or 1/4 inch (6 mm) to top of threshold, plus or minus 1/16 inch (1.6 mm) maximum.
- B. Doors:
 - 1. When Project is completed, doors shall not bind, stick, or be mounted so as to cause future hardware difficulties.

2. Do not impair utility or structural strength of door in fitting of door, applying hardware, or cutting and altering door louvers, panels, or other special details.
- C. Hardware:
1. General:
 - a. Install using set of Manufacturer's installation, adjustment, and maintenance instructions submitted with hardware under Section 08 7101. Follow as closely as possible.
 - b. Mount closers on jamb stop side of door in parallel arm configuration where it is physically possible to do so and not damage or hinder operation of door or closer.

3.2 FIELD QUALITY CONTROL

- A. Non-Conforming Work: Non-conforming work as covered in the General Conditions applies, but is not limited to the following:
1. Correct any work found defective or not complying with contract document requirements at no additional cost to the Owner.
 2. Door frames:
 - a. Door frames damaged by use of crowbar or other prying devices to set door frames shall be repaired or replaced at no additional cost to Owner.

END OF SECTION

SECTION 06 4005**PLASTIC LAMINATE****PART 1 - GENERAL****1.1 SUMMARY**

- A. Products Furnished But Not Installed Under This Section:
 - 1. Countertops for custom casework.
- B. Related Requirements:
 - 1. Section 06 2001: 'Common Finish Carpentry Requirements':
 - a. Installation of countertops for custom casework.
 - 2. Plumbing Fixtures.

1.2 REFERENCES

- A. Association Publications:
 - 1. Architectural Woodwork Institute / Architectural Woodwork Manufacturers Association of Canada / Woodwork Institute, 46179 Westlake Drive, Suite 120, Potomac Falls, VA www.awinet.org.
 - a. Architectural Woodwork Standards (AWS), 1st Edition, 2009.
- B. Definitions:
 - 1. Flame Spread: The propagation of flame over a surface.
 - 2. Flame Spread Index: The numerical value assigned to a material tested in accordance with ASTM E84 or UL 723 or CAN/ULC-S102.2.
 - 3. Grade: Unless otherwise noted, this term means Grade rules for Economy, Custom, and/or Premium Grade.
 - a. Premium Grade: Highest Grade available in both material and workmanship where highest level of quality, materials, workmanship, and installation is required.
 - 4. High-Pressure Decorative Laminate (HPDL): Laminated thermosetting decorative sheets intended for decorative purposes. Sheets consist essentially of layers of fibrous sheet material, such as paper, impregnated with thermosetting condensation resin and consolidation under heat and pressure. Top layers have decorative color or printed design. Exposed surface has attractive exposed surface that is durable and resistant to damage from abrasion and mild alkalis, acids, and solvents.
 - 5. Smoke-Developed Index: The numerical value assigned to a material tested in accordance with ASTM E84 or UL 723.
- C. Reference Standards:
 - 1. ASTM International:
 - a. ASTM E84-12, 'Standard Test Method for Surface Burning Characteristics of Building Materials'.
 - b. ASTM E162-12a, 'Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source'.
 - 2. Kitchen Cabinet Manufacturers Association:
 - a. ASTM/KCMA A161.1-2000 (R2006), 'Performance And Construction Standards For Kitchen And Vanity Cabinets'.
 - b. ANSI/KCMA A161.2-1998, 'Performance Standards for Fabricated High Pressure Decorative Laminate Countertops'.
 - 3. National Electrical Manufacturer's Association / American National Standards Institute:

- a. ANSI/NEMA LD-3-2005, 'High Pressure Decorative Laminates'.
- 4. Underwriters Laboratories, Inc.:
 - a. UL 723: 'Standard for Safety Test for Surface Burning Characteristics of Building Materials'; Tenth Edition September 10 2008 (Revision: September 13, 2010).

1.3 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data:
 - a. Color selections.
 - b. Manufacturer's technical data sheet.
- B. Informational Submittals:
 - 1. Certificates:
 - a. Provide Manufacturer's certification of compliance to ANSI/NEMA LD 3.
 - 2. Test And Evaluation Reports:
 - a. Test reports: Certified test reports showing compliance with specified performance characteristics and physical properties for Quality Assurance if requested by Owner or Architect.
- C. Closeout Submittals:
 - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
 - a. Record Documentation:
 - 1) Manufacturers documentation:
 - a) Manufacturer's literature for plastic laminate.
 - b) Color selections.

1.4 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
 - 1. Fire-Test-Response Characteristics: Provide plastic laminate with surface burning characteristics as determined by testing identical products by qualified testing agency.
 - a. Surface-Burning Characteristics:
 - 1) Plastic Laminate shall have Class A flame spread rating in accordance with ASTM E84 or UL 723 Type 1.
 - a) Class A (Flame spread index 0-25; Smoke-developed index 0-450).
 - b) Flash point: None.

1.5 WARRANTY

- A. Manufacturer Extended Warranty:
 - 1. Approved Fabricator's written guarantee that all Goods and Services will be free from defects in materials and workmanship for a period of five (5) years from date of substantial completion.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fabricators:
 - 1. Approved Fabricators. See Section 06 4001 for Approved Fabricators.

- B. Manufacturers:
1. Acceptable Manufacturers:
 - a. Formica, Cincinnati, OH www.formica.com
 - b. Nevamar, Odenton, MD www.nevamar.com.
 - c. Pionite Decorative Surfaces, Auburn, ME www.pionite.com.
 - d. WilsonArt, Temple, TX www.wilsonart.com
 - e. Equal as approved by Architect before bidding. See Section 01 6200.
- C. Plastic Laminates:
1. Design Criteria:
 - a. Countertops:
 - 1) Post-formed front edge and backsplash, except where detailed otherwise, with plastic laminate meeting requirements of ANSI/NEMA LD 3: PF 42.
 - a) Vertical Applications: GP 28.
 - b) Horizontal (other than countertops): GP 38.
 - 2) No raised lip on front edge.
 - b. Balancing Material: BK 20.
 - c. AWS Quality Grade: Premium.
 2. Assemblies:
 - a. Countertops shall meet requirements of KCMA A161.1 and A161.2.
 - b. Adhesives for other than post-formed types shall be spray grade, high heat resistant, neoprene contact adhesive.
 3. Approved Colors. See Section 01 6200
 - a. As selected by Owner from manufacturers standard colors.

PART 3 - EXECUTION: Not Used

END OF SECTION

SECTION 06 4116**PLASTIC LAMINATE FACED ARCHITECTURAL CABINETS****PART 1 GENERAL****1.1 SUMMARY**

- A. Products Supplied But Not Installed Under This Section
 - 1. Custom casework
- B. Related Sections
 - 1. Section 062001 - Installation
 - 2. Section 06 4005 - Plastic Laminate
 - 3. Plumbing Fixtures.

1.2 SUBMITTALS

- A. Shop Drawings
 - 1. Fabricator to submit complete details of construction and elevations of all cabinets and countertops.

1.3 QUALITY ASSURANCE

- A. Construction Details, Fastening, Tolerances and Workmanship
 - 1. Architectural Woodwork Institute (AWI) Premium Grade Standards, with exceptions indicated.

1.4 DESCRIPTION

- A. General
 - 1. Furnish all labor, materials, tools, equipment, and services for all architectural cabinetwork as indicated, in accordance with provisions of the contract documents.
 - 2. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous appurtenances and devices incidental to or necessary for a sound, secure and complete installation.
- B. Work Included
 - 1. All plastic laminate cabinets and hardware.
- C. Definitions
 - 1. Exposed surfaces: All surfaces visible when drawers and doors are closed.
 - a. Exposed ends.
 - b. Counter tops, vertical surfaces and their exposed edges.
 - c. Face frames.
 - d. Toe strip.
 - 2. Concealed surfaces: Surfaces not visible after installation.
 - a. Web frames.
 - b. Dust panels.
 - 3. Semi-exposed surfaces: All other surfaces not exposed or concealed.

PART 2 PRODUCTS**2.1 GENERAL**

- A. Cabinetwork
 - 1. Custom, shop or factory-build casework, complete with all hardware, accessories, countertops and bases, in sizes and configurations indicated.
 - 2. Style: Flush overlay, with square corner doors and drawer fronts overlapping case front with minimum reveal.

2.2 MATERIALS

- A. Acceptable Manufacturers
 - 1. Plastic Laminate
 - a. Base: Formica Corp.; Ralph Wilson Plastics Co. (WilsonArt); Pionite
 - 2. Plastic Overlay Panel Products
 - a. Base: Simpson Timber Co.; Sel-Ply Div./Medford Corp.
 - 3. Cabinet Hardware
 - a. Base: National Lock Co.; Knape & Vogt; Grant; Epco; Webber Knapp; Stylemark; Ives; and Stanley
- B. Plastic Laminate
 - 1. NEMA LD3-1975 High Pressure Laminate, Smooth Finish
 - 2. Countertops and their edges: Grade GP50, 0.050 inch (1.3 mm) thick.
 - 3. All other exposed surfaces: Grade GP28, 0.028 inch (9.7 mm) thick.
 - 4. Provide backer sheet on each plastic laminated item.
 - a. Semi-exposed backer sheet: Grade C120, 0.020 inch (1.5 mm) thick; color to match plastic overlay.
 - b. Concealed backer sheet: Grade BK20, 0.020 inch (0.5 mm) thick.
 - 5. Color shall be as indicated on Sheet F-101 on Finishes Plan.
- C. Particle Board
 - 1. ANSI A208.1, Mat Formed, 45 PCF density
 - 2. Type 1-M-3 for general use.
- D. Fiber Board
 - 1. ANSI A208.2, Medium Density Wood Fiber Board, 48 PCF Density, Minimum
- E. Hardboard
 - 1. CS251, Tempered, Smooth on Both Sides
- F. Plywood
 - 1. PSI-74, Softwood Plywood, AA Grade
- G. Countertop Core
 - 1. Veneer Core, Spruce Faced Plywood or Particle Board

2.4 FABRICATION

- A. Case Body - All Joints Glued
 - 1. Top and bottom (and fixed horizontals): Lock-jointed, dadoed or rabbeted into ends/dividers and screwed or doweled at approximately 2.5 inches (60 mm) on center.
 - 2. Back: Dadoed or rabbeted into top, sides and bottom.
 - 3. Fixed small compartment dividers: Dadoed.
- B. Fasteners
 - 1. Use no blocking or fasteners in exposed or semi-exposed locations.

2.5 CASE CONFIGURATION

- A. Flush all sides, top and bottom of doors and drawer fronts, and between door and drawer fronts in the same unit.
- B. Double door units: No vertical rail or divider between doors. A vertical dividing panel will be located behind the doors in order to secure the locks.
- C. Toe space: Four inch high by approximately three inches deep. Provide on front of each base unit (INS side).

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 06 6413**PLASTIC PANELING (FRP)****PART 1 - GENERAL****1.1 SUMMARY**

A. Includes But Not Limited To:

1. Furnish and install plastic sanitary wall paneling at mop sink as described in Contract Documents.

PART 2 - PRODUCTS**2.1 ASSEMBLIES**

A. Manufacturers:

1. Approved Manufacturers. See Section 01 6200.
 - a. Glasteel, Moscow, TN www.glasteel.com.
 - b. Kemlite, Channahon, IL www.cranecomposites.com.
 - c. Marlite FRP Products, Dover, OH www.marlitefrp.com.
 - d. Nudo Products Inc, Springfield, IL www.nudo.com.

B. Materials:

1. FRP Sanitary Wall Panels:
 - a. 0.090 inch thick, white, with embossed surface.
 - b. Color Quality Standard: No. 659 White by Glasteel.
 - c. Quality Standard: Glasliner by Glasteel.

2.2 ACCESSORIES

- A. Use Panel Manufacturer's standard vinyl moldings at joints, edges, and corners.

PART 3 - EXECUTION: Not Used**END OF SECTION**

DIVISION 07: THERMAL AND MOISTURE PROTECTION

07 9000 JOINT PROTECTION

07 9213 ELASTOMERIC JOINT SEALANTS

END OF TABLE OF CONTENTS

SECTION 07 9213**ELASTOMERIC JOINT SEALANTS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Furnish and install sealants not specified to be furnished and installed under other Sections.
 - 2. Quality of sealants to be used on Project not specified elsewhere, including submittal, material, and installation requirements.

- B. Related Requirements:
 - 1. Furnishing and installing of sealants is specified in Sections specifying work to receive new sealants.

1.2 REFERENCES

- A. Association Publications:
 - 1. American Architectural Manufacturers Association (AAMA):
 - a. 'Voluntary Specifications and Test Methods for Sealants'.
 - 2. ASM International:
 - a. 'Adhesives and Sealants', Volume 3, ASM International Handbook Committee, (May 1999).
 - b. Committee C24 on Building Seals and Sealants for various Specifications, Guides, Test Methods, and Practices related to sealant specifying and application.
 - c. Committee E6 on Building Performance for various Specifications, Guides, Test Methods, and Practices related to sealant use with air barriers, vapor retarders, and exterior enclosure systems and materials.
 - 3. The Adhesive and Sealing Council, Inc. (ASC) / Sealant, Waterproofing & Restoration Institute (SWR Institute):
 - a. 'Sealants: The Professional's Guide'.
 - b. 'Joint Sealants, Whole Building Design Guide'.

- B. Definitions:
 - 1. Adhere: To cause two surfaces to be held together by adhesion.
 - 2. Adhesive: An adhesive, as defined by The American Society for Testing and Materials (ASTM), is 'a substance capable of holding materials together by surface attachment'.
 - 3. Caulk: Caulks have variety of definitions but are generally recognized as materials used in applications where only minor elastomeric properties are needed.
 - 4. Elastomer: Rubbery material which returns to approximately its original dimensions in short time after relatively large amount of deformation.
 - 5. Flow: Movement of adhesive during bonding process before adhesive is set.
 - 6. Joint: Location at which two substrates are held together with layer of adhesive.
 - 7. Primer: Coating applied to surface, prior to application of an adhesive, to improve performance of the bond.
 - 8. Sealant. Sealants are generally used in applications where elastic properties are needed while adhesives are generally used in applications where bonding strength and rigidity are needed. With technology advancements both sealants and adhesives can be used interchangeably depending on applications performance requirements.
 - 9. Sealant Types and Classifications:
 - a. ASTM Specifications:
 - 1) Type:

- a) Type S: Single-component sealant.
- b) Type M: Multi-component sealant.
- 2) Grade:
 - a) Grade P: Pourable or self-leveling sealant used for horizontal traffic joints.
 - b) Grade NS: Non-sag or gunnable sealant used for vertical and non-traffic joints.
- 3) Classes: Represent movement capability in percent of joint width.
 - a) Class 100/50: Sealant that, when tested for adhesion or cohesion under cyclic movement shall withstand of at least 100 percent increase and decrease of at least 50 percent of joint width as measured at time of application.
 - b) Class 50: Sealant that, when tested for adhesion or cohesion under cyclic movement shall withstand increase and decrease of at least 50 percent of joint width as measured at time of application.
 - c) Class 25: Sealant that, when tested for adhesion or cohesion under cyclic movement shall withstand increase and decrease of at least 25 percent of joint width as measured at time of application.
 - d) Class 12: Sealant that, when tested for adhesion and cohesion under cyclic movement shall withstand increase and decrease of at least 12 percent of joint width as measured at time of application.
- 4) Use:
 - a) T (Traffic): Sealant designed for use in joints in pedestrian and vehicular traffic areas such as walkways, plazas, decks and parking garages.
 - b) NT (Non-Traffic): Sealant designed for use in joints in non-traffic areas.
 - c) I (Immersion): Sealant that meets bond requirements when tested by immersion (Immersion rated sealant applications require primer).
 - d) M (Mortar): Sealant that meets bond requirements when tested on mortar specimens.
 - e) G (Glass): Sealant that meets bond requirements when tested on glass specimens.
 - f) A (Aluminum): Sealant that meets bond requirements when tested on aluminum specimens.
 - g) O (Other): Sealant that meets bond requirements when tested on substrates other than standard substrates, being glass, aluminum, mortar.
- b. Federal Specifications:
 - 1) Type:
 - a) Type I: Self-leveling, pour grade.
 - (1) Compound which has sufficient flow to give smooth level surface when applied in horizontal joint at 40 deg F (4.4 deg C).
 - b) Type II: Non-sag, gun grade
 - (1) Compound which permits application in joints on vertical surfaces without sagging (slumping) at temperatures 40 deg F (4.4 deg C) and 122 deg. F (50 deg. C).
 - c) Type NS: Non-sag, gun grade.
 - (1) Non-sag shall be a compound which permits application in joints on vertical surfaces without sagging (slumping) at temperatures between -20 deg F and 122 deg. F (- 29 and 50 deg. C).
 - 2) Class:
 - a) Class A: Compounds resistant to 50 percent total joint movement (includes Type I and Type II).
 - (1) Capable of resisting compression-extension cycling of plus and minus 25 percent of nominal half inch width.
 - b) Class B: Compounds resistant to 25 percent total joint movement (includes Type I and Type II).
 - (1) Capable of resisting compression-extension cycling of plus and minus 12 1/2 percent of nominal half inch width.
- 10. Shelf Life: Period of time, usually beginning with date of manufacture, during which stored adhesive will remain effective or useful.

11. Silicone: Any member of family of polymeric products whose molecular backbone is made up of alternating silicon and oxygen atoms and which has pendant hydrocarbon groups attached to silicon atoms. Used primarily as a sealant. Offers excellent resistance to water and large variations in temperature (minus 100 deg F to + 600 deg F) (minus 73.3 deg C to + 316 deg C).
12. Stability: Ability of material to remain unchanged.
13. Storage Life: Period of time during which packaged adhesive can be stored under specified temperature conditions and remain suitable for use.
14. Substrate: Material upon surface of which an adhesive-containing substance is spread for any purpose, such as bonding or coating.
15. Surface Preparation: Physical and /or chemical preparation of substrate to render it suitable for adhesive joining. Same as substrate preparation or pre-bond preparation.
16. Toxicity: Material shall have no adverse effect on health of personnel when used for its intended purpose.

C. Reference Standards:

1. American Association of State and Highway Transportation Officials:
 - a. AASHTO T 132-87(2013), 'Standard Method of Test for Tensile Strength of Hydraulic Cement Mortars'.
2. ASTM International:
 - a. ASTM C639-01(2011), 'Standard Test Method for Rheological (Flow) Properties of Elastomeric Sealants'.
 - b. ASTM C661-06(2011), 'Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer'.
 - c. ASTM C679-03(2009), 'Standard Test Method for Tack-Free Time of Elastomeric Sealants'.
 - d. ASTM C719-13, 'Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle)'.
 - e. ASTM C793-05(2010), 'Standard Test Method for Effects of Laboratory Accelerated Weathering on Elastomeric Joint Sealants'.
 - f. ASTM C794-10, 'Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants'.
 - g. ASTM C920-14, 'Standard Specification for Elastomeric Joint Sealants'.
 - h. ASTM C1135-00(2011), 'Standard Test Method for Determining Tensile Adhesion Properties of Structural Sealants'.
 - i. ASTM C1184-13, 'Standard Specification for Structural Silicone Sealants'.
 - j. ASTM C1193-13, 'Standard Guide for Use of Joint Sealants'.
 - k. ASTM C1248-08(2012), 'Standard Test Method for Staining of Porous Substrate by Joint Sealants'.
 - l. ASTM C1330-02(2013), 'Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants'.
 - m. ASTM C1481-12 'Standard Guide for Use of Joint Sealants with Exterior Insulation & Finish Systems (EIFS)'.
 - n. ASTM D412-06(2013), 'Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension'.
 - o. ASTM D2202-00(2010), 'Standard Test Method for Slump of Sealants'.
 - p. ASTM D2240-05(2010), 'Standard Test Method for Rubber Property-Durometer Hardness'.
 - q. ASTM D5893-10, 'Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements'.
 - r. ASTM E119-12a, 'Standard Test Methods for Fire Tests of Building Construction and Materials'.
3. Federal Specifications:
 - a. Federal Specification TT-S-001543A (CON-NBS), 'Sealing Compound: Silicone Rubber Base (for Calking, Sealing & Glazing in Buildings and Other Structures)' (9 Jun 1971).
 - b. TT-S-00230C (CON-NBS), 'Sealing compound: Elastomeric Type, Single Component (For Calking, Sealing, And Glazing In Buildings And Other Structures.' (2 Feb 1970).
4. Government Services Administration (GSA), Commercial Item Descriptions (CID):
 - a. GSA CID A-A-272A, 'Sealing Compound: Silicone Rubber Base (For Caulking, Sealing, and Glazing in Buildings and Other Structures)'.
 - b. GSA CID A-A-1556, 'Sealing Compound Elastomeric Type, Single Component (For Caulking, Sealing, and Glazing in Buildings and Other Structures)'.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Scheduling:
 - 1. Schedule work so waterproofing, water repellents and preservative finishes are installed after sealants, unless sealant manufacturer approves otherwise in writing.
 - 2. Ensure sealants are cured before covering with other materials.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Acceptance Requirements:
 - 1. Deliver and keep in original containers until ready for use.
 - 2. Inspect for damage or deteriorated materials.
- B. Storage and Handling Requirements:
 - 1. Handle, store, and apply materials in compliance with applicable regulations and material safety data sheets (MSDS).
 - 2. Handle to prevent inclusion of foreign matter, damage by water, or breakage.
 - 3. Store in a cool dry location, but never under 40 deg F (4 deg C) or subjected to sustained temperatures exceeding 90 deg F (32 deg C) or as per Manufacturer's written recommendations.
 - 4. Do use sealants that have exceeded shelf life of product.

1.5 FIELD CONDITIONS

- A. Ambient Conditions:
 - 1. Do not install sealant during inclement weather or when such conditions are expected. Allow wet surfaces to dry.
 - 2. Follow Manufacturer's temperature recommendations for installing sealants.

1.6 WARRANTY

- A. Manufacturer Warranty:
 - 1. Signed warranties against adhesive and cohesive failure of sealant and against infiltration of water and air through sealed joint for period of three (3) years from date of Substantial Completion.
 - a. Manufacturer's standard warranty covering sealant materials.
 - b. Applicator's standard warranty covering workmanship.

PART 2 - PRODUCTS

2.1 SYSTEMS

- A. Manufacturers:
 - 1. Manufacturer Contact List:
 - a. Dow Corning Corp., Midland, MI www.dowcorning.com.
 - b. Franklin International, Inc. Columbus, OH www.titebond.com.
 - c. GE Sealants & Adhesives (see Momentive Performance Materials Inc.).
 - d. Laticrete International Inc., Bethany, CT www.laticrete.com.
 - e. Momentive Performance Materials Inc. (formally GE Sealants & Adhesives), Huntersville, NC www.ge.com/silicones.
 - f. Sherwin-Williams, Cleveland, OH www.sherwin-williams.com.
 - g. Sika Corporation, Lyndhurst, NJ www.sikaconstruction.com or Sika Canada Inc, Pointe Claire, QC www.sika.ca.
 - h. Tremco, Beachwood, OH www.tremcosealants.com or Tremco Ltd, Toronto, ON (800) 363-3213.

B. Materials:

1. Design Criteria:

- a. Compliance: Meet or exceed requirements of these standards:
 - 1) ASTM C920: Elastomeric joint sealant performance standard.
 - 2) ASTM C639 or ASTM D2202: Flow (sag or slump).
 - 3) ASTM C661 or ASTM D2240: Durometer hardness (shore A).
 - 4) ASTM C679 or ASTM C794: Tack free time (peel strength).
 - 5) ASTM C719: Joint movement capability.
 - 6) ASTM 793: Effects of accelerated weathering.
 - 7) ASTM C1135 or ASTM D412: Tensile adhesion strength.
 - 8) ASTM C1184: Structural silicone sealants.
 - 9) ASTM C1248: Staining.
 - 10) ASTM D412: Modulus.
 - 11) ASTM D5893: Silicone Joint Sealant for Concrete Pavements.
 - 12) Federal Specification TT-S-001543A.
 - 13) Federal Specification TT-S-00230C.
 - 14) GSA CID A-A-272A.
 - 15) GSA CID A-A-1556.
- b. Comply with Manufacturer's ambient condition requirements.
- c. Sealants must meet Manufacturer's shelf-life requirements.
- d. Sealants must adhere to and be compatible with specified substrates.
- e. Sealants shall be stable when exposed to UV, joint movements, and particular environment prevailing at project location.
- f. Primers (Concrete, stone, masonry, and other nonporous surfaces typically do not require a primer. Aluminum and other nonporous surfaces except glass require use of a primer. Installer Option to use Adhesion Test to determine if primer is required or use primer called out in related sections):
 - 1) Adhesion Test:
 - a) Apply silicone sealant to small area and perform adhesion test to determine if primer is required to achieve adequate adhesion. If necessary, apply primer at rate and in accordance with Manufacturer's instructions. See 'Field Quality Control' in Part 3 of this specification for Adhesive Test.
 - 2) If Primer required, shall not stain and shall be compatible with substrates.
 - 3) Allow primer to dry before applying sealant.

2. General Interior Sealants:

- a. General:
 - 1) Inside jambs and heads of door and window frames.
 - 2) Miscellaneous gaps between substrates.
- b. Design Criteria:
 - 1) Meet ASTM C920, Type S, Grade NS, NT, and Class 25 test requirements.
 - 2) 100 percent silicone sealant.
- c. Non-Paintable Sealant (Installer Option A):
 - 1) Approved Product. See Section 01 6200
 - a) Dow Corning: Tub, Tile, And Ceramic Silicone Sealant.
 - b) Laticrete: Latasil Silicone Sealant.
 - c) Momentive Performance Materials (formerly, GE Sealants & Adhesives): GE SCS2800 SilGlaze II Silicone Sealant.
 - d) Sherwin Williams: White Lightning Silicone Ultra Low Odor Window and Door Sealant.
 - e) Tremco: Tremsil 200 Silicone Sealant.
 - f) Franklin International: Titebond 2601 (White) 2611 (Clear) 100% Silicone Sealant.
- d. Paintable Sealant (Installer Option B):
 - 1) Approved Product. See Section 01 6200
 - a) Momentive Performance Materials (formerly, GE Sealants & Adhesives): GE SCS7000 Paintable Silicone Sealant.

3. Sealants For Interior Joints:

- a. General:
 - 1) Countertops and backsplash to wall.
 - 2) Sinks and lavatories to countertops.
 - 3) Joints between plumbing fixtures and other substrates
- b. Description:
 - 1) One-part acetoxycure silicone sealant with fungicides to resist mold and mildew.
- c. Design Criteria:
 - 1) Meet ASTM C920, Type S, Grade NS, NT, and Class 25 test requirements.
 - 2) 100 percent silicone sealant.
- d. Color: As selected by Architect from Manufacturer's standard colors.
- e. Approved Products. See Section 01 6200
 - 1) Dow Corning: Tub, Tile, And Ceramic Silicone Sealant.
 - 2) Laticrete: Latasil Tile and Stone Silicone Sealant.
 - 3) Momentive Performance Materials (formerly, GE Sealants & Adhesives): GE SCS1700 Sanitary Silicone Sealant.
 - 4) Tremco: Tremsil 200 Silicone Sealant.

2.2 ACCESSORIES

- A. Bond Breaker Tape:
 - 1. Pressure sensitive tape as by Sealant Manufacturer to suit application.
 - 2. Provide tape to prevent adhesion to joint fillers or joint surfaces at back of joint and allow sealant movement.
- B. Joint Backing:
 - 1. Comply with ASTM C1330.
 - 2. Flexible closed cell, non-gassing polyurethane or polyolefin rod or bond breaker tape as recommended by Sealant Manufacturer for joints being sealed.
 - 3. Oversized 25 to 50 percent larger than joint width.
- C. Joint Cleaner:
 - 1. Non-corrosive and non-staining type as recommended by Sealant Manufacturer, compatible with joint forming materials.
- D. Masking Tape:
 - 1. Non-staining, non-absorbent tape product compatible with joint sealants and adjacent joint surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification Of Conditions:
 - 1. Examine substrate surfaces and joint openings are ready to receive Work.
 - a. Verify each sealant is compatible for use with joint substrates.
 - b. Verify joint surfaces are clean and dry.
 - c. Ensure concrete surfaces are fully cured.
 - 2. Sealants provided shall meet Manufacturer's shelf-life requirements.
 - 3. Notify Architect of unsuitable conditions in writing.
 - a. Do not proceed until unsatisfactory conditions are corrected.
 - 4. Commencement of Work by installer is considered acceptance of substrate.

3.2 PREPARATION

- A. Surface Preparation:

1. Surfaces shall be clean, dry, free of dust, oil, grease, dew, or frost. Prepare substrates in accordance with Manufacturer's instructions:
 - a. Porous surfaces: Abrasive-clean followed by blasting with oil-free compressed air.
 - b. Nonporous surfaces: Use two-cloth solvent wipe in accordance with ASTM C1193.
 - c. High-pressure water cleaning: Exercise care that water does not enter through failed joints.
 2. Field test joints in inconspicuous location.
 - a. Verify joint preparation and primer required to obtain optimum adhesion of sealants to joint substrate.
 - b. When test indicates sealant adhesion failure, modify joint preparation primer, or both and retest until joint passes sealant adhesion test.
 3. Masking: Apply masking tape as required to protect adjacent surfaces and to ensure straight bead line and facilitate cleaning.
- B. Joints:
1. Prepare joints in accordance with ASTM C1193.
 - a. Clean joint surfaces of contaminants capable of affecting sealant bond to joint surface using Manufacturer's recommended instructions for joint preparation methods.
 - b. Remove dirt, dust, oils, wax, paints, and contamination capable of affecting primer and sealant bond.
 - c. Clean concrete joint surfaces to remove curing agents and form release agents.
- C. Protection:
1. Protect elements surrounding the Work of this section from damage or disfiguration.

3.3 APPLICATION

- A. General:
1. Apply silicone sealant in accordance with Manufacturer's instructions.
 2. Do not use damaged or deteriorated materials.
 3. Install primer and sealants in accordance with ASTM C1193 and Manufacturer's instructions.
 4. Apply primer where required for sealant adhesion.
 5. Install sealants immediately after joint preparation.
 6. Do not use silicone sealant as per the following:
 - a. Apply caulking/sealant at temperatures below 40 deg F (4 deg C).
 - b. Below-grade applications.
 - c. Brass and copper surfaces.
 - d. Materials bleeding oils, plasticizers, and solvents.
 - e. Structural glazing and adhesive.
 - f. Surfaces to be immersed in water for prolonged time.
- B. Joint Backing:
1. Install joint backing to maintain sealant joint ratios recommended by Manufacturer.
 2. Install without gaps, twisting, stretching, or puncturing backing material. Use gage to ensure uniform depth to achieve correct profile, coverage, and performance.
 3. Rod for open joints shall be at least 1-1/2 times width of open joint and of thickness to give solid backing. Backing shall fill up joint so depth of sealant bite is no more than 3/8 inch (9.5 mm) deep.
- C. Bond Breaker:
1. Install bond breaker where joint backing is not used or where backing is not feasible.
 - a. Apply bond-breaker tape in shallow joints as recommended by Sealant Manufacturer.
- D. Sealant:
1. Apply sealant with hand-caulking gun with nozzle of proper size to fit joints. Use sufficient pressure to insure full contact to both sides of joint to full depth of joint. Apply sealants in vertical joints from bottom to top.

2. Fill joint opening to full and proper configuration.
 3. Apply in continuous operation.
 4. Tool joints immediately after application of sealant if required to achieve full bedding to substrate or to achieve smooth sealant surface. Tool joints in opposite direction from application direction, i.e., in vertical joints, from the top down. Do not 'wet tool' sealants.
 5. Depth of sealant bite shall be 1/4 inch (6 mm) minimum and 1/2 inch (12.7 mm) maximum, but never more than one half or less than one fourth joint width.
- E. Caulk gaps between painted or coated substrates and unfinished or pre-finished substrates. Caulk gaps larger than 3/16 inch (5 mm) between painted or coated substrates.

3.4 TOLERANCES

- A. Provide joint tolerances in accordance with Manufacturer's printed instructions.

3.5 CLEANING

- A. Remove masking tape and excess sealant.
- B. Clean adjacent materials, which have been soiled, immediately (before setting) as recommended by Manufacturer.
- C. Waste Management: Dispose of products in accordance with manufacturer's recommendation.

END OF SECTION

DIVISION 09: FINISHES

09 0000 FINISHES

09 0503 FLOORING SUBSTRATE PREPARATION

09 2000 PLASTER AND GYPSUM BOARD

09 2216 NON-STRUCTURAL METAL FRAMING

09 2900 GYPSUM BOARD

09 6000 FLOORING

09 6700 EPOXY RESIN COMPOSITION FLOORING

09 9000 PAINTS AND COATINGS

09 9001 COMMON PAINTING AND COATING REQUIREMENTS

09 9114 EXTERIOR PAINTED CMU, CONCRETE , STUCCO

09 9123 INTERIOR PAINTED GYPSUM BOARD, PLASTER

09 9124 INTERIOR PAINTED METAL

09 9413 INTERIOR TEXTURED FINISHING

END OF TABLE OF CONTENTS

SECTION 09 0503**FLOORING SUBSTRATE PREPARATION****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Preparing floor substrate to receive flooring as described in Contract Documents.
- B. Related Requirements:
 - 1. Section 01 4000: 'Quality Requirements' for administrative and procedural requirements for quality assurance and quality control.
 - 2. Section 01 4301: 'Quality Assurance – Qualifications' establishes minimum qualification levels required.
 - 3. Section 01 7800: 'Closeout Submittals'.

1.2 REFERENCES

- A. Association Publications:
 - 1. American Concrete Institute, Farmington Hills, MI www.concrete.org. Abstracts of ACI Periodicals and Publications.
 - a. ACI 302.2R-06, *Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials* (August 15, 2006).
 - 2. Council of American Structural Engineers. CASE Form 101: *Statement of Special Inspections*. Washington, DC: CASE, 2001. (c/o American Council of Engineering Companies, 1015 15th St., NW, Washington, DC 20005; 202-347-7474; www.acec.org).
 - 3. International Code Council (IBC):
 - a. IBC Chapter 17, 'Structural Tests and Special Inspections'.
- B. Definitions (Following are specifically referenced for testing):
 - 1. Accreditation: Process in which certification of competency, authority, or credibility is presented. Verify that laboratories have an appropriate quality management system and can properly perform certain test methods (e.g., ANSI, ASTM, and ISO test methods) and calibration parameters according to their scopes of accreditation.
 - 2. Approved: To authorize, endorse, validate, confirm, or agree to.
 - 3. Field Quality Control: Testing, Inspections, Special Testing and Special Inspections to assure compliance to Contract Documents.
 - 4. Inspection/Special Inspection: Inspection of materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards:
 - a. Inspection: Not required by code provisions but may be required by Contract Documents.
 - b. Special Inspection: Required by code provisions and by Contract Documents.
 - c. Inspection-Continuous: Full-time observation of the Work requiring inspection by approved inspector who is present in area where the Work is being performed.
 - d. Inspection-Periodic: Part-time or intermittent observation of the Work requiring inspection by approved inspector who is present in area where the Work has been or is being performed and at completion of the Work.
 - 5. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform particular construction operation, including installation, erection, application, and similar operations.

6. Observation: Visual observation of building / site elements or structural system by registered design professional for general conformance to approved construction documents at significant construction stages and at completion. Observation does not include or waive responsibility for performing inspections or special inspections.
 7. Owner's Representative: Owner's Designated Representative (Project Manager or Facilities Manager) who will have express authority to bind Owner with respect to all matters requiring Owner's approval or authorization.
 8. Preconstruction Testing: Tests and inspections that are performed specifically for Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
 9. Product Testing: Tests and inspections that are performed by testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
 10. Relative Humidity (RH) Testing: Testing of concrete slabs is defined as ratio of actual amount of water vapor present in volume of air at given temperature to maximum amount that air could hold at that temperature, expressed as percentage.
 - a. Relative Humidity test method covers quantitative determination of percent relative humidity in concrete slabs for field or laboratory tests.
 - b. Moisture test results indicate moisture condition of slab only at time of test.
 11. Quality Assurance: Testing, Inspections, Special Testing and Special Inspections provided for by Owner.
 12. Quality Control: Testing, Inspections, Special Testing and Special Inspections provided for by Contractor.
 13. Service Provider: Agency or firm qualified to perform required tests and inspections.
 14. Source Quality Control Testing: Tests and inspections that are performed at source, i.e., plant, mill, factory, or shop.
 15. Special Inspection: See Inspection.
 16. Special Inspector: Certified individual or firm that implements special inspection program for project.
 17. Special Test: See Test.
 18. Test/Special Test: Field or laboratory tests to determine characteristics and quality of building materials and workmanship.
 - a. Test: Not required by code provisions but may be required by Contract Documents.
 - b. Special Test: Required by code provisions and by Contract Documents.
 19. Testing Agency: Entity engaged to perform specific tests, inspections, or both.
 20. Testing Agency Laboratory: Agency or firm qualified to perform field and laboratory tests to determine characteristics and quality of materials and workmanship.
 21. Verification: Act of reviewing, inspecting, testing, etc. to establish and document that product, service, or system meets regulatory, standard, or specification requirements.
- C. Reference Standards:
1. ASTM International:
 - a. ASTM E329-11a: 'Standard Specification for Agencies Engaged in Construction Inspection and/or Testing'.
 - b. ASTM E543-09, 'Standard Specification for Agencies Performing Nondestructive Testing'.
 - c. ASTM E1212-09, 'Standard Practice for Quality Management Systems for Nondestructive Testing Agencies'.
 - d. ASTM F710-10, 'Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring'.
 - e. ASTM F2170-09, 'Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes'.

1.3 SUBMITTALS

- A. Closeout Submittals:
1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
 - a. Record Documentation:

- 1) Testing and Inspection Reports:
 - a) Testing Agency Testing Reports of Alkalinity and Concrete Moisture testing.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Storage And Handling Requirements:
 1. Provide storage space and protection for flooring and installation accessories if materials are delivered before start of flooring installation.

1.5 FIELD CONDITIONS

- A. Ambient Conditions:
 1. Coordinate with each flooring system specification section for ambient conditions required for each floor system.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION

3.1 PREPARATION

- A. Flooring Preparation:
 1. Prepare floor substrate in accordance with Carpet And Rug Institute (CRI) best practices to receive carpet installation and to provide installation that meets Carpet Manufacturer's warranty requirements:
 - a. Concrete floor slab patching:
 - 1) Cracks, chips and joints must be properly patched or repaired.
 - b. Concrete surface cured, clean, dry, and free of foreign substances that will compromise carpet and/or other flooring installations.
 - 1) Removal of curing compounds.
 - 2) Remove glue, mastic, mortar, grout or residue after removal of existing flooring. Grind as necessary to remove any residue or slab imperfections prior to installation of new flooring.
 - 3) Remove paint, sealer, grease, oil, silicone sealants, and other materials incompatible with flooring adhesives.
 - 4) Removal of overspray from painted walls (essential so glue will stick).
 2. Vacuum and damp mop floor areas to receive flooring before flooring installation.

END OF SECTION

SECTION 09 2216**NON-STRUCTURAL METAL FRAMING****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
1. Furnish and install metal framing and blocking as described in Contract Documents.

1.2 REFERENCES

- A. Reference Standards:
1. ASTM International:
 - a. ASTM A653/A653M-11, 'Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process'.
 - b. ASTM A1003/A1003M-13, 'Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members'.
 - c. ASTM C645-11a, 'Standard Specification for Nonstructural Steel Framing Members'.
 - d. ASTM C754-11, 'Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products'.
 - e. ASTM E119-12a, 'Standard Test Methods for Fire Tests of Building Construction and Materials'.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conferences:
1. Schedule pre-installation conference to be held after submittals have been reviewed and returned by Architect, but before beginning metal framing work.
 2. In addition to agenda items specified in Section 01 3100, review following:
 - a. Identify location of required blocking.

1.4 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
1. ICC approved.

PART 2 - PRODUCTS**2.1 SYSTEMS**

- A. Manufacturers:
1. Manufacturer Contact List:
 - a. CEMCO, City of Industry, CA www.cemcosteel.com.
 - b. Clark Western, Cincinnati, OH www.clarksteel.com.
 - c. Dietrich Industries Inc, Columbus, OH www.dietrichindustries.com.
 - d. Steeler Inc, Seattle, WA www.steeler.com.
 - e. Any member of Steel Stud Manufacturer's Association (SSMA).
 - f. Equal as approved by Architect before bidding. See Section 01 6200.

- B. Materials:
 - 1. Framing:
 - a. General:
 - 1) 20 ga (0.95 mm) minimum, unless noted greater on Drawings, meeting requirements of ASTM C645.
 - 2) Steel Sheet Components: Comply with ASTM C645 requirements for metal unless otherwise indicated.
 - 3) Steel Coating Requirement: Comply with ASTM C645 roll-formed from hot dipped galvanized steel complying with ASTM A1003/A1003M and ASTM A653/A653M G40 (Z120) or equivalent corrosion resistant coating. A40 galvanized products are not acceptable.
 - b. Steel Studs and Runners: Cold-formed galvanized steel C-studs, as per ASTM C645 for conditions indicated.
 - c. Bridging, blocking, strapping, and other accessories shall be as described in Contract Documents or as required by Manufacturer's system.
 - d. Acceptable Products:
 - 1) Any member of Steel Stud Manufacturer's Association (SSMA).
 - 2) Equal as approved by Architect before bidding. See Section 01 6200.
- C. Fasteners:
 - 1. Corrosion resistant coated self-drilling. Self treading steel drill screws.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Interface With Other Work:
 - 1. Coordinate with other Sections to provide blocking necessary for their work.
 - 2. Coordinate with other Sections for location of blocking required for installation of equipment and building specialties.
- B. Tolerances:
 - 1. 1/8 inch (3 mm) in 10 feet (3 meters) with 1/4 inch (6 mm) maximum in height of wall.
 - 2. Distances between parallel walls shall be 1/4 inch (6 mm) maximum along length and height of wall.
- C. Framing:
 - 1. Installation Standard: ASTM C754.
 - 2. Specifications of Stud Wall Manufacturer shall govern this work unless more stringent requirements are required by Contract Documents.

END OF SECTION

SECTION 09 2900**GYPSUM BOARD****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Furnish and install gypsum board as described in Contract Documents.
- B. Related Requirements:
 - 1. Section 07 9219: Quality of acoustical sealants.
 - 2. Section 09 3013: Installation of backerboard joint reinforcing.
 - 3. Section 09 9413: Textured finishing.

1.2 REFERENCES

- A. Definitions:
 - 1. Accessories: Metal or plastic beads, trim, or moulding used to protect or conceal corners, edges, or abutments of the gypsum board construction.
 - 2. Drywall Primer: Paint material specifically formulated to fill the pores and equalize the suction difference between gypsum board surface paper and the compound used on finished joints, angles, fastener heads, and accessories and over skim coatings.
 - 3. Skim Coat: Either a thin coat of joint compound trowel applied, or a material manufactured especially for this purpose and applied in accordance with manufacturer's recommendations, over the entire surface.
 - 4. Texturing: Regular or irregular patterns typically produced by applying a mixture of joint compound and water, or proprietary texture materials including latex base texture paint, to a gypsum board surface previously coated with drywall primer.
- B. Reference Standards:
 - 1. ASTM International:
 - a. ASTM C11-10, 'Standard Terminology Relating to Gypsum and Related Building Materials and Systems.'
 - b. ASTM C475/C475M-02(2007), 'Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.'
 - c. ASTM C840-08, 'Standard Specification for Application and Finishing of Gypsum Board.'
 - d. ASTM C1002-07, 'Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.'
 - e. ASTM C1047-10, 'Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base.'
 - f. ASTM C1178/C1178M-08, 'Standard Specification for Coated Glass Mat Water-Resistant Gypsum Backing Panel.'
 - g. ASTM C1396/C1396M-09a, 'Standard Specification for Gypsum Board.'
 - h. ASTM E84-10, 'Standard Test Method for Surface Burning Characteristics of Building Materials.'
 - i. ASTM E90-09, 'Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.'
 - j. ASTM E119-10a, 'Standard Test Method for Fire Tests of Building Construction and Materials.'

- k. ASTM E413-04, 'Classification for Rating Sound Insulation.'
- 2. Gypsum Association:
 - a. GA-214-07e, 'Recommended Levels of Gypsum Board Finish.'
 - b. GA-216-07: 'Application and Finishing of Gypsum Panel Products.'
 - c. GA-600-09, 'Fire Reference Design Manual.'
 - d. GA-801-07, 'Handling and Storage of Gypsum Panel Products: A Guide for Distributors, Retailers, and Contractors.'
- 3. Underwriters Laboratories, Inc.
 - a. UL 263: 'Test Method for Fire Tests of Building Construction and Materials.'
 - b. UL 723: 'Standard for Safety Test for Surface Burning Characteristics of Building Materials; Tenth Edition September 10 2008.'

1.3 SUBMITTALS

- A. Informational Submittals:
 - 1. Test And Evaluation Reports:
 - a. Fire test results or assembly diagrams and numbers confirming products used will provide required fire ratings with installation configurations used.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. General:
 - 1. Following recommendations of GA-801 Guide for Handling and Storage of Gypsum Panel Products unless local, state or federal laws or agency rules differing from the recommendations shall take precedence.
- B. Delivery And Acceptance Requirements:
 - 1. Deliver materials in original packages, containers, or bundles bearing brand name, applicable standard designation, and Manufacturer's name.
- C. Storage And Handling Requirements:
 - 1. Store material under roof and keep dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack gypsum board flat to prevent sagging.

1.5 FIELD CONDITIONS

- A. Ambient Conditions:
 - 1. Comply with ASTM C840 or GA-216 requirements, whichever are more stringent:
 - a. Do not install interior products until installation areas are enclosed and conditioned.
 - 1) Temperature shall be 50 deg F and 95 deg F maximum day and night during entire joint operation and until execution of Certificate of Substantial Completion.
 - 2) Provide ventilation to eliminate excessive moisture.
 - 3) Avoid hot air drafts that will cause too rapid drying.
 - b. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Manufacturers:

1. Manufacturer Contact List:
 - a. American Gypsum, Dallas, TX www.americangypsum.com.
 - b. CertainTeed Gypsum, Inc; Tampa, FL www.certainteed.com.
 - c. Georgia Pacific, Atlanta, GA www.gp.com.
 - d. National Gypsum, Charlotte, NC www.nationalgypsum.com.
 - e. Pabco Gypsum, Newark, CA www.pabco gypsum.com.
 - f. United States Gypsum Co, Chicago, IL www.usg.com.

B. Materials:

1. Interior Gypsum Board:
 - a. General:
 - 1) Size:
 - a) Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.
 - 2) Quality Standard:
 - a) Core: Fire-resistant rated gypsum core.
 - b) Complies with Type X requirements of ASTM C1396/C1396M (Section 5).
 - c) Surface paper: Face paper suitable for painting.
 - d) Long edges: Tapered edge.
 - e) Overall thickness: 5/8 inch unless noted otherwise on the drawings.

2.2 ACCESSORIES

A. Manufacturers:

1. Manufacturer Contact List:
 - a. Kinetics Noise Control, Dublin, OH www.kineticsnoise.com.
 - b. Magnum Products, Lenaxa, KS www.levelcoat.com.
 - c. National Gypsum, Charlotte, NC www.nationalgypsum.com.
 - d. Soundproofing Co, San Marcos, CA www.soundproofing.org.
 - e. United States Gypsum Co, Chicago, IL www.usg.com.
 - f. Westpac Materials Inc, Orange, CA www.westpacmaterials.com.
 - g. Wm. Zinsser & Co, Somerset, NJ www.zinsser.com.
2. Gypsum Board Mounting Accessories:
 - a. Acceptable Products:
 - 1) Resilient Sound Isolation Clips:
 - a) Sound Transmission: As per ASTM E90 and E413:
 - (1) IsoMax by Kinetics Noise Control.
 - (2) SSP Clips by Soundproofing Co.
 - (3) Equal as approved by Architect before installation. See Section 01 6200.
3. Corner And Edge Trim:
 - a. Metal, paper-faced metal, paper-faced plastic, or solid vinyl meeting requirements of ASTM C1047. Surfaces to receive bedding cement treated for maximum bonding.
4. Joint Compound:
 - a. Best grade or type recommended by Board Manufacturer and meeting requirements of ASTM C475/C475M.
 - 1) Use Taping Compound for first coat to embed tape and accessories.
 - 2) Use Taping Compound or All-Purpose Compound for subsequent coats except final coat.
 - 3) Use Finishing Compound for final coat and for skim coat.
5. Joint Reinforcing:
 - a. Paper reinforcing tape acceptable to Gypsum Board Manufacturer.
6. Fasteners:
 - a. Bugle head screws meeting requirements of ASTM C1002:
 - 1) Gypsum Board:

- a) Type S: For fastening gypsum board to steel framing and ceiling suspension members, of length to penetrate steel framing 3/8 inch minimum.
 - b) Type W: For fastening gypsum board to wood members, of length to penetrate wood framing 5/8 inch minimum.
- B. Primer / Surfacers On Surfaces To Receive Texturing:
- 1. Acceptable Products:
 - a. Sheetrock First Coat by USG.
 - b. Prep Coat by Westpac Materials.
 - c. Level Coat by Magnum Products.
 - d. Equal as approved by Architect before bidding. See Section 01 6200.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification Of Conditions:
- 1. Examine substrate and verify framing is suitable for installation of gypsum board.
 - 2. Examine gypsum board before installation. Reject panels that are wet, moisture damaged, and mold damaged.
 - 3. Notify Architect of unsuitable conditions in writing.
 - a. Do not install board over unsuitable conditions.
 - 4. Commencement of Work by installer is considered acceptance of substrate.

3.2 INSTALLATION

- A. Interface With Other Work:
- 1. Coordinate with Division 06 for location of backblocking for edges and ends of gypsum board and for blocking required for installation of equipment and building specialties.
 - 2. Do not install gypsum board until required blocking is in place.
- B. General: Install and finish as recommended in ASTM C840 or GA-216 unless specified otherwise in this Section.
- C. Interior Gypsum Board:
- 1. General:
 - a. Install so trim and reinforcing tape are fully backed by gypsum board. No hollow spaces between pieces of gypsum board over 1/8 inch wide before taping are acceptable.
 - b. Rout out backside of gypsum board to accommodate items that extend beyond face of framing, but do not penetrate face of gypsum board, such as metal door frame mounting brackets, etc.
 - 2. Single Layer Application:
 - a. Apply ceilings first using minimum of two men.
 - b. Use board of length to give minimum number of joints.
 - c. On walls over 108 inches high and on ceilings, apply board perpendicular to support.
 - d. Stagger end joints. End and edge joints of board applied on ceilings shall occur over framing members or be back blocked with 2x4 blocking. End joints of board horizontally applied on walls shall occur over framing members. Edge joints of board vertically applied on walls shall occur over framing members.
 - e. Butt edges in moderate contact. Do not force in place. Shim to level.
 - f. Leave facings true with joint, finishing flush. Vertical work shall be plumb and ceiling surfaces level.

- g. Scribe work closely. Keep joints as far from openings as possible. If joints occur near an opening, apply board so vertical joints are centered over openings. No vertical joints shall occur within 8 inches of external corners or openings.
 - h. Install board tight against support with joints even and true. Tighten loose screws.
 - i. Caulk perimeter joints in sound insulated rooms with specified acoustical sealant.
3. Fastening:
- a. Apply from center of board towards ends and edges.
 - b. Apply screws 3/8 inch minimum from ends and edges, one inch maximum from edges, and 1/2 inch maximum from ends.
 - c. Spacing:
 - 1) Ends: Screws not over 7 inches on center at edges where blocking or framing occurs.
 - 2) Wood Framed Walls And Ceilings: Screws 7 inches on center in panel field.
 - 3) Metal Framed Walls: Screws 12 inches on center in panel field.
 - d. Set screw heads 1/32 inch below plane of board, but do not break face paper. If face is accidentally broken, apply additional screw 2 inches away.
 - e. Screws on adjacent ends or edges shall be opposite each other.
 - f. Drive screws with shank perpendicular to face of board.
4. Trim:
- a. Corner Beads:
 - 1) Attach corner beads to outside corners.
 - a) Attach metal corner bead with staples spaced 4 inches on center maximum and flat taped over edges of corner bead. Also, apply screw through edge of corner bead where wood trim will overlay corner bead.
 - b) Set paper-faced trim in solid bed of taping compound.
 - b. Edge Trim: Apply where gypsum board abuts dissimilar material. Hold channel and 'L' trim back from exterior window and door frames 1/8 inch to allow for caulking.
5. Finishing:
- a. General:
 - 1) Tape and finish joints and corners throughout building as specified below to correspond with final finish material to be applied to gypsum board. When sanding, do not raise nap of gypsum board face paper or paper-faced trim.
 - 2) First Coat:
 - a) Apply tape over center of joint in complete, uniform bed of specified taping compound and wipe with a joint knife leaving a thin coating of joint compound. If metal corner bead is used, apply reinforcing tape over flange of metal corner bead and trim so half of tape width is on flange and half is on gypsum board.
 - b) Completely fill gouges, dents, and fastener dimples.
 - c) Allow to dry and sand lightly if necessary to eliminate high spots or excessive compound.
 - 3) Second Coat:
 - a) Apply coat of specified joint compound over embedded tape extending 3-1/2 inches on both sides of joint center. Use finishing compound only if applied coat is intended as final coat.
 - b) Re-coat gouges, dents, and fastener dimples.
 - c) Allow to dry and sand lightly to eliminate high spots or excessive compound.
 - 4) Third Coat: Apply same as second coat except extend application 6 inches on both sides of joint center. Allow to dry and sand with fine sandpaper or wipe with damp sponge.
 - 5) Fourth Coat: Apply same as second coat except extend application 9 inches on both sides of joint center. Allow to dry and sand with fine sandpaper or wipe with damp sponge.
 - a. Finishing Levels: Finish panels to levels indicated below and according to ASTM C840, GA-216 or GA-214:
 - 1) Gypsum Board Surfaces to Receive Vinyl Wall Covering, Acoustic Wall Carpeting, Multi-Color Coating System, and Painted Texturing, and Smooth Gypsum Board Surfaces:

- a) GA-214-07e Level 4: 'All and interior angles shall have tape embedded in joint compound and two separate coats of joint compound applied over all flat joints and one separate coat of joint compound applied over interior angles. Fastener heads and accessories shall be covered with three separate coats of joint compound. All joint compound shall be smooth and free of tool marks and ridges. Coat prepared surface with specified primer.'
- 2) Painted, Untextured Gypsum Board Surfaces, Except in Mechanical, Storage, And Utility Areas:
 - a) GA-214-07e Level 5: 'All joints and interior angles shall have tape embedded in joint compound and two separate coats of joint compound applied over flat joints and one separate coat of joint compound applied over interior angles. Fastener heads and accessories shall be covered with three separate coats of joint compound. A thin skim coat of joint compound trowel applied, or a material manufactured especially for this purpose and applied in accordance with manufacturer's recommendations, shall be applied to the entire surface. The surface shall be smooth and free of tool marks and ridges. Coat prepared surface with specified primer.'

3.3 FIELD QUALITY CONTROL

A. Non-Conforming Work:

1. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - a. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - b. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

3.4 CLEANING

- #### **A. Remove from site debris resulting from work of this Section including taping compound spills.**

END OF SECTION

SECTION 096700**EPOXY RESIN COMPOSITION FLOORING****PART 1 GENERAL****1.1 GENERAL REQUIREMENTS**

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 WORK INCLUDED

- A. Work of this Section includes, but is not limited to, providing all labor, materials, equipment transportation and services necessary to complete the epoxy resin composition flooring and integral base as indicated on the drawings and as specified herein. To include surface preparation, primer, base and finish coat and cove base.

1.3 REFERENCES

- A. References made herein to published specifications; standards, methods of testing and recommended methods of trade, industry and governmental organizations shall apply to the year of original adoption or the year of the latest revision or approvals.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product Data: Submit manufacturer=s technical data, application instructions and general recommendations for the epoxy resin composition flooring specified herein.
- C. Samples for initial selection purposes in form of manufacturer=s color charts showing full range of colors and finishes available.
 - 1. Submit 4" x 4" samples of color chips from manufacturer=s standard colors.
- D. Material certificates signed by manufacturer certifying that the epoxy resin composition flooring complies with requirements specified herein.
- E. Maintenance Instructions: Submit manufacturer=s written instructions for recommended maintenance practices.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer or applicator with five years experience and who has specialized in installing resinous flooring types similar to that required for this Project and who is acceptable to manufacturer of primary materials.
- B. Single-Source Responsibility: Obtain epoxy resin composition flooring materials, including primers, resins, hardening agents and finish or sealing coats from a single manufacturer.
- C. Qualified Materials: Request for material approvals for any products other than the

specified products must be submitted to the Architect prior to the bid, including complete application specification, physical characteristics, and chemical resistance data. Any request after this date will not be accepted. Failure of performance requires immediate removal and replacement of unapproved substituted material with those originally specified at no cost to the Owner, Architect, Construction Manager or General Contractor.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original packages and containers with seals unbroken and bearing manufacturer=s labels containing brand name and directions for storage and mixing with other components.
- B. Store materials to comply with manufacturer=s directions to prevent deterioration from moisture, heat, cold, direct sunlight or other detrimental effects.
- C. Materials shall be stored in a dry, enclosed area protected from exposure to moisture. Temperature of storage area shall be maintained between 60 and 85 degrees F/16 and 32 degrees C.

1.7 PROJECT CONDITIONS

- A. Environmental Conditions: Comply with epoxy resin composition flooring manufacturer=s directions for maintenance of ambient and substrate temperature, moisture, humidity, ventilation and other conditions required to execute and protect Work.

1.8 WARRANTY

- A. Provide one (1) year guarantee for material and installation.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Troweled epoxy resin composition flooring.

2.2 PROPERTIES

- A. Color: Dur-A- Quart Q28-13 by Dur-A-Flex or approved equal.
- B. Physical Properties: Provide flooring system that meets or exceeds the listed minimum physical property requirements when tested according to the referenced standard test method in parentheses.
 - 1. Compressive Strength (ASTM C-579) 11,000 psi
 - 2. Tensile Strength (ASTM C-307) 2,000 psi
 - 3. Flexural Modulus of Elasticity (ASTM C-580) 4,300 psi
 - 4. Water Absorption (ASTM C-413) .01%
 - 5. Surface Hardness (ASTM D-2240) 86 Durometer AD@
 - 6. Abrasion Resistance (ATM C-501) 597.4
 - 7. Impact Resistance (MIL D-3134, Para 4.7.3) 0.024" max. No chipping, cracking, loss of adhesion
 - 8. Impact Resistance (Gardner Impact Tester) No chipping, cracking, or

designed screed box adjusted to manufacturer=s recommended height. Hand trowel apply mixed material over freshly primed substrate using steel finishing trowels or power trowel material.

- D. Undercoat - Remove any surface irregularities by lightly abrading and vacuuming the floor surface. Mix and apply undercoat with strict adherence to manufacturer=s installation procedures and coverage rates.
- E. Broadcast - Immediately broadcast quartz silica aggregate into the undercoat using manufacturer=s specially design spray caster. Strict adherence to manufacturer=s installation procedures and coverage rates is imperative.
- F. Sealer - Remove excess unbonded granules by lightly brushing and vacuuming the floor surface. Mix and apply sealer with strict adherence to manufacturer=s installation procedures.

3.4 CURING, PROTECTION & CLEANING

- A. Curing resinous flooring materials in compliance with manufacturer=s directions, taking care to prevent contamination during stages of application and prior to completion of curing process. Close area of application for a minimum of 24 hours.
- B. Protect resinous flooring materials from damage and wear during construction operation. Where temporary covering is required for this purpose, comply with manufacturer=s recommendations for protective and method of application. General Contractor is responsible for protection and cleaning of surfaces after final coats.
- C. Cleaning: Remove temporary covering and clean resinous flooring just prior to final inspection. Use cleaning materials and procedures recommended by resinous flooring manufacture.

END OF SECTION

SECTION 09 9001

COMMON PAINTING AND COATING REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To:
 - 1. Common procedures and requirements for field-applied painting and coating.
- B. Related Requirements:
 - 1. Section 07 9213: 'Elastomeric Joint Sealants' for quality of Elastomeric Joint Sealants.

1.2 REFERENCES

- A. Definitions:
 - 1. Damage Caused By Others: Damage caused by individuals other than those under direct control of Painting Applicator (MPI(a), PDCA P1.92).
 - 2. Gloss Levels:
 - a. Specified paint gloss level shall be defined as sheen rating of applied paint, in accordance with following terms and values, unless specified otherwise for a specific paint system.

Gloss Level '1'	Traditional matte finish - flat	0 to 5 units at 60 degrees to 10 units maximum at 85 degrees.
Gloss Level '2'	High side sheen flat - 'velvet-like' finish	10 units maximum at 60 degrees and 10 to 35 units at 85 degrees.
Gloss Level '3'	Traditional 'eggshell-like' finish	10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees.
Gloss Level '4'	'Satin-like' finish	20 to 35 units at 60 degrees and 35 units minimum at 85 degrees.
Gloss Level '5'	Traditional semi-gloss	35 to 70 units at 60 degrees.
Gloss Level '6'	Traditional gloss	70 to 85 units at 60 degrees.
Gloss Level "7"	High gloss	More than 85 units at 60 degrees.

- 3. Properly Painted Surface:
 - a. Surface that is uniform in appearance, color, and sheen and free of foreign material, lumps, skins, runs, sags, holidays, misses, strike-through, and insufficient coverage. Surface free of drips, spatters, spills, and overspray caused by Paint Applicator. Compliance will be determined when viewed without magnification at a distance of 5 feet (1.50 m) minimum under normal lighting conditions and from normal viewing position (MPI(a), PDCA P1.92).
- 4. Latent Damage: Damage or conditions beyond control of Painting Applicator caused by conditions not apparent at time of initial painting or coating work.
- B. Reference Standards:
 - 1. The latest edition of the following reference standard shall govern all painting work:
 - a. MPI(a), 'Architectural Painting Specification Manual' by Master Painters Institute (MPI), as issued by local MPI Accredited Quality Assurance Association having jurisdiction.
 - b. MPI(r), 'Maintenance Repainting Manual' by Master Painters Institute (MPI), as issued by local MPI Accredited Quality Assurance Association having jurisdiction.

1.3 SUBMITTALS

- A. Action Submittals:
1. Product Data:
 - a. Include following information for each painting product, arranged in same order as in Project Manual.
 - 1) Manufacturer's cut sheet for each product indicating ingredients and percentages by weight and by volume, environmental restrictions for application, and film thicknesses and spread rates.
 - 2) Provide one (1) copy of 'MPI Approved Products List' showing compliance for each MPI product specified.
 - a) MPI Information is available from MPI Approved Products List using the following link: <http://www.paintinfo.com/mpi/approved/index.shtml>.
 - 3) Confirmation of colors selected and that each area to be painted or coated has color selected for it.
 2. Samples: Provide two 4 inch by 6 inch (100 mm by 150 mm) minimum draw-down cards for each paint or coating color selected for this Project.
- B. Informational Submittals:
1. Manufacturer Instructions:
 - a. Manufacturer's substrate preparation instructions and application instruction for each painting system used on Project.
 2. Qualification Statement:
 - a. Applicator:
 - 1) Provide Qualification documentation if requested by Architect or Owner.
- C. Closeout Submittals:
1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
 - a. Record Documentation:
 - 1) Manufacturer's documentation:
 - a) Manufacturer's cut sheet for each component of each system.
 - b) Schedule showing rooms and surfaces where each system was used.
- D. Maintenance Materials Submittals:
1. Extra Stock Materials:
 - a. Provide painting materials in Manufacturer's original containers and with original labels in each color used. Label each can with color name, mixture instructions, date, and anticipated shelf life.
 - b. Provide one (1) quart of each finish coat and one (1) pint of each primer and of each undercoat in each color used.

1.4 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approval:
1. Conform to work place safety regulations and requirements of those authorities having jurisdiction for storage, mixing, application and disposal of all paint and related hazardous materials.
 2. Paint and painting materials shall be free of lead and mercury, and have VOC levels acceptable to local jurisdiction.
 3. Master Painters Institute (MPI) Standards:
 - a. Products: Comply with MPI standards indicated and listed in 'MPI Approved Products List'.
 - b. Preparation and Workmanship: Comply with requirements in 'MPI Architectural Painting Specification Manual' for products and coatings indicated.
- B. Field Samples:
1. Before application of any paint system, meet on Project site with Architect, Owner's representative, and Manufacturer's representative. Architect may select one (1) surface for

- application of each paint system specified. This process will include establishing acceptable substrate conditions required for Project before application of paints and coatings.
2. Apply paint systems to surfaces indicated by Architect following procedures outlined in Contract Documents and Product Data submission specified above.
 3. After approval of samples, proceed with application of paint system throughout Project. Approved samples will serve as standard of acceptability.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:
1. Deliver specified products in sealed, original containers with Manufacturer's original labels intact on each container.
 2. Deliver amount of materials necessary to meet Project requirements in single shipment.
- B. Storage And Handling Requirements:
1. Store materials in single place.
 2. Keep storage area clean and rectify any damage to area at completion of work of this Section.
 3. Maintain storage area at 55 deg F (13 deg C) minimum.

1.6 FIELD CONDITIONS

- A. Ambient Conditions:
1. Perform painting operations at temperature and humidity conditions recommended by Manufacturer for each operation and for each product for both interior and exterior work.
 2. Apply painting systems at lighting level of 540 Lux (50 foot candles) minimum on surfaces to be painted.
 - a. Inspection of painting work shall take place under same lighting conditions as application.
 - b. If painting and coating work is applied under temporary lighting, deficiencies discovered upon installation of permanent lighting will be considered latent damage as defined in MPI Manual, PDCA P1-92.

PART 2 - PRODUCTS

2.1 SYSTEMS

- A. Performance:
1. Design Criteria:
 - a. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - b. All materials, preparation and workmanship shall conform to requirements of 'Architectural Painting Specification Manual' by Master Painters Institute (MPI).
 - c. All paint manufacturers and products used shall be as listed under Approved Product List section of MPI Painting Manual.
 - d. Provide Premium Grade systems (2 top coats) as defined in MPI Architectural Painting Specification Manual, except as otherwise indicated.
 - e. Where specified paint system does not have Premium Grade, provide Budget Grade.
 - f. Provide products of same manufacturer for each coat in coating system.
 - g. Where required to meet LEED (Leadership in Energy and Environmental Design) program requirements, use only MPI listed materials having an "L" rating designation.

- B. Materials:
1. Materials used for any painting system shall be from single manufacturer unless approved otherwise in writing by painting system manufacturers and by Architect. Include manufacturer approvals in Product Data submittal.
 2. Linseed oil, shellac, turpentine, and other painting materials shall be pure, be compatible with other coating materials, bear identifying labels on containers, and be of highest quality of an approved manufacturer listed in MPI manuals. Tinting color shall be best grade of type recommended by Manufacturer of paint or stain used on Project.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification Of Conditions:
1. Directing applicator to begin painting and coating work will indicate that substrates to receive painting and coating materials have been previously inspected as part of work of other Sections and are complete and ready for application of painting and coating systems as specified in those Sections.
- B. Pre-Installation Testing:
1. Before beginning work of this Section, examine, and test surfaces to be painted or coated for adhesion of painting and coating systems.
 2. Report in writing to Architect of conditions that will adversely affect adhesion of painting and coating work.
 3. Do not apply painting and coating systems until party responsible for adverse condition has corrected adverse condition.
- C. Evaluation And Assessment:
1. Report defects in substrates that become apparent after application of primer or first finish coat to Architect in writing and do not proceed with further work on defective substrate until such defects are corrected by party responsible for defect.

3.2 PREPARATION

- A. Protection Of In-Place Conditions:
1. Protect other finish work and adjacent materials during painting. Do not splatter, drip, or paint surfaces not intended to be painted. These items will not be spelled out in detail but pay special attention to the following:
 - a. Do not paint finish copper, bronze, chromium plate, nickel, stainless steel, anodized aluminum, or monel metal except as explicitly specified.
 - b. Keep cones of ceiling speakers completely free of paint.
 - c. On existing work where ceiling is to be painted, speakers and grilles are already installed, and ceiling color is not being changed, mask off metal grilles installed on ceiling speakers. If ceiling color is being changed, remove metal grilles and paint, and mask off ceiling speakers.
- B. Surface Preparation:
1. Prepare surfaces in accordance with MPI requirements and requirements of Manufacturer for each painting system specified, unless instructed differently in Contract Documents. Bring conflicts to attention of Architect in writing.
 2. Fill minor holes and cracks in wood surfaces to receive paint or stain.
 3. Surfaces to be painted shall be clean and free of loose dirt. Clean and dust surfaces before painting or finishing.

3.3 APPLICATION

- A. Interface With Other Work:
 - 1. Coordinate with other trades for materials and systems that require painting before installation.
 - 2. Schedule painting and coating work to begin when work upon which painting and coating work is dependent has been completed. Schedule installation of pre-finished and non-painted items, which are to be installed on painted surfaces, after application of final finishes.
- B. Paint or finish complete all surfaces to be painted or coated as described in Contract Documents,
- C. Apply sealant in gaps 3/16 inch (5 mm) and smaller between two substrates that are both to be painted or coated. Sealants in other gaps furnished and installed under Section 07 9213.
- D. Spread materials smoothly and evenly. Apply coats to not less than wet and dry film thicknesses and at spreading rates for specified products as recommended by Manufacturer.
- E. Touch up suction spots after application of first finish coat.
- F. Paint shall be thoroughly dry and surfaces clean before applying succeeding coats.
- G. Make edges of paint adjoining other materials or colors clean, sharp, and without overlapping.
- H. Finished work shall be a 'Properly Painted Surface' as defined in this Section.

3.4 FIELD QUALITY CONTROL

- A. Non-Conforming Work:
 - 1. Correct deficiencies in workmanship as required to leave surfaces in conformance with 'Properly Painted Surface,' as defined in this Section.
 - 2. Correction of 'Latent Damage' and 'Damage Caused By Others,' as defined in this Section, is not included in work of this Section.

3.5 CLEANING

- A. General:
 - 1. As work proceeds and upon completion of work of any painting Section, remove paint spots from floors, walls, glass, or other surfaces and leave work clean, orderly, and in acceptable condition.
- B. Waste Management:
 - 1. Remove rags and waste used in painting operations from building each night. Take every precaution to avoid danger of fire.
 - 2. Paint, stain and wood preservative finishes and related materials (thinners, solvents, caulking, empty paint cans, cleaning rags, etc.) shall be disposed of subject to regulations of applicable authorities having jurisdiction.
 - 3. Remove debris caused by work of paint Sections from premises and properly dispose.
 - 4. Retain cleaning water and filter out and properly dispose of sediments.

END OF SECTION

SECTION 09 9114**EXTERIOR PAINTED CMU, CONCRETE, STUCCO****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Preparing and painting new and existing exterior masonry, concrete, and stucco surfaces as described in Contract Documents.
- B. Related Requirements:
 - 1. Section 09 9001: 'Common Painting And Coating Requirements':

PART 2 - PRODUCTS**2.1 SYSTEM**

- A. Manufacturers:
 - 1. Approved Products and Manufacturers. See Section 01 6200:
 - a. Products listed in edition of MPI Approved Product List current at time of bidding and later are approved, providing they meet VOC requirements in force where Project is located.
- B. Description:
 - 1. Concrete:
 - a. New Surfaces: Use MPI(a) EXT 3.1A Latex Finish system.
 - b. Previously Finished Surfaces: Use MPI(r) REX 3.1A Latex Finish system.
 - 2. CMU:
 - a. New Surfaces: Use MPI(a) EXT 4.2A Latex Finish system.
 - b. Previously Finished Surfaces: Use MPI(r) REX 4.2A Latex Finish system.
- C. Performance:
 - 1. Finish Requirements:
 - a. New Surfaces: MPI Premium Grade finish requirements.
 - b. Deteriorated Existing Surfaces: MPI Premium Grade finish requirements.
 - c. Sound Existing Surfaces: MPI Custom Grade finish requirements.
 - d. Gloss / Sheen Level Required: Gloss Level 1.
- D. Materials:
 - 1. Block Filler, New CMU Only: MPI Product 4: 'Block Filler, Latex, Interior/Exterior'.
 - 2. Finish Coats: MPI Product 10: 'Latex, Exterior Flat (MPI Gloss Level 1-2)'.

PART 3 - EXECUTION**3.1 PREPARATION**

- A. Except for steam cured products, cure cement type surfaces from 60 to 90 days in accordance with Paint Manufacturer's recommendations before painting.

3.2 APPLICATION

- A. General: See appropriate paragraphs of Section 09 9001.
- B. New Surfaces:
 - 1. On highly porous surfaces when weather is exceptionally hot and dry, it may be desirable to dampen surface before applying first coat of an emulsion paint.
 - 2. Completely cover voids in masonry block.
 - 3. Roll after spraying if necessary to eliminate pinholing.
- C. Existing Painted Surfaces:
 - 1. Remove deteriorated and chalked existing paint down to sound substrate by scraping and or high-pressure spray. Feather edges of existing paint by sanding to be smooth with adjacent surfaces.
 - 2. Clean existing sound painted surfaces as well as scraped and sanded existing painted surfaces as recommended by Paint Manufacturer.
 - 3. Fill cracks with masonry crack filler.
 - 4. Prime scraped and sanded areas.
 - 5. Apply finish coat as required for new work.
- D. Existing Unpainted Surfaces:
 - 1. Power wash surfaces to be painted.
 - 2. Fill cracks with masonry crack filler.
 - 3. Apply block filler and finish coat as required for new work.

END OF SECTION

SECTION 09 9123**INTERIOR PAINTED GYPSUM BOARD, PLASTER****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Preparing, priming, and finish painting new and existing interior gypsum board and plaster surfaces as described in Contract Documents.
- B. Related Requirements:
 - 1. Section 09 9413: 'Interior Textured Finishing' for textured finishes.

PART 2 - PRODUCTS**2.1 SYSTEM**

- A. Manufacturers:
 - 1. Approved Manufacturers and Products.
 - a. Products listed in edition of MPI Approved Product List current at time of bidding and later are approved, providing they meet VOC requirements in force where Project is located.
- B. Description:
 - 1. Breakroom:
 - a. New Surfaces: Use MPI(a) INT 9.2F Waterborne Epoxy Finish system.
 - b. Previously Finished Surfaces: Use MPI(r) RIN 9.2E Waterborne Epoxy Finish system.
 - 2. All Other:
 - a. New Surfaces: Use MPI(a) INT 9.2B Latex Finish system.
 - b. Previously Finished Work: Use MPI(r) RIN 9.2B Latex Finish system.
- C. Performance:
 - 1. Design Criteria:
 - a. New Surfaces: MPI Premium Grade finish requirements.
 - b. Deteriorated Existing Surfaces: MPI Premium Grade finish requirements.
 - c. Sound Existing Surfaces: MPI Custom Grade requirements.
 - d. Gloss / Sheen Required:
 - 1) Breakroom: Gloss Level 6.
 - 2) Ceiling: Gloss Level 1 or 2 to match existing.
 - 3) Remaining Painted Surfaces: Gloss Level 5.
- D. Materials:
 - 1. Primers:
 - a. MPI Product 50, 'Primer Sealer, Latex, Interior'.
 - 2. Finish Coats:
 - a. Breakroom:
 - 1) Buildings with only Gypsum Board surfaces in rooms:
 - a) MPI Product 115, 'Epoxy-Modified Latex, Interior, Gloss (MPI Gloss Level 6)'.
 - b. Ceiling:
 - 1) MPI Product 53, 'Latex, Interior, Flat (MPI Gloss Level 1)'.
 - c. Remaining Painted Surfaces:
 - 1) MPI Product 141, 'Latex, Interior, High Performance Architectural, Semi-Gloss (MPI Gloss Level 5)'.

PART 3 - EXECUTION**3.1 APPLICATION**

- A. General: See appropriate paragraphs of Section 09 9001.
- B. New Surfaces:
 - 1. Primer: Apply primer to be covered with other paint coats with roller only, or with spray gun and back-rolled.
- C. Existing Painted Surfaces:
 - 1. Remove deteriorated existing paint down to sound substrate by scraping or sanding. Feather edges of existing paint by sanding to be smooth with adjacent surfaces.
 - 2. Clean surface with mild soap and water, or with tri-sodium phosphate (TSP). Wash surfaces that have been defaced with marking pens, crayons, lipstick, etc, with solvent recommended by Paint Manufacturer. Spot prime such surfaces.
 - 3. Spackle and tape cracks. Sand to smooth finish and spot prime.
 - 4. Sand or chemically etch existing painted surface as required to prepare surface to accept new paint.
 - 5. Re-clean surface.
 - 6. Apply primer coat.
 - 7. Apply finish coats.

END OF SECTION

SECTION 09 9124**INTERIOR PAINTED METAL****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Preparing and painting new and existing interior metal surfaces as described in Contract Documents.
- B. Related Requirements:
 - 1. Section 09 9001: 'Common Painting And Coating Requirements':

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conferences:
 - 1. Participate in pre-installation conference as specified in Section 09 9001.
- B. Sequencing:
 - 1. Paint brackets furnished under Section 05 5871 before installation of bracket.

PART 2 - PRODUCTS**2.1 SYSTEM**

- A. Manufacturers:
 - 1. Approved Products and Manufacturers. See Section 01 6200 for definitions of Categories.
 - a. Products listed in edition of MPI Approved Product List current at time of bidding and later are approved, providing they meet VOC requirements in force where Project is located.
- B. Description:
 - 1. Ferrous Metal:
 - a. New Surfaces: Use MPI(a) INT 5.1B Waterborne Light Industrial Finish system.
 - b. Previously Finished Surfaces: Use MPI(r) RIN 5.1B Waterborne Light Industrial Finish system.
 - 2. Galvanized Metal:
 - a. New Surfaces: Use MPI(a) INT 5.3J Latex Finish system
 - b. Previously Finished Surfaces: Use MPI(r) RIN 5.3AH Latex Finish system.
 - 3. Aluminum:
 - a. New Surfaces: Use MPI(a) INT 5.4E Waterborne Light Industrial Finish system.
 - b. Previously Finished Surfaces: Use MPI(r) REX 5.4E Light Industrial Finish system.
- C. Performance:
 - 1. Design Requirements:
 - a. New Surfaces: MPI Premium Grade finish requirements.
 - b. Deteriorated Existing Surfaces: MPI Premium Grade finish requirements.
 - c. Sound Existing Surfaces: MPI Custom Grade finish requirements.
 - d. Gloss / Sheen Level Required: Gloss Level 5.
- D. Materials:
 - 1. Primers:

- a. Ferrous Metal: MPI Product 107, 'Primer, Rust-Inhibitive, Water Based'.
 - b. Galvanized Metal: MPI Product 134: 'Primer, Galvanized, Water Based'.
 - c. Aluminum: MPI Product 95: 'Primer, Quick Dry, for Aluminum'.
2. Finish Coats: MPI Product 153: 'Light Industrial Coating, Interior, Water Based, Semi-Gloss (MPI Gloss Level 5)'.

PART 3 - EXECUTION

3.1 APPLICATION

- A. General:
 1. See appropriate paragraphs of Section 09 9001.
 2. Systems specified are in addition to prime coats furnished under other Sections.
- B. New Surfaces: Remove rust spots by sanding and immediately spot prime. If all traces of rust cannot be removed, apply rust blocker recommended by Paint Manufacturer before applying full primer coat.

END OF SECTION

SECTION 09 9413**INTERIOR TEXTURED FINISHING****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Furnish and apply texturing on walls and ceilings to match existing as described in Contract Documents.
- B. Related Requirements:
 - 1. Section 09 2900: Priming.
 - 2. Section 09 9001: 'Common Painting And Coating Requirements':
 - 3. Section 09 9123: Finish painting.

1.2 REFERENCES

- A. Definitions:
 - 1. Drywall Texture: Compound rolled, sprayed, or troweled onto sheetrock after taping and floating of joints is complete. Uses same material as joint compound, but thinned down with water and applied to wall surface:
 - a. Light Orange Peel: Sprayed texture leaves light splatter on walls. Resembles peel of orange. If done with fine spray, can be one of the lightest, least noticeable of the texture styles.
 - b. Smooth - Smooth application of texture over sheetrock wall that feathers out sheetrock joints, and creates even, non-textured wall.

1.3 SUBMITTALS

- A. Action Submittals:
 - 1. Samples:
 - a. Light Orange Peel Texture:
 - 1) Provide minimum of three (3) 24 inch (600 mm) square control samples on primed gypsum wallboard of 'light orange peel' texture to show possible variations.

1.4 QUALITY ASSURANCE

- A. Field Samples:
 - 1. Before performing work of this Section, prepare control samples.
 - 2. Architect will inspect control sample at pre-installation conference following preparation of control sample. When sample is approved, work of this Section may proceed. Approved samples will be kept at site at all times work of this section is being performed.

PART 2 - PRODUCTS**2.1 SYSTEM**

- A. Manufacturers:
 - 1. Manufacturer Contact List:
 - a. National Gypsum, Charlotte, NC www.nationalgypsum.com.
 - b. U S Gypsum Co, Chicago, IL www.usg.com.

- B. Materials:
 - 1. Quality Standards:
 - a. ProForm Perfect Spray EM/HF by National Gypsum.
 - b. Sheetrock Wall & Ceiling Texture by U S Gypsum.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Location:
 - 1. Walls and ceilings:
 - a. Light Orange Peel Texture to match existing:
 - 1) All areas except those listed in following paragraph.
- B. Finishing:
 - 1. Light Orange Peel Texture:
 - a. After gypsum board is taped, sanded, and primed, apply texture. Closely match samples accepted by Architect.
 - 2. Smooth:
 - a. After gypsum board is taped, sanded, and primed, apply texture.

END OF SECTION

DIVISION 10: SPECIALTIES

10 1000 INFORMATION SPECIALTIES

- 10 1453 TRAFFIC SIGNAGE
- 10 1490 MISCELLANEOUS CODE SIGNAGE

10 4000 SAFETY SPECIALTIES

- 10 4400 FIRE PROTECTION SPECIALTIES

10 5000 STORAGE SPECIALTIES

- 10 5629 STORAGE SHELVING

END OF TABLE OF CONTENTS

SECTION 10 1453**TRAFFIC SIGNAGE****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Furnishing and installing of exterior post-mounted site signage as described in Contract Documents.
- B. Related Requirements:
 - 1. Section 03 3053: 'Miscellaneous Exterior Cast-In-Place Concrete' for quality requirements of concrete used for parking sign posts.

1.2 REFERENCES

- A. Reference Standards:
 - 1. International Code Council / American National Standards Institute:
 - a. ICC/ANSI A117.1-2010, 'Accessible and Usable Buildings and Facilities'.
 - 2. U.S. Department of Justice:
 - a. 2010 'ADA Standards for Accessible Design'.

1.3 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
 - 1. Sign shall meet ANSI A117.1 accessibility code and ADA standards for accessible design and local and state authorities having jurisdiction (AHJ) requirements.

PART 2 - PRODUCTS**2.1 ASSEMBLIES**

- A. Permanently Mounted:
 - 1. Post Foundation Concrete: One cu ft cement, 2 cu ft (0.0566 cu m) sand, 4 cu ft (0.1132 cu m) gravel, and 5 gallons (18.93 liters) minimum to 6 gallons (22.71 liters) maximum of water.
 - 2. Post Setting Grout at Sleeves:
 - a. Acceptable Products:
 - 1) Normal Construction Grout A by Bonsal American, Charlotte, NC www.bonsal.com.
 - 2) Advantage 1107 Grout by Dayton Superior Specialty Chemicals, Kansas City, KS www.daytonsuperiorchemical.com.
 - 3) NS Grout by Euclid Chemical Co, Cleveland, OH www.euclidchemical.com
 - 4) 5 Star Special Grout 110 by Five Star Products Inc, Fairfield, CT www.fivestarproducts.com.
 - 5) Duragrout by L&M Construction Chemicals Inc, Omaha, NE www.lmcc.com
 - 6) Sonneborn / BASF Building Systems, Shakopee, MN www.chemrex.com.
 - 7) Tamms Grout 621 by TAMMS Industries, Mentor, OH www.tamms.com.
 - 8) U S Spec MP Grout by U S Mix Products Co www.usspec.com.
 - 9) CG-86 Grout by W R Meadows, Hampshire, IL www.wrmeadows.com.

- 10) Equal as approved by Architect before use. See Section 01 6200.
3. Accessible Parking Signs:
 - a. Design Criteria:
 - 1) Meet regulatory agency requirements for accessibility.
 - 2) Sign graphics and lettering shall be minimum required by agency having jurisdiction:
 - a) International symbol of accessibility should be posted on all accessible parking spaces and all accessible parking lot entrances.
 - b) Letters must contain visual characters and high dark to light contrast between characters and background as per ADA requirements:
 - c) Provide reflective background.
 - d) Van-accessible parking spaces to have additional 'text' or 'sign' below the accessibility symbol to mark the van-accessible area specifically:
 - 3) Size: 12 inches (305 mm) x 18 inches (457 mm) aluminum sign.
 - 4) Sign shall have rounded corners.
 - b. Acceptable Products:
 - 1) Parking signs by My Parking Sign, Brooklyn, NY www.MyParkingSign.com.
 - 2) Equal as approved by Architect before use. See Section 01 6200.
4. Posts:
 - a. Handicap Accessible Parking Signage:
 - 1) Provide galvanized post as shown on Contract Drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Permanently Mounted:
 1. Locate as shown on Site Plan.
 - a. Follow ADA guidelines and local and state authorities having jurisdiction (AHJ) for placement of sign requirements:
 - 1) Van accessible sign should be placed so that it is not obscured by anything including a standing van, vehicle or other obtrusive objects.
 - 2) Signs should be placed at such a height (at least 60 inches (1 500 mm) above surface) that they do not get obscured by any parked vehicles or other obstructions. Signs must be viewable from drivers' seat of vehicle and located right in view of parking spaces.
 2. Install signs square and plumb.
 3. Post Foundations:
 - a. Follow requirements of Section 03 3053: 'Miscellaneous Exterior Cast-In-Place Concrete' for post foundation:
 - 1) Mix concrete components thoroughly, place in post foundation holes sized as shown on Contract Drawings.
 - b. Mow Strips:
 - 1) At mow strips where shown on Site Plan, set top of post foundation below grade sufficient to allow for placing of mow strip.
 - c. Placement Before Installation of Slabs:
 - 1) Measure post foundation depth from top of slab. Extend bottom of slab footing sufficient to allow specified amount of concrete around post.
 - d. Placement After Installation of Slabs:
 - 1) Where posts are installed after installation of slabs, core slab width of foundation diameter as shown on Contract Documents to accommodate post foundation.
 4. Handicap Accessible Parking Signage:
 - 1) Attach sign to galvanized steel posts as shown on Contract Drawings with stainless steel self tapping screws.
 - 2) Isolate dissimilar materials (steel tube and aluminum sign).
 5. Post Foundations:

- a. Mix concrete components thoroughly, place in post foundation holes 8 inches (200 mm) in diameter by 36 inches (900 mm) deep, and set mounting sleeves. Sleeves shall extend 2 inches (50 mm) maximum above top of finish concrete elevation.
 - 1) Where posts are installed before installation of slabs, measure post foundation depth from top of slab. Extend bottom of slab footing sufficient to allow specified amount of concrete around post.
 - 2) Where posts are installed after installation of slabs, core slab 8 inches (200 mm) in diameter minimum to accommodate post foundation.
- b. Install post in mounting sleeve so bottom of post is 6 inches (150 mm) from top of sleeve. Rivet post to mounting sleeve or bolt using tamper-proof bolts.

END OF SECTION

SECTION 10 1490**MISCELLANEOUS INTERIOR CODE SIGNAGE****PART 1 - GENERAL****1.1 SUMMARY**

- A. Products Supplied But Not Installed Under This Section
 - 1. Code Signs
- B. Related Sections
 - 1. Division 06 2001: Installation

1.2 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Schedule showing signs required, location, and text.

PART 2 - PRODUCTS**2.1 MANUFACTURED UNITS**

- A. Restroom Accessibility Signs
 - 1. Men's – equilateral triangle 1/4" thick, 12" long edges with base parallel to floor and vertex pointing upward. ANSI A117.1 symbol for men.
 - 2. Women's – circle 1/4" thick, 12" in diameter. ANSI A117.1 symbol for women.
 - 3. Unisex – circle 1/4" thick, 12" in diameter. ANSI A117.1 symbol for unisex facilities.
 - 4. Mount in center of door at 60" above floor to symbol center.
 - 5. Blue background with white symbol, engraved.
- B. Handicap Symbol of Accessibility
 - 1. Mount on building exterior adjacent to accessible entrance; mount 40" above floor.
 - 2. Mount adjacent to accessible restrooms.
 - 3. White symbol on blue background.
- C. Tactile Exit Signs
 - 1. Provide tactile exit signs as shown on drawings in compliance with CBC Section 1117B.5
- D. Identification Signs Required By Fire Department
 - 1. Provide signs identifying fire roof access and electrical room in accordance with Fire Department requirements.
 - 2. Provide signs identifying fire extinguishers in accordance with Fire Department Requirements.
- E. Approved Manufacturers
 - 1. Inland Pacific – Spokane, WA (800) 541-4000
 - 2. CCSW Graphics – Corpus Christi, TX (800) 322-4515
 - 3. Mark Master – Tampa, FL (800) 441-6275
 - 4. South Texas Graphics Specialties, Inc. – Houston, TX (713) 467-4499
 - 5. AA White Company – Providence RI (401) 453-4300

PART 3 - EXECUTION**3.1 INSTALLATION**

- A. Install signs square and plumb.
- B. Mount with permanent two-sided tape.

END OF SECTION

SECTION 10 4400**FIRE PROTECTION SPECIALTIES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Products Furnished But Not Installed Under This Section:
 - 1. Extinguishers.
- B. Related Requirements:
 - 1. Section 09 2216: 'Non-Structural Metal Framing' for blocking in metal-framed walls.

1.2 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data:
 - a. Manufacturer's literature or cut sheets for cabinets and extinguishers.
- B. Closeout Submittals:
 - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
 - a. Warranty Documentation:
 - 1) Include copy of final, executed warranty.
 - b. Record Documentation:
 - 1) Testing and Inspection Reports:
 - a) Testing Agency Inspecting Reports of Drilled-In Mechanical Anchors / Adhesive Anchors / Screw Anchors.

1.3 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
 - 1. Fire extinguishers shall be inspected and have annual inspection tag attached before Substantial Completion.

1.4 WARRANTY

- A. Manufacturer Warranty:
 - 1. Manufacturer's standard, written warranty on fire extinguisher.

PART 2 - PRODUCTS**2.1 EQUIPMENT**

- A. Manufacturers:
 - 1. Fire Extinguishers:
 - a. Approved Manufacturers. See Section 01 6200.
 - 1) Amerex Corp, Trussville, AL www.amerex-fire.com.
 - 2) Ansul Incorporated, Marinette, WI www.ansul.com.

- 3) Buckeye Fire Equipment, Kings Mountain, NC www.buckeyef.com.
 - 4) Extinguishers private-labeled by manufacturers approved above are approved, with appropriate documentation.
- B. Acceptable Distributors:
1. W.W. Grainger, Inc., Lake Forest, IL www.grainger.com.
 2. Equal as approved by Architect before bidding. See Section 01 6200.
- C. Fire Extinguishers:
1. Design Criteria:
 - a. Ten pound dry chemical ABC stored pressurized type equipped with pressure gauge and which does not need recharging except after use.
 - b. Instructions for repairs, maintenance, and recharging shall be attached.
 - c. Unit shall be tested and approved by UL and have minimum 4A:60-B:C UL rating. UL rating shall appear on extinguisher labels and be attached to and a part of fire extinguisher units.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Special Techniques:
1. Securely mount extinguisher and hangers plumb with wall surfaces.

END OF SECTION

SECTION 10 5629
STORAGE SHELVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To:
1. Furnish and install stainless steel storage units as described in Contract Documents.

1.2 SUBMITTALS

- A. Action Submittals:
1. Shop Drawings:
 - a. Show shelving assembly, dimension, and connection details.
- B. Informational Submittals:
1. Manufacturer Instructions:
 - a. Written installation instructions.
- C. Closeout Submittals:
1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
 - a. Warranty Documentation:
 - 1) Final, executed copy of Warranty.
 - b. Record Documentation:
 - 1) Manufacturers documentation:
 - a) Manufacturer's literature or cut sheet.

1.3 WARRANTY

- A. Manufacturer Warranty:
1. Manufacturer's two-year warranty on all parts.

PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

- A. Stainless Steel Wire Shelf Unit:
1. Unit size approximately 3 feet wide by 7 feet high by 2 feet deep.
 2. 18 ga, Type 304 stainless steel with raised edge
 3. NSF certified.
 4. 4 adjustable shelving units per unit, infinitely adjustable.
 5. Provide all connectors, brackets, anchors, and clips for a complete installation.
 6. Color and Finish:
 - a. Stainless steel factory finish
 7. Approved Product. See Section 01 6200:
 - a. Model H-6152 by U-line (800) 295-5510, customer.service@uline.com.
 - b. Equal as approved by Architect prior to bidding.

PART 3 - EXECUTION: Not Used

END OF SECTION

DIVISION 32: EXTERIOR IMPROVEMENTS

32 1000 BASES, BALLASTS, AND PAVING

32 1723 PAVEMENT MARKINGS

32 1726 TACTILE WARNING SURFACES

END OF TABLE OF CONTENTS

SECTION 32 1723**PAVEMENT MARKINGS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Furnish material and apply pavement markings as described in Contract Documents.

1.2 REFERENCES

- A. Definitions:
 - 1. ReflectORIZATION: Material, treatment or process to enable incident light to be returned in high proportions in the general direction of the light source.
- B. Reference Standards:
 - 1. U.S. Department of Transportation Federal Highway Administration:
 - a. Manual on Uniform Traffic Control Devices (MUTCD).

1.3 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
 - 1. Paint handicap spaces to conform to ADA Standards and local code requirements.

1.4 FIELD CONDITIONS

- A. Ambient Conditions:
 - 1. Apply only on dry surfaces, during favorable weather, and when damage by rain, fog, or condensation not anticipated.
 - 2. Latex Paint:
 - a. Atmospheric temperature above 50 deg F (10 deg C).
 - b. When temperature is not anticipated to drop below 50 deg F (10 deg C) during drying period.
 - 3. Alkyd or Chlorinated Rubber Paint:
 - a. Atmospheric temperature above 40 deg F (4 deg C).
 - b. When temperature is not anticipated to drop below 40 deg F (4 deg C) during drying period.

PART 2 - PRODUCTS**2.1 MATERIAL**

- A. Paint:
 - 1. Non-reflectorized.
 - 2. Types:
 - a. Acrylic Latex for uncured paving.
 - b. Alkyd or chlorinated rubber for cured paving.
 - c. Water based latex for sealed paving.
 - 3. Colors:

- a. White:
 - 1) Lane lines, edge lines, transverse lines, arrows, words, symbol markings, speed bump markings, parking space markings.
- b. Yellow:
 - 1) Cross-hatching in medians, cross hatching in safety zones separating opposing traffic flows, crosswalk stripes, safety markings, centerlines, edge lines along the left edge of a one-way roadway or one way ramp.
- c. Blue And White:
 - 1) In parking spaces specifically designated as reserved for the disabled.
- d. Red:
 - 1) Fire lanes, no parking zones, special raised pavement markers that are placed to be visible to "wrong-way" drivers.
- 4. Acceptable Products:
 - a. 442XX Traffic Marking Paint by ICI Devoe, Cleveland, OH www.devoepaint.com.
 - b. Set-Fast Traffic Marking Paint by Sherwin-Williams, Cleveland, OH www.sherwin-williams.com.
 - c. Equal as approved by Architect before application. See Section 01 6200.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Do not apply acrylic latex system until paving has cured seven (7) days minimum. Other paint systems may be applied as per Manufacturer's recommendations.
- B. Surfaces shall be dry and free of grease and loose dirt particles. Scrape and wire brush chipped or damaged paint on existing curbs.
- C. Perform layout with chalk or lumber crayon only.

3.2 APPLICATION

- A. Tolerances:
 - 1. General: Make lines parallel, evenly spaced, and with sharply defined edges.
 - 2. Line Widths:
 - a. Plus or minus 1/4 inch (6 mm) variance on straight segments.
 - b. Plus or minus 1/2 inch (13 mm) variance on curved alignments.
- B. Coverage:
 - 1. Apply a single coat to parking lots which are being re-stripped and where no surface treatments are being applied.
 - 2. Apply a single coat to an emulsion seal coat.
 - 3. Apply two (2) coats to a slurry seal coat. Apply a single coat and then wait thirty (30) to forty five (45) days and after ravel sweeping to apply the second coat.
 - 4. Apply two (2) coats to new parking lots and new overlays.
 - 5. Apply each coat at 150 sq ft (14 sq m) per gal.
 - 6. Apply second coat after three (3) hours minimum or when first coat is thoroughly dried, whichever is longer.

3.3 CLEANING

- A. Remove drips, overspray, improper markings, and paint material tracked by traffic by sand blasting, wire brushing, or other method approved by Architect before performance.

END OF SECTION

SECTION 32 1726**TACTILE WARNING SURFACES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
1. Furnish and install off detectable warning panels as described in Contract Documents.

1.2 SUBMITTALS

- A. Informational Submittals:
1. Manufacturer's Instructions: Provide Manufacturer's installation instructions.

1.3 WARRANTY

- A. Manufacturer Warranty:
1. Manufacturer's 5 year minimum warranty on materials and installation.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Detectable Warning Surface:
1. Color: Verify with local jurisdiction for required color if required.
 2. Show location of all detectable warning panels on Site Plan.
 3. Approved Products. See Section 01 6200.
 - a. TopMark by Flint Trading, Inc., Thomasville, NC www.flintrtrading.com.
 - 1) Phone: (336) 475-6600.

PART 3 - EXECUTION**3.1 PREPARATION**

- A. Temperature: Ambient and surface temperature must be 45 deg F (7 deg C) and rising. If substrate surface temperatures exceed 90 deg F (32 deg C), do not attempt to apply more than a 48 inch x 24 inch (1 200 mm x 600 mm) at one time.
- B. Surface: Apply on asphalt, or concrete surfaces.
1. Surface must be free of dirt, dust, deicing agents, chemicals and significant oily substances.
 2. Concrete surfaces must have surface porosity.
 3. Do not apply on top of previous markings, or coatings.
 4. Follow Manufacturer's written instructions on how to prepare the surface.

3.2 INSTALLATION

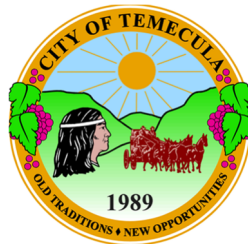
- A. Follow Manufacturer's written installation instructions.

END OF SECTION

TAB 2



**CITY OF TEMECULA
DEPARTMENT OF PUBLIC WORKS
41000 Main Street
Temecula, California 92590
(951) 694-6411**



**PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS
for**

**MARY PHILLIPS SENIOR CENTER
ENHANCEMENT AND RENOVATION
PROJECT NO. PW20-13 (REBID)**

**CITY OF TEMECULA
TEMECULA, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS**

**PLANS, SPECIFICATIONS, AND CONTRACT
DOCUMENTS**

for

**MARY PHILLIPS SENIOR CENTER
ENHANCEMENT AND RENOVATION
PROJECT NO. PW20-13 (REBID)**

PREPARED AT THE DIRECTION OF:



Patrick A. Thomas, RCE #44223
Director of Public Works / City Engineer

APPROVED AS TO FORM:



Peter M. Thorson, City Attorney

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

TABLE OF CONTENTS

for

**MARY PHILLIPS SENIOR CENTER ENHANCEMENT AND RENOVATION
PROJECT NO. PW20-13 (REBID)**

NOTICE INVITING BIDS.....	NIB-1
INSTRUCTIONS TO BIDDERS	IB-1
CONTRACT	C-1
LABOR AND MATERIALS BOND.....	LM-1
PERFORMANCE BOND.....	PB-1
MAINTENANCE BOND.....	MB-1
CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE.....	R-1
PROPOSAL	P-1
BID SHEETS	2
SUBCONTRACTORS LIST	5
STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE.....	6
BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS	7
NON-COLLUSION AFFIDAVIT.....	8
BIDDER'S AGREEMENT	9
BID BOND.....	10
GENERAL SPECIFICATIONS	GS-1
SCOPE OF WORK.....	1
TIME OF COMPLETION	1
UTILITY REQUIREMENTS	1
UTILITY LOCATION.....	3
FLOW AND ACCEPTANCE OF WATER.....	3
REMOVAL OF WATER	3
TRENCH SAFETY AND SHORING EXCAVATION.....	3
TRENCH PROTECTION AND EXCAVATION	4
STANDARD SPECIFICATION.....	5
WAGE RATES AND LABOR CODE REQUIREMENTS.....	5
SUBSTITUTION OF SECURITIES	6
SUBCONTRACTING.....	6
DISPOSAL OF MATERIALS.....	GS-7

DISTRIBUTION OF PLANS AND SPECIFICATIONS.....	GS-7
CLAIM DISPUTE RESOLUTION.....	8
REQUIREMENT TO MITIGATE THE SPREAD OF COVID-19.....	8
SPECIAL PROVISIONS.....	SP-1
SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS.....	1
1-2 TERMS AND DEFINITIONS.....	1
1-7 AWARD AND EXECUTION OF THE CONTRACT.....	2
SECTION 2 – SCOPE OF THE WORK.....	3
2-2 PERMITS.....	3
2-8 EXTRA WORK.....	3
SECTION 3 – CONTROL OF THE WORK.....	3
3-5 INSPECTION.....	3
3-7 CONTRACT DOCUMENTS.....	3
3-8 SUBMITTALS.....	4
3-10 SURVEYING.....	4
3-12 WORK SITE MAINTENANCE.....	5
3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.....	5
SECTION 4 – CONTROL OF MATERIALS.....	5
4-4 TESTING.....	5
SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES.....	6
5-1 LAWS AND REGULATIONS.....	6
5-3 LABOR.....	6
5-4 INSURANCE.....	7
5-7 SAFETY.....	8
SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK.....	10
6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.....	10
6-3 TIME OF COMPLETION.....	10
6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.....	10
6-9 LIQUIDATED DAMAGES.....	11
SECTION 7 – MEASUREMENT AND PAYMENT.....	11
7-3 PAYMENT.....	11
SECTION 10 – CONSTRUCTION DETAILS.....	12
10-1 CONSTRUCTION OF MARY PHILLIPS SENIOR CENTER ENHANCEMENT AND RENOVATION.....	SP-12

10-2(S) CONSTRUCTION OF SITE CATEGORY 01.....	SP-12
10-3(S) CONSTRUCTION OF SITE CATEGORY 02.....	12
10-4 PLYWOOD DECK REMOVAL AND REPLACEMENT (1 TO 4 SHEETS // 32 TO 128 SQUARE FEET)	13
10-5 PLYWOOD DECK REMOVAL AND REPLACEMENT (5 TO 15 SHEETS // 160 TO 480 SQUARE FEET)	13
10-6 PLYWOOD DECK REMOVAL AND REPLACEMENT (16 TO 50 SHEETS // 512 TO 1600 SQUARE FEET).....	13
SECTION 400 – PROTECTION AND RESTORATION.....	13
400-1 GENERAL.....	13
SECTION 402 – UTILITIES.....	14
402-4 RELOCATION	14
TECHNICAL SPECIFICATIONS	TS-1
EXHIBIT “A” – FEDERAL WAGE RATES	EA-1
EXHIBIT “B” – CAL/OSHA COVID-19 INFECTION PREVENTION IN CONSTRUCTION	EB-1

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

NOTICE INVITING BIDS

for

**MARY PHILLIPS SENIOR CENTER ENHANCEMENT AND RENOVATION
PROJECT NO. PW20-13 (REBID)**

1. NOTICE IS HEREBY GIVEN that the City of Temecula, Riverside County, California, will receive **ELECTRONIC BIDS ONLY** up to **8:59:59AM**, on **Thursday, the 19th day of January, 2023**. The City of Temecula utilizes PlanetBids as its online bid management provider and location for public bid openings. Bids will be opened and the results of submitted **ELECTRONIC** bids for the subject project will be immediately available to the public at the stated date and time on the City's PlanetBids portal at:

<https://pbsystem.planetbids.com/portal/14837/portal-home>

2. Bids must be submitted electronically via the on-line bidding service PlanetBids. To download bid documents and to submit an electronic bid, a bidder must be registered with the City of Temecula as vendor. To register as a vendor, go to the following link, then follow the "Register as a Vendor" link:

<http://temeculaca.gov/314/Purchasing-Contract-Administration>

Documents must be uploaded in PDF (Portable Document Format). Hard copies submitted to the City, in lieu of electronic copies uploaded onto the system, will not be accepted as a viable bid. Electronic bids must be received no later than the date and time specified above.

It is the bidder's responsibility to ensure that their bid documents are properly uploaded onto the City's online bid management system. Bids that are missing pages, cannot be opened, etc., may be considered unresponsive. It is the bidder's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including, but not limited to, registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid, etc.

3. All of said work is to be performed in accordance with Plans and Specifications entitled **MARY PHILLIPS SENIOR CENTER ENHANCEMENT AND RENOVATION, PROJECT NO. PW20-13 (REBID)**. These documents can be downloaded from PlanetBids. The charge for downloading bid documents is **\$50**.
4. The classification of Contractor's license required in the performance of this Contract is a Class **B**.
5. Pursuant to the provisions of Section 1773 of the Labor code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are available from the California Department of Industrial Relations' Internet web site at: <http://www.dir.ca.gov>.

This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage

requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This is project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office, and is also available online at <http://www.dir.ca.gov/dlsr/>.

6. Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.
7. Bidders will be required to document their status as a Minority Business Enterprise (MBE), a Women-owned Business Enterprise (WBE) or a non-MBE/WBE firm. Bidders that are not MBE/WBE firms will be required to make a good faith effort, and to document their efforts to include firms as part of the contract bid.
8. This is a HUD Section 3 construction contract. Contractors and subcontractors must address the Section 3 employment work hours benchmarks for Section 3 Workers and Targeted Section 3 Workers as established by the U.S. Department of Housing and Urban Development at 24 CFR Part 75.
9. In the procurement of supplies, equipment, construction, and services, the conflict of interest provisions in 2 CFR 200.318 shall apply. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
10. The successful bidder shall be required to furnish a labor and materials bond and a faithful performance bond in the amount of 100% of the amount of the Contract.
11. Pursuant to Section 22300 of the Public Contract Code of the State of California, the Contract will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the City of Temecula to ensure performance under the Contract.
12. Each bidder must upload to PlanetBids the following documents ("Proposal") with the electronic bid prior to the date and time of the bid opening:

City Documents

- Bid Sheets
- Subcontractors List/Bidders List
- Statement of Technical Ability and Experience
- Bidder's Statement of Past Contract Disqualifications
- Non-Collusion Affidavit
- Bidder's Agreement
- Bid Bond

CDBG Documents

<input type="checkbox"/> Worker's Compensation Certification	Exhibit 6
<input type="checkbox"/> List of Proposed Subcontractors or Sub-Tier Contractors	Exhibit 7
<input type="checkbox"/> Certification of Understanding and Authorization	Exhibit 8
<input type="checkbox"/> Request for Additional Classification and Rate	Exhibit 9
<input type="checkbox"/> Non-Segregated Facilities Certification	Exhibit 10
<input type="checkbox"/> Past Performance Certification	Exhibit 11
<input type="checkbox"/> Notice of Equal Employment Opportunity	Exhibit 12
<input type="checkbox"/> Minority and Women's Business Enterprise	Exhibit 13
<input type="checkbox"/> Federal Lobbyist Certification	Exhibit 14
<input type="checkbox"/> Section 3 Bid Package	Exhibit 15

All bids shall be accompanied by one of the following forms of bidder's security:

- (1) A signed electronic bidder's bond by an admitted surety submitted via PlanetBids; OR
- (2) A signed bidder's bond by an admitted surety insurer received by the City at the address set forth below; OR
- (3) Cash, a cashier's check, or certified check received by and made payable to the City.

The required bidder's security shall be in an amount equal to at least 10% of the amount bid. A bid shall not be considered and will be deemed non-responsive unless one of the forms of bidder's security is enclosed with it.

City Clerk
City of Temecula
41000 Main Street
Temecula, CA 92590

The sealed bid security envelope must be marked as follows:

**BID SECURITY, DO NOT OPEN UNTIL BID OPENING
MARY PHILLIPS SENIOR CENTER ENHANCEMENT
AND RENOVATION, PROJECT NO. PW20-13 (REBID)**

Bid securities mailed to the City's mailing address may or may not be delivered to the City Clerk on time. It is the responsibility of the prospective bidder to ensure that the City receives the bid security within the allotted time.

13. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above stated project. The general items of work to be done hereunder consist of:

Removal, proper disposal, and installation of roof, siding, soffit, fascia, trim, doors, and windows. Interior scope includes replacement lighting, acoustics, trim, bookcase, finishes, and accessibility improvements throughout the building interior and site. This project is partially funded with Community Development Block Grant (CDBG).

Project Address: 41845 Sixth Street, Temecula CA 92592

The Engineer's estimate for the proposed project is **\$772,000**.

The lowest responsible bid shall be determined by the lowest base bid. The City may elect to award any, none, or all of an additive bid(s) at its discretion.

Bidder's self-performance requirement is a minimum of 50% of the total bid.

14. **REQUIREMENT TO MITIGATE THE SPREAD OF COVID-19.** The Contractor and all subcontractors for the Work shall comply with all applicable Federal, State, Riverside County, and City of Temecula statutes, regulations, orders, and ordinances. This requirement specifically includes, without limitation, compliance with the "Safety and Health Guidance COVID-19 Infection Prevention in Construction" issued by the California Department of Industrial Relations, Division of Occupational Safety and Health and Safety on July 20, 2020 and as may be amended from time to time by the Department, relating to mitigating the transmission of COVID-19 on the project site and mitigating the transmission of COVID-19 by employees or workers of Contractor and its subcontractors in their contacts with City employees and consultants. Prior to the pre-construction meeting, the Contractor shall submit to the City a "COVID-19 Mitigation Program" implementing these requirements and shall post the COVID-19 Mitigation Program on the project site in a manner designated by the City's Project Manager. The failure of employees or workers of the Contractor and all subcontractors on the Work to comply with these requirements shall be a default per Section 6-7.1. Contractor acknowledges that, in the event that the Engineer suspends the Work as a result of such failure by Contractor or one of its subcontractors to comply with these requirements, City is not responsible for the delay, and the Contractor is not entitled to compensation pursuant to Section 6-4.3. The Contractor shall also pay to the City the costs and expenses incurred by the City resulting from the failure of employees of the Contractor and all subcontractors on the Work to comply with these requirements including, but not limited to, the salaries and benefits for City employees who are unable to work, and workers compensation benefits and expenses. Delays in the Work resulting from Contractor's or its subcontractor's failure to comply with these regulations shall not be considered an unforeseen event entitling Contractor to an extension of time or payment for delay pursuant to Section 6-4 of the Standard Specifications.
15. The City Council reserves the right to reject any or all bids, to delete portions of the work, or to waive any defect or informality in any bid received.
16. All costs incurred by the selected bidder prior to Contract award and execution of the Contract by the City shall be at the bidder's sole risk. City shall have no liability for costs incurred prior to its execution of the Contract.
17. A non-Mandatory Pre-Bid Conference and Site Walk of the project site will be conducted by the City to acquaint Bidders with existing site conditions. Attendees to the non-Mandatory Pre-Bid Conference and Site Walk must meet at **10:00AM on 1/4/2023, at 41845 Sixth Street, Temecula CA 92592. Gather in parking lot.**
18. Questions pertaining to this project shall be directed to **William Becerra, Project Manager**, and **only submitted through the PlanetBids website.**

Dated: December 14, 2022



Randi Uohl, City Clerk