



**ADA Modifications
Mendocino County Employees
Retirement Association**

625 Kings Court
Ukiah, CA 95482

Bid No. RET 24-001

PROJECT LOCATION AND CONTACT INFORMATION:

Mendocino County Employees Retirement Association (MCERA)
625 King Court,
Ukiah, CA 95482

SECTION 005000 - AGREEMENT FOR LUMP SUM BID

THIS AGREEMENT, made effective on the date it becomes fully executed by all parties, between the Mendocino County Employees Retirement Association, hereinafter called MCERA, and **Kirby Construction Company, Inc.**, hereinafter called CONTRACTOR.

MCERA and CONTRACTOR, for the consideration described below named, agree as follows:

FIRST: CONTRACTOR shall furnish all labor, materials, equipment, mechanical workmanship, transportation, and services for the installation and completion of the **MCERA Accessibility Improvements**, in accordance with the contract documents, including the Addenda thereto, all as adopted by MCERA.

SECOND: The work under this contract described below shall be completed within one hundred fifty (150) calendar days from the date of the "Notice to Proceed".

THIRD: The Contract consists of the following documents, all of which are fully a part hereof as if herein set out in full, whether or not hereto attached:

1. Invitation to Bid
2. Instructions to Bidders
3. Bidding Requirements
4. Agreement
5. Construction Site Storm Water Policy
6. General Conditions
7. Unforeseen Physical Conditions
8. Summary of Work
9. General Requirements
10. Project Plans and Drawings
11. Technical Specifications
12. Addendum to the Bid

FOURTH: MCERA shall pay to CONTRACTOR, if CONTRACTOR is successful bidder, as full consideration for the faithful performance of the Contract the sum of:

Four Hundred Seventy-Three Thousand, Four-Hundred Twenty-Five Dollars \$473,425.00.
This sum constitutes the base bid.


Payment shall be made each month to CONTRACTOR in accordance with and subject to the provisions embodied in the Documents made a part of this Contract.

IN WITNESS WHEREOF

**MENDOCINO COUNTY EMPLOYEES
RETIREMENT ASSOCIATION:**

By: _____
Kathryn Cavness, Chair
Board of Retirement

Date: _____

By:  _____
Doris L. Rentschler, Executive
Director

Date: 4/28/2024

**BOARD COUNSEL REVIEW:
APPROVED AS TO FORM:**

By:  _____
Jeff Berk, Board Counsel

Date: 4/28/2024

CONTRACTOR/COMPANY NAME:

By: _____

NAME AND ADDRESS OF CONTRACTOR:

_____ Kirby Construction Company, Inc.

_____ 625 Ware Ave

_____ Santa Rosa, CA 95404

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

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SECTION 00002 – PROJECT DIRECTORY

PROJECT: ADA MODIFICATIONS - MENDOCINO COUNTY EMPLOYEES
RETIREMENT ASSOCIATION
625 Kings Court
Ukiah, CA 95482

OWNER: Mendocino County Employees Retirement Association
625-B King Court
Ukiah, CA 95482
(707) 463-4328
Doris Rentschler, Executive Director
doris.rentschler@mendocinocounty.gov

ARCHITECT: Brokaw Design
P O Box 3103
Rohnert Park, CA 94927
(415) 860-5043
Charles Beavers, Architect
Charles.beavers@brokawdesign.com
Derrick Porter, (702) 235-5482
derrick.porter@brokawdesign.com

ELECTRICAL: Mike Burke
mike.burke@brokawdesign.com

CIVIL: EBA Engineering
(707) 544-0754
Damon Morelli
dmorelli@ebagroup.com

MECHANICAL: TEP Engineering
(707) 538-0400
Tim Souza
tims@tep.net

ADA MODIFICATIONS

Mendocino County Employees Retirement Association

625 Kings Court
Ukiah, CA 95482

Email: doris.rentschler@mendocinocounty.gov

ADDENDUM NO. 1 to ADA Modifications BID # RET 24-001

PROJECT: ADA Modifications

DATE: March 18, 2024

ISSUED BY: Doris Rentschler

The additions, omissions, clarifications, and/or corrections herein shall be made part of the Contract plans and specifications and shall be included in the Scope of Work and proposals to be submitted. This Addendum modifies the original plans and specifications as described below.

INQUIRIES AND CLARIFICATIONS TO PROJECT PLANS AND SPECIFICATIONS

1. RFI: Please clarify the thickness of the base rock below the concrete ADA parking stall? Detail is a little confusing.
Response: The base rock thickness below the concrete ADA parking stall shall be 12 inches.
2. RFI: Has a cost estimate been prepared for the project?
Response: A cost estimate was prepared by Silva Cost Consulting, Inc. on February 28, 2024 in the amount of \$704,409.
3. The list of attendees to the site walk on March 14, 2024 is attached.
4. Add vision lites to existing wood doors 116, 118, 119, and 123 as shown on attached sheet A202.

Bidders are reminded that they shall complete the Addenda Acknowledgement in the Bid Form of their Specification Book (Section 00310-2). Failure to do so may result in disqualification of the submitted bid.

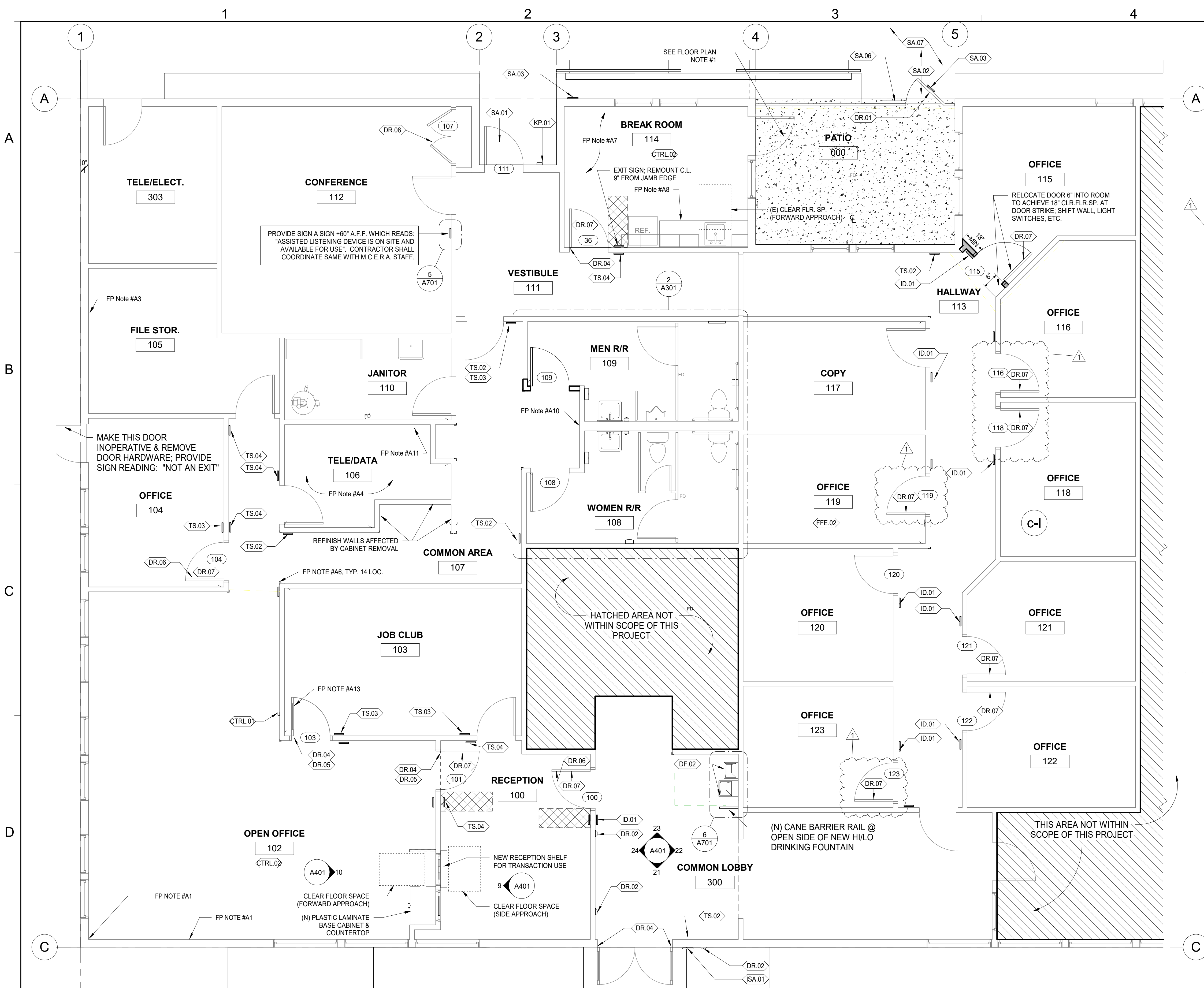
SITE WALK ATTENDEES

March 14, 2024

ADA Modifications

Mendocino County Employees Retirement Association

Name	Company	Email	Telephone
Doris Rentschler	Mendocino County Employees Retirement Association	doris.rentschler@mendocinocounty.org	(707) 463-4328
Charles Beavers	Brokaw Design	charles.beavers@brokawdesign.com	(415) 860-5043
Scott Ault	Valley Paving	valleypaving@comcast.net	(707) 485-7505
Nolan Dyleski	Dyleski Family Construction	nolandyleski@gmail.com	(707) 396-2092
Richard Engelke	Engelke Construction, Inc.	rich@engelkeconstruction.com	(707) 433-8389
Selby Ford	Wylutti Resource Management		(707) 354-3673
Josie Marrufo	NGB	josie@ngbuilders.llc	(707) 852-5048
Brandon Penry	FRC, Inc.		(707) 396-6292
Joe Pycz	Kirby Construction	jpycz@kirbycon.com	(707) 889-1378
Marty Walsh	ACGC Inc.	marty@acgcinc.com	(707) 443-6000
Ryan Yazel	GCCI Inc.	estimating@gcciinc.com	(707) 545-2134

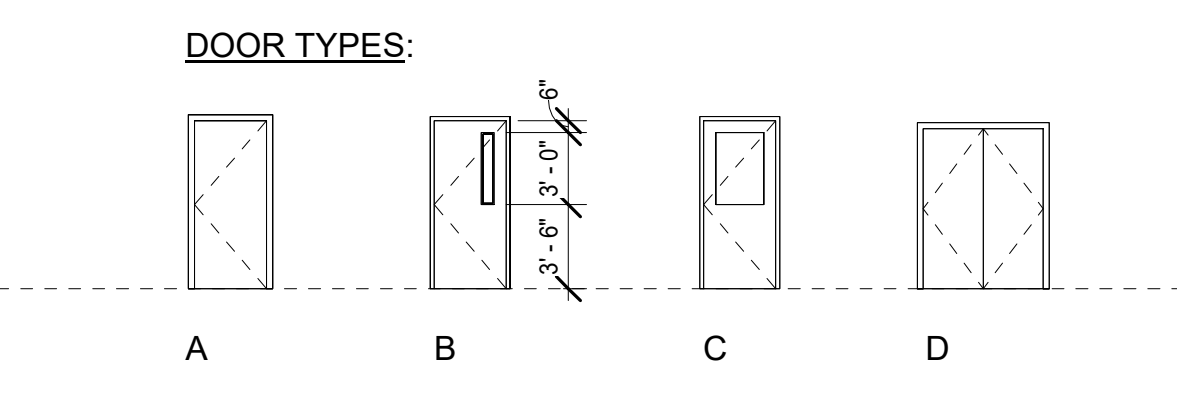


REF	KEYNOTE TEXT
CTRL.01	LOWER WALL MOUNTED CONTROL(S) TO 48" AFF AT THE HIGHEST OPERABLE PART.
CTRL.02	LOWER ROUGH-IN BOXES AT WALL MOUNTED LIGHT SWITCHES. HEIGHT AT TOP OF BOX SHALL NOT EXCEED 48" AFF.
DF.02	(N) HIGH-LOW DRINKING FOUNTAIN.
DR.01	PROVIDE A SMOOTH SURFACE COVER PLATE OVER BOTTOM 10" AT PUSH SIDE OF DOOR.
DR.02	PROVIDE VERTICAL PUSH ACTIVATION CONTROL ON EXTERIOR POWERED DOOR ACTIVATOR.
DR.04	ADJUST CLOSING SPEED TO NOT LESS THAN 5.0 SECONDS FOR DOOR TO MOVE OPEN POSITION OF 90 DEGREES TO 12" FROM CLOSE.
DR.05	ADJUST OPERATOR MECHANISM ON THE DOOR. OPENING FORCE SHALL NOT EXCEED 5 LBS.
DR.06	DEMO KICK-DOWN DOOR STOP ON ALL DOORS. PATCH & REFINISH AFFECTED AREA OF DOOR FACE.
DR.07	MODIFY OR ADD VISION LIGHT.
DR.08	REPLACE KNOB TYPE DOOR HARDWARE WITH LEVER-TYPE LATCH.
FFE.02	RELOCATE OR REMOVE FURNITURE WHICH ENCLOSES INTO PULL-SIDE MANEUVERING SPACE OF 18 INCHES AT DOOR.
ID.01	REPLACE ROOM IDENTIFICATION SIGN. MUST INCLUDE TACTILE CHARACTERS AND BRAILLE. SEE DETAIL.
ISA.01	PROVIDE SIGN DECAL OR PLAQUE WITH THE INTERNATIONAL SYMBOL OF ACCESSIBILITY.
KP.01	REPOSITION EXISTING KEYPAD; HIGHEST KEY ROW SHALL BE 48" ABOVE GRADE.
SA.01	PROVIDE AN ACCESSIBLE EXIT WITH AN ACCESSIBLE ROUTE TO THE PUBLIC SIDEWALK.
SA.02	PROVIDE AN ACCESSIBLE ROUTE CONNECTING TO THE ACCESSIBLE PARKING SPACE.
SA.03	PROVIDE A SIGN INDICATING THE ACCESSIBLE ROUTE.
SA.06	PROVIDE PULL-SIDE MANEUVERING CLEARANCE OF 24" MIN. FROM PATIO GATE LATCH.
SA.07	REPLACE WALKWAY THAT LEADS TO PATIO GATE; 2.0% MAX. CROSS SLOPE.
TS.02	MOUNT TACTILE EXIT SIGN 60" AFF AND WITHIN AN 18" X 18" CLEAR FLOOR SPACE.
TS.03	RELOCATE TACTILE EXIT SIGN THIS ROOM SO ITS CENTERLINE IS 9" FROM DOOR EDGE.
TS.04	PROVIDE A ROOM IDENTIFICATION SIGN; SEE DETAIL OF TACTILE SIGNAGE

- FLOOR PLAN NOTES**
- REPAINT SURFACES AFFECTED BY WORK AND OTHER SURFACES PREVIOUSLY DISCOLORED OR DAMAGED.
 - PROVIDE FLOOR LEVELING COMPOUND ACROSS AN AREA 60" FROM DOOR AND SUFFICIENT TO REDUCE FLOOR SLOPE @ DOOR TO LESS THAN 2.0%. TAPER TO (E) AT 5.0% MAX.
 - REMOVE ALL KICKDOWN HOLD-OPEN DEVICES.
 - UNLESS NOTED OTHERWISE, EXISTING DOOR HARDWARE SHALL BE REUSED. THIS APPLIES TO DOOR HINGES, DOOR KNOBS, AND DOOR LATCHES.
 - RETRO-FIT ALL LIGHT SWITCH BOX(ES) SUCH THAT LIGHT CONTROL(S) ARE 48" MAX. A.F.F.

- "EXHIBIT A" FLOOR PLAN NOTES**
THESE NOTES SHALL BE INCLUDED IN THIS PROJECT BY THE GENERAL CONTRACTOR.
- REPAIR CRACK IN WALL THIS AREA.
 - NON-WORKING "NORCON" DEVICE SHALL BE REMOVED. REPLACE GLAZING AT NON-TRANSACTION WDW; MATCH EXISTING.
 - REPAINT WALL AREA(S) THIS ROOM; MATCH NEW PAINT COLOR.
 - REPLACE CARPET WITH STATIC DISSIPATIVE CARPET TILE (OWNER-FURNISHED, CONTRACTOR INSTALLED).
 - REMOVE ALL (E) CORNER GUARDS. PROVIDE NEW 2" ALUMINUM CORNER GUARDS AT ALL OUTSIDE CORNERS.
 - REMOVE (E) WALL PAPER @ RM 114; TEXTURE + PAINT WALLS TO MATCH ADJACENT SURFACES.
 - MODIFY MILLWORK @ RM.114 TO ALLOW 18" CLEARANCE AT DOOR.
 - MODIFY ALL VISION LITES SHALL BE LOWERED.
 - REPAIR WALL BASE NEAR RESTROOMS.
 - COORDINATE WITH M.C.E.R.A. RE- IT EQUIPMENT & WALL RACK IN RM.106.
 - PROVIDE CODE-COMPLIANT RESTROOM SIGNAGE.
 - PROVIDE NEW LEVER-TYPE LOCKING HARDWARE AT RM.103 (JOB CLUB)

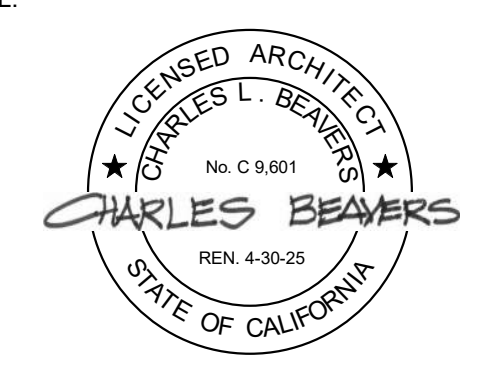
MARK	TYPE	EXISTING/RELOCATED	WIDTH	HEIGHT	COMMENTS
100	B	EXISTING	3'-0"	7'-0"	MODIFY VISION LITE
101	B	EXISTING	3'-0"	7'-0"	MODIFY VISION LITE
103	C	EXISTING	3'-0"	7'-0"	MODIFY HALF LITE
104	B	EXISTING	3'-0"	7'-0"	MODIFY VISION LITE
107	D	EXISTING	4'-2"	7'-0"	REPLACE KNOB WITH LEVEL
108	A	EXISTING	3'-0"	7'-0"	
109	A	RELOCATED	3'-0"	7'-0"	
111	A	EXISTING	3'-0"	7'-0"	REMOVE PEEP HOLE & PATCH
115	B	RELOCATED	3'-0"	7'-0"	MODIFY VISION LITE
116	B	EXISTING	3'-0"	7'-0"	NEW VISION LITE
118	B	EXISTING	3'-0"	7'-0"	NEW VISION LITE
119	B	EXISTING	3'-0"	7'-0"	NEW VISION LITE
120	B	EXISTING	3'-0"	7'-0"	MODIFY VISION LITE
121	B	EXISTING	3'-0"	7'-0"	MODIFY VISION LITE
122	B	EXISTING	3'-0"	7'-0"	MODIFY VISION LITE
123	B	EXISTING	3'-0"	7'-0"	NEW VISION LITE



- DOOR NOTES**
- REMOVE KICK-DOWN DOOR STOPS FROM ALL DOORS.
 - DOORS NOT SCHEDULED HAVE NO WORK, U.N.O.

REVISION SCHEDULE

NO.	DESCRIPTION	DATE
1	ADDENDUM NO. 1	3/18/24



CONSULTANT:

BrokawDesign
P.O. BOX 3103
ROHNERT PARK, CA 94927
WWW.BROKAWDESIGN.COM

PROJECT:

ADA MODIFICATIONS

625-B KINGS COURT
UKIAH, CA 95482

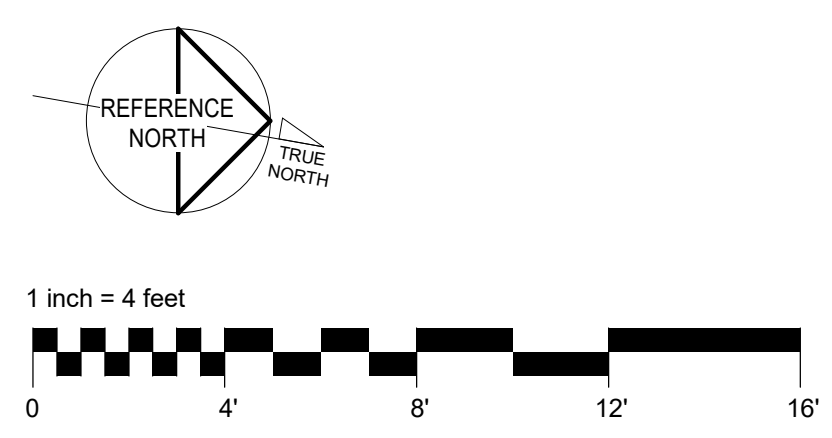
SHEET NAME:

NEW FLOOR PLAN

ISSUE DATE: 1/9/2024
PREPARATION AND REVIEW
DRAWN BY: Author
DESIGNER: Designer
PROJ MGR:
PEER REVIEW: Checker
SHEET NUMBER:

A202

1 NEW FLOOR PLAN
1/4" = 1'-0"



ADA MODIFICATIONS

Mendocino County Employees Retirement Association

625 Kings Court
Ukiah, CA 95482

Email: doris.rentschler@mendocinocounty.gov

ADDENDUM NO. 2 to ADA Modifications BID # RET 24-001

PROJECT: ADA Modifications

DATE: March 29, 2024

ISSUED BY: Doris Rentschler

The additions, omissions, clarifications, and/or corrections herein shall be made part of the Contract plans and specifications and shall be included in the Scope of Work and proposals to be submitted. This Addendum modifies the original plans and specifications as described below.

INQUIRIES AND CLARIFICATIONS TO PROJECT PLANS AND SPECIFICATIONS

1. RFI: Note A.4 say to install owner furnished cpt tiles. Please provide the Make/Style of cpt tiles. Is the owner furnishing the adhesive/grounding strip for this flooring?
Response: The carpet is Shaw 59561-Charisma; color 61750 Aristocrat. Owner will furnish carpet tile only, not adhesive/grounding strip.
2. RFI: Please confirm if the existing base is wood or resilient and what size?
Response: Base is 4" resilient.

Bidders are reminded that they shall complete the Addenda Acknowledgement in the Bid Form of their Specification Book (Section 00310-2). Failure to do so may result in disqualification of the submitted bid.

SECTION 00020 - NOTICE INVITING BIDS

Notice is hereby given that sealed bids will be received at the Mendocino County Employees Retirement Association (MCERA), 625-B Kings Court, Ukiah, California 95482 until the hour of 2:00 p.m., as determined by the clock on the wall in the MCERA Office lobby, on April 5, 2024, and then publicly opened and read aloud in the MCERA Conference Room, 625-B Kings Court, Ukiah, California for the following project:

Mendocino County BID# RET 24-001 MCERA Access Improvements

Electronic Plans and Documents may be seen or downloaded from the Mendocino County Web Page for Open RFP, Quotes & Bids: <https://www.mendocinocounty.org/departments/general-services/central-services/open-rfp-quotes-bids>. Additionally plans and documents have been distributed to builder's exchange plan rooms throughout Northern California.

Bids shall be made on the form provided in this Manual and accompanied by a form of bid security as provided in Section 00100 Instructions to Bidders.

The successful Bidder will be required to furnish a Labor and Material Bond and a Performance Bond as required in Section 00100 Instructions to Bidders.

Bidders' attention is called to Instruction to Bidders and other related documents in this Manual for full directions and information as to bidding and other requirements.

MANDATORY PRE-BID CONFERENCE

Mandatory pre-bid conferences and site inspections will be held on Thursday, March 14, 2024, at 10:00 a.m. at the Project site, 625 Kings Court, Ukiah, California.

MCERA reserves the right to schedule additional mandatory pre-bid conferences to ensure adequate bid representation. Failure to attend at least one of the pre-bid conferences will disqualify a non-attending bidder from the bid.

PAYMENT OF PREVAILING WAGES

Pursuant to the provisions of the Labor Code of the State of California, the Department of Industrial Relations has made a determination of the rate of per diem wages to be paid on the prevailing rate of pay for regular, holiday and overtime work in the locality in which the public work is to be performed, for each craft, classification, or type of workman needed to execute the contract. All MCERA projects greater than \$1,000 require that contractors adhere to Prevailing Wage requirements (California Labor Code, Sections 1770 through 1775). The rates can be found online here: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> and are available at MCERA's principal office located at 625-B Kings Court, Ukiah, California.

CONTRACTOR REGISTRATION

Per Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a

violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

CERTIFIED PAYROLL RECORDS

Per Labor Code Section 1776 each contractor and subcontractor shall keep accurate payroll records. A certified copy of all payroll records for work performed under this contract shall be furnished upon request to a representative of the awarding body. Per SB 854 contractors and subcontractors are required to furnish certified payroll reports directly to the Department of Industrial Relations.

EMPLOYMENT OF APPRENTICES

Each contractor and subcontractor performing work in an apprenticeable craft or trade shall comply with Section 1777.5 relating to Apprentices on public works projects.

MENDOCINO COUNTY BUSINESS LICENSE

Pursuant to Mendocino County Code Chapter 6.04 – Business Licenses, at the time of contract award, the contractor shall supply a copy of their current County of Mendocino business license.

LAWS AND GOVERNANCES

In the performance of the work contemplated by this contract, the contractor shall conform to and abide by all labor requirements and provisions of State and Federal Laws and City and County Ordinances and Regulations which may in any manner affect those engaged or employed on the work project, including but not limited to the overtime provisions of the Labor Code section 1813 and 1815 of the State of California.

Federal Laws, including The Davis-Bacon Act and The Americans with Disabilities Act of 1990, are applicable to the project.

END OF SECTION

SECTION 00100 - INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.1 BIDS RECEIVED

- A. Sealed bids for **Mendocino County BID# RET 24-001** will be received at the Mendocino County Employees Retirement Association (MCERA), 625-B Kings Court, Ukiah, California, **until 2:00 p.m.** as determined by the clock on the wall of the MCERA Office, **on April 5, 2024**, and then publicly opened and read aloud in the MCERA Conference Room, 625-B Kings Court, Ukiah, California.

- B. Late bids will not be accepted. It is Bidder's responsibility to assure that its bid is delivered and received at the location noted above on or before the date and hour set for the bid opening.

1.2 LICENSE REQUIREMENT

The license required for this Project is a “B”. 1.3 BIDS AND BID

SECURITY

Bids, to be considered, must be in accordance with the following instructions:

A. Bids must be submitted on the bid form provided in this Manual, properly and completely filled out with numbers stated both in writing and in figures and with signatures of all persons signing in longhand/cursive.

B. The completed form shall be without erasures or interlineation and shall not contain recapitulations of the work to be done.

C. A Bidder's Bond, Certified Check or Cashier's Check made payable to MCERA for an amount equal to at least ten percent (10%) of the bid amount shall accompany each bid. The above-mentioned bid security shall be given as a guarantee that the Bidder shall execute the contract if it be awarded to it in conformity with the contract documents and shall provide the surety bond or bonds required, sign the contract and commence work as set forth in the contract documents. Such guaranty to be forfeited should the Bidder to whom the contract is awarded fail to enter into the contract.

D. Responsive Bids shall include completed and executed copies of the following sections if included in the Project Manual:

- a. 00120 Qualification Application
- b. 00307 Non-Collusion Affidavit
- c. 00308 Public Contract Code Questionnaire
- d. 00310 Bid Form
- e. 00430 Subcontractor Listing Form

1.4 SUBCONTRACTORS LISTED

- A. In accordance with California Public Contract Code Sections 4100 et seq., inclusive, each bidder shall provide a list of subcontractors (Section 00430), giving the name and location of place of business and contractor's license number of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each instance, the nature and portion of the work to be subcontracted shall be described.
- B. Failure of Bidder to specify a subcontractor for any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total contract price constitutes an agreement for Bidder to perform that portion of the work itself. After bids are opened, no subcontractor may be designated or substituted except as provided for in Sections 4107 et seq. of the Public Contract Code.
- C. All Bidders must supply with their Bids the required information on all subcontractors who will perform any portion of the work including labor, rendering of service or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one-half of one percent (0.5%) of total bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

1.5 AWARD OR REJECTION OF BIDS

The contract shall be awarded to the lowest responsible bidder complying with these instructions, provided the bid is deemed reasonable and in the best interest of MCERA. MCERA reserves the right to reject any and all bids, and to waive any informality on bids received whenever the rejection or waiver is in the best interest of MCERA. The competency and dependability of the bidders will be considered when making the award.

- A. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, if this bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: [check one].

- | |
|---|
| X |
|---|
- 1. The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the allowance, additive or deductive items.
 - 2. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Form as being used for the purpose of determining the lowest bid price.
 - 3. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by MCERA before the first bid is opened.
 - 4. The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph 1. shall be used to determine the lowest bid.

- B. Notwithstanding the method used by MCERA to determine the lowest responsible bidder, MCERA retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.
- C. The award of the contract, if awarded, is expected to be made within thirty (30) days and in no event later than eighty (80) days after the bid opening. After award, MCERA shall notify the successful Bidder in writing, and forward with the notification original contracts for Bidder's execution. Within eight (8) working days after such notification, the successful Bidder shall return the signed contracts to MCERA, accompanied by all required Surety Bonds, insurance policies and endorsements.

1.6 TIME OF COMPLETION

Bidder agrees to commence work on or before a date to be specified in the written "Notice to Proceed" from MCERA and to fully complete the project within ~~three hundred forty~~ (150) calendar days from date of the written "Notice to Proceed".

ONE HUNDRED FIFTY

X Joe Pycz
For MCERA
DLR 4/30/24

1.7 ADDENDUM

Any addendum issued during the time of bidding and before bid opening shall be included in the bid. The addendum issued by MCERA shall become part of the agreement. Questions to be considered for inclusion in an addendum must be submitted in writing to Charles Beavers, Architect, Charles.beavers@brokawdesign.com not less than seven (7) days prior to bid opening date.

1.8 INTERPRETATION OF DRAWINGS AND DOCUMENTS

Should a Bidder find discrepancies in, or omissions from, the drawings or documents, or should it be in doubt as to their intent, it should at once notify MCERA, which will then send responsive written instructions in the form of addenda to all Bidders. MCERA will not be responsible for any oral instructions. Any verbal conversations with MCERA during the bidding period are not to be construed as instructions. Any changes in Contract documents will be issued by written addendum only.

1.9 WITHDRAWAL OF BID

Bids may be withdrawn prior to, but not later than, the time of bid opening.

1.10 BONDS

The successful Bidder is required to furnish a Labor and Material Payment Bond and a Performance Bond each in the amount equal to one hundred percent (100%) of the contract price. Said Bonds shall be obtained from a surety company satisfactory to MCERA.

1.11 SUBSTITUTIONS

Any substitutions shall be made in accordance with instructions contained Section 00700 - General Conditions included herein. Questions concerning substitutions will not be entertained during the bidding period.

1.12 SUBSTITUTION OF SECURITY

Pursuant to California Public Contract Code Section 22300, the Contractor may substitute securities for retention money withheld by MCERA to insure performance under the Contract. Said securities shall be in a form and of a type acceptable to MCERA.

1.13 LIQUIDATED DAMAGES

In case of failure on the part of Contractor to complete the work within the time stipulated plus any duly authorized extension of time granted in writing by MCERA, Contractor shall pay to MCERA the sum of \$250.00 per calendar day for each day's delay beyond the time prescribed as liquidated damages, but not as a penalty. The language in the paragraph of the General Conditions entitled "Time of Completion and Liquidated Damages" is incorporated herein.

1.14 BIDDER'S QUALIFICATIONS

- A. All Bidders, Contractors and Subcontractors bidding under joint venture agreements shall be duly licensed as provided for under Sections 7000 et seq. of the Business and Professions Code.
- B. A corporation which is awarded the Contract will be required to furnish certification attesting to its corporate existence, as well as evidence that the Officer signing the contract is duly authorized to do so.
- C. Bidders and their subcontractors may be required to furnish evidence satisfactory to MCERA that they have sufficient means and have had experience in the class of work called for to enable them to complete the contract in a satisfactory manner.
- D. No person, firm or corporation shall make or file or be interested in more than one bid for the same work, except insofar as alternate bids may be called for. No person, firm or corporation shall submit a collusive or sham bid or seek directly or indirectly to induce any other bidder to submit a collusive or sham bid or to refrain from submitting a bid or to seek in any way to control or fix the price of the bid or any portion of the bid price in order to secure an advantage against MCERA or any other person interested in the proposed contract. However, a person, firm or corporation submitting a sub-proposal to a bidder or quoting prices on materials to a bidder is not hereby disqualified from submitting sub-proposals or quoting prices to other bidders.
- E. A licensed contractor shall not submit a bid to a public agency unless (1) its contractor's license number appears clearly on the bid, (2) the license expiration date is stated, and (3) the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by MCERA.
- F. The work to be performed under this contract is of a very specialized nature. It is the desire of MCERA to secure the best work attainable and to maintain a very critical and condensed schedule. Bidders considered for award will be limited to those firms who can show to the satisfaction of MCERA that they have the facilities and experience necessary to perform the required construction in accordance with specifications proposed for this project. The terms

under which bidders will be evaluated and the rules that will be applied are attached to this Manual as section 00120 Qualification Application.

1.15 EXAMINATION OF SITE AND DOCUMENTS

By submitting a bid, Bidder agrees and warrants that (1) it has examined the site and all documents, drawings and specifications; (2) it is satisfied that the same are adequate to produce the required results; and (3) its bid covers the cost of all items required in the agreement. The work to be performed includes all of the items mentioned in these specifications and/or as shown on the plans and other documents included as a part of the project.

1.16 ENVIRONMENTAL AND PLANNING CONDITIONS OF APPROVAL

Bidder agrees to perform its work in conformance with all environmental and planning conditions of approval applicable to the project. Bidders' attention is directed to specification section 00700 General Conditions and the source documents for specific conditions of approval

1.17 AGREEMENT

Contract documents include the Agreement which the successful Bidder, as Contractor, will be required to execute.

1.18 PRE-CONSTRUCTION CONFERENCE

The successful bidder shall be available for a pre-construction conference with MCERA at a mutually convenient time.

END OF SECTION

SECTION 00120 - QUALIFICATION APPLICATION

The information contained in this Application is confidential and is for the sole use of the Mendocino County Employees Retirement Association (MCERA) in evaluating the qualifications of Bidder. Only the information below ("Contact Information") is considered public information.

CONTACT INFORMATION

Firm Name (as it appears on license): Kirby Constructions Company Inc.

Check one: Corporation Partnership Sole Proprietor

Contact Person: Joe Pycz jpycz@kirbycon.com

Address: 625 Ware Ave., Santa Rosa, CA 95404

Phone: 707-526-0880 Fax: 707-526-1878

If the firm is a sole proprietor or partnership:

Owner(s) of Company: _____

Contractor's License Number(s):

812509 Class B 04/30/2026

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

The Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is “no”.¹

The Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is “yes”.² If the answer to question 8 is “yes”, and if debarment would be the sole reason for denial of qualification, any qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
 Yes No
2. Contractor has a liability insurance policy with a policy limit of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 Yes No
3. Contractor has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code Section 3700 *et seq.*
 Yes No Contractor is exempt from this requirement because it has no employees
4. Contractor has attached its latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.³
 Yes No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Contractor has attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that Contractor’s current bonding capacity is sufficient for the project for which it seeks qualification.
 Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

¹A “no” answer to Question 4 will not be disqualifying if the Contractor is exempt from complying with Question 4, for reasons explained in footnote 3.

²A contractor disqualified solely because of a “yes” answer given to questions 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

³Public Contract Code Section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code Section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in Section 14837(d)(1)”. As of January 1, 2001, the qualifying amount is \$10 million, and 25 percent of that amount, therefore, is \$2.5 million.

6. Has Contractor's license been revoked at any time in the last five (5) years?
 Yes No
7. Has a surety firm completed a contract on Contractor's behalf, or paid for completion because Contractor's firm was default terminated by the project owner within the last five (5) years?
 Yes No
8. At the time of submitting this qualification form, is Contractor's firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code Section 1777.1 or Labor Code Section 1777.7?
 Yes No

If the answer is "yes", state the beginning and ending dates of the period of debarment:

9. At any time during the last five (5) years, has Contractor's firm, or any of its owners or officers, been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
 Yes No

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For firms that are corporations:

1a. Date incorporated: _____

1b. Under the laws of the State of: _____

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock:

Name	Position	Years with Co.	% Ownership	Social Security #

1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Date of Person's Participation with Firm

For firms that are partnerships:

1a. Date of formation: _____

1b. Under the laws of the State of: _____

1c. Provide all of the following information for each partner who owns ten percent (10%) or more of the firm:

Name	Position	Years with Co.	% Ownership	Social Security #

1d. Identify every construction company that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person’s Name	Construction Firm	Date of Person’s Participation with Firm

For firms that are sole proprietorships:

1a. Date of commencement of business: _____

1b. Social Security number of company owner: _____

1c. Identify every construction firm that the business owner has been associated with (with owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person’s Name	Construction Firm	Date of Person’s Participation with Firm

For firms that intend to make a bid as part of a joint venture:

1a. Date of commencement of joint venture: _____

1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of Firm	% Ownership if Joint Venture

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three (3) years? **NOTE: A corporation whose shares are publicly traded is not required to answer this question.**

- Yes No

If “yes”, explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm? **NOTE: Include information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of Contractor’s firm holds a similar position in another firm.**

- Yes No

If “yes”, explain on a separate signed page.

4. Are any corporate officers, partners, or owners connected to any other construction firms?
NOTE: Include information about other firms if an owner, partner, or officer of Contractor's firm holds a similar position in another firm.

Yes No

If "yes", explain on a separate signed page.

5. State Contractor's firm's gross revenues for each of the last three (3) years:

Year	Gross Revenue

6. How many years has Contractor's organization been in business in California as a contractor under its present business name and license number? _____ Years

7. Is contractor's firm currently the debtor in a bankruptcy case?

Yes No

If "yes", please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was Contractor's firm in bankruptcy at any time during the last five (5) years?

(This question refers only to a bankruptcy action that was not described in the answer to question 7 above.)

Yes No

If "yes", please attach a copy of the bankruptcy petition, showing the case number and the date the petition was filed, and a copy of the Bankruptcy Court's discharge order, or any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license number, classifications, and expiration dates of the California contractor licenses held by Contractor's firm:

10. If any of Contractor's firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license:

11. Has Contractor's firm changed names or license numbers in the past five (5) years?

Yes No

If "yes", please explain on a separate signed sheet.

12. Has any owner, partner, or (for corporations) officers of Contractor's firm operated a construction firm under any other name in the last five (5) years?

Yes No

If "yes", please explain on a separate signed sheet.

Disputes

13. At any time in the last five (5) years, has Contractor's firm been assessed and paid liquidation damages after completion of a project under a construction contract with either a public or private owner?

Yes No

If "yes", please explain on a separate signed sheet.

14. In the last five (5) years, has Contractor's firm, or any firm with which any of Contractor's company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of Contractor's firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If "yes", explain on a separate signed page. State whether the firm involved was the firm applying for qualification here or another firm. Identify by name of the company, the name of the person within Contractor's firm who was associated with that company, the year of the event, the owner of the project, the project, and the basis for the action.

15. In the last five (5) years, has Contractor's firm been denied an award of a public works contract based on a finding by a public agency that Contractor's company was not a responsible bidder?

Yes No

If "yes", explain on a separate signed page. Identify the year of the event, the owner, the project, and the basis for the finding by the public agency.

NOTE: The following two questions refer only to disputes between Contractor's firm and the owner of a project. Contractor need not include information about disputes between its firm and a supplier, another contractor, or subcontractor. Contractor need not include information about "pass-through" disputes in which the actual dispute is between a subcontractor and a project owner. Also, Contractor may omit reference to all disputes about amounts less than \$50,000.

16. In the last five (5) years, has any claim *against* Contractor's firm concerning the firm's work on a construction project been *filed in court or arbitration*?

If “yes”, explain on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed, and description of the status of the claim (pending or, if resolved, a brief description of the resolution).

17. In the last five (5) years, has Contractor’s firm made any claim against a project owner concerning work on a project or payment for a contract and *filed that claim in court or arbitration*?

Yes No

If “yes”, explain on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. At any time during the last five (5) years, has any surety company made any payments on Contractor’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on Contractor’s behalf, in connection with a construction project, either public or private?

Yes No

If “yes”, explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the nature of the resolution, and the amount, if any, at which the claim was resolved.

19. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for Contractor’s firm?

Yes No

If “yes”, explain on a separate signed page. Name the insurance carrier, the form of insurance, and the year of the refusal.

Criminal Matters and Related Civil Suits

20. Has Contractor’s firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If “yes”, explain on a separate signed page, including who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

21. Has Contractor’s firm or any of its owners, officers or partners ever been convicted of a crime involving federal, state, or local law related to construction?

Yes No

If “yes”, explain on a separate signed page, including who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

22. Has Contractor’s firm or any of its owners, officers or partners ever been convicted of a

Yes No

If "yes", identify on a separate signed page the person(s) convicted, the court (the county if a state court, the district or location if a federal court), the year, and the criminal conduct.

Bonding

23. Bonding capacity: Provide documentation from surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address, and telephone number: _____

24. If Contractor's firm was required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which the firm worked at any time during the last three (3) years, state the percentage that the firm was required to pay. (An explanation for such percentage rate may be provided at Contractor's discretion.)

25. List all other sureties (name and full address) that have written bonds for Contractor's firm during the last five (5) years, including the dates during which each wrote the bonds:

26. During the last five (5) years, has Contractor's firm ever been denied coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If "yes", provide details on a separate signed sheet indicating the date when Contractor's firm was denied coverage, the name of the company or companies which denied coverage, and the period during which no surety bond was in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

27. Has Cal-OSHA cited and assessed penalties against Contractor's firm for any "serious", "willful", or "repeat" violations of its safety or health regulations in the last five (5) years?
NOTE: If Contractor has filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, Contractor need not include information about it.

Yes No

If "yes", attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s)

was/were issued, and the amount of the penalty paid (if any). If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

28. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against Contractor's firm in the last five (5) years?

NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation.

Yes No

If "yes", attach a separate signed page describing each citation.

29. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either Contractor's firm or the owner of a project contracted to Contractor in the last five (5) years?

NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation.

Yes No

If "yes", attach a separate signed page describing each citation.

30. How often does Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

31. List Contractor's Experience Modification Rate (EMR) (California's Workers' Compensation insurance) for each of the past three (3) premium years:

NOTE: An Experience Modification Rate is issued to Contractor annually by its workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year previous to previous year: _____

If Contractor's EMR for any of these three (3) years is or was 1.00 or higher, Contractor may, at its discretion, attach a letter of explanation.

32. Within the last five (5) years, has there ever been a period when Contractor had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If "yes", please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "no", please provide a statement from Contractor's current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five (5) years. (If Contractor has been in business less than five (5) years, provide a statement from the workers' compensation insurance carrier verifying

continuous workers' compensation insurance coverage for the period that Contractor has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

33. Has there ever been more than one occasion during the last five (5) years in which Contractor was required to pay either back wages or penalties for its failure to comply with the *state's* prevailing wage laws?

NOTE: This question refers only to Contractor's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If "yes", attach a separate signed page describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees initially underpaid, and the amount of back wages and penalties Contractor was required to pay.

34. During the last five (5) years, has there been more than one occasion in which Contractor has been penalized or required to pay back wages for failure to comply with the *federal* Davis-Bacon prevailing wage requirements?

Yes No

If "yes", attach a separate signed page describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees initially underpaid, and the amount of back wages and penalties Contractor was required to pay.

35. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom Contractor intends to request the dispatch of apprentices to Contractor for use on any public work project for which it is awarded a contract by MCERA:

36. If Contractor operates its own State-approved apprenticeship program:

(a) Identify the craft(s) in which Contractor provided apprenticeship training in the past year.

(b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of Contractor's apprenticeship program(s).

(c) State the number of individuals who were employer by Contractor as apprentices at any time during the past three (3) years in each apprenticeship and the number of persons who, during the past three (3) years, completed apprenticeships in each craft while employed by Contractor:

37. At any time during the last five (5) years, has Contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: Contractor may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and Contractor, as general contractor on a project, had no knowledge of the subcontractor's violation at the time it occurred.

Yes No

If "yes", provide the date(s) of such findings, and attach copies of the Department's final decision(s).

PART III. RECENT CONSTRUCTION PROJECTED COMPLETED

38. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three (3) years.⁴ Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

- Project Name
- Location
- Owner
- Owner Contact (name and current phone number)
- Architect or Engineer
- Architect or Engineer Contact (name and current phone number)
- Construction Manager (name and current phone number)
- Description of Project, Scope of Work Performed
- Total Value of Construction (including change orders)
- Original Scheduled Completion Date
- Time Extensions (number of days)
- Actual Date of Completion

I, the undersigned, certify and declare that I have read all of the foregoing answers to this qualification questionnaire and know its contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

Dated: _____

Contractor

⁴ Contractor may, using the same format, provide information about other projects that it has completed that are similar to the project for which it wishes to bid.

SECTION 00204 – CLEAN AIR ACT-WATER POLLUTION CONTROL ACT

The contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air-Act; 42 U.C. 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
4. California Environmental Quality Act (CEQA) (Public Resources Code 21000-21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387).

SECTION 00306 - ANTITRUST CLAIM ASSIGNMENT

Pursuant to California Labor Code Section 7103.5, the following certification is hereby set forth and made a part of these specifications:

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

SECTION 00307 - NON-COLLUSION AFFIDAVIT

In accordance with California Public Contract Code Section 7106, the following affidavit must be completed by the Bidder:

Non-Collusion Affidavit to be executed by Bidder
and submitted with bid

State of California)
) ss.
County of Mendocino)

York Saccomanno, being first duly sworn, deposes and says that he or she is Owner, President & CEO of Kirby Constructions Company Inc. 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.



Signature York Saccomanno Owner, President, & CEO

SECTION 00308 - PUBLIC CONTRACT CODE QUESTIONNAIRE

In accordance with California Public Contract Code Section 7106, the following questionnaire must be completed by the Bidder:

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

Yes

No

If 'yes', explain the circumstances in the space below.

SECTION 00310

BID FORM FOR

**Mendocino County Employees
Retirement Association (MCERA)
Accessibility Improvements**

RECEIVED

APR 05 2024

Mendocino County Employees
Retirement Association

TO: Board of Retirement

It is understood that this bid is based upon completion of the work within the time of completion requirements contained in the Instructions to Bidders.

It is agreed that this bid may not be withdrawn for a period of eighty (80) days from the opening hereof.

The undersigned has carefully checked all its figures and understands that MCERA will not be responsible for any error or omissions on the part of the undersigned in making up this bid.

The undersigned, having become completely familiar with all conditions affecting the cost of the work at the place where the work is to be done, and with the drawings, specifications and other contract documents prepared and issued thereof and now on file at MCERA's Office, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, equipment, transportation and services necessary to erect and complete in the best workmanlike manner, all as shown and specified.

The following bid amounts are as defined and clarified in the Instructions to Bidders portion of these specifications:

BASE BID:

Four hundred seventy-three thousand four hundred twenty five Dollars (\$ 473,425.00)

SALES TAX

All bids shall include required California State Sales Tax, cost of all bonds and insurance as required and all other items of expense incidental to the contract. MCERA is exempt from Federal Excise Tax.

A licensed Contractor shall not submit a bid to a public agency unless its Contractor's License number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

Name of Organization Kirby Constructions Company Inc.

Type of Organization (Corporation, Partnership, etc.) Corporation

Address 625 Ware Ave., Santa Rosa, CA 95404

Name of State where incorporated California

CONTRACTORS LICENSE NO. 812509 EXPIRATION DATE 04/30/2026

Contractor has registered with the State of California's DIR (Department of Industrial Relations) website.

DIR Registration #: 1000581207

Contractor is currently licensed to do business in the County of Mendocino. Mendocino

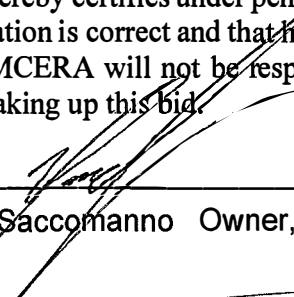
County Business License #: 135942

ADDENDA: CONTRACTOR TO ACKNOWLEDGE RECEIPT

I have received the following Addenda pertaining to this project and they have been included as part of my bid.

Numbers: ADDENDUM NO. 1 to ADA Modifications BID # RET 24-001 ^{-3/18/24} #2-3/25/21

The undersigned hereby certifies under penalty of perjury that this bid is genuine and not collusive, that all the information is correct and that he/she has carefully checked all of the above figures and understands that MCERA will not be responsible for any errors or omissions on the part of the undersigned on making up this bid.

Signature 
York Saccomanno Owner, President, & CEO

Corporate Seal 

END OF SECTION

SECTION 00430 - SUBCONTRACTORS LISTING FOR

Mendocino County Employees Retirement Association Accessibility Improvements

In accordance with the provisions of Section 4100 *et seq.* of the Public Contract Code of the State of California, each bidder shall list below the name, license number, Department of Industrial Relations (DIR) Registration Number, and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each such instance, the nature and portion of the work to be subcontracted shall be described.

Subcontractor Name & Location	Portion of the Work (% and description Portion of Work)	Contractor's Lic. #	Subcontract Amount
		DIR Reg #	
CIVIL 20%	West Pac Hardsburg	1058561	\$93,534.00
		1000792818	
Concrete 16%	C.W.M Rehmat Park	1036800	\$75,220.00
		1000064040	
Plumbing 3.5%	Coleman Redwood Valley	989129	\$16,000.00
		1000041530	
Electrical 2%	CORE Santa Rosa	1041970	\$9743.94
		10000437263	
Handrails 7%	SR Iron Santa Rosa	576171	\$34,300.00
		1000060474	
XXXXXXXXXX			
Cabinetry 3.1%	JR Stephens	445547	\$14,892.00
		1000009737	

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Kirby Constructions Company, Inc.
dba Kirby Construction
625 Ware Avenue
Santa Rosa, CA 95404

SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Compy
One Hartford Plaza
Hartford, CT 06155-0001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Mendocino County Employees Retirement Association
625-B Kings Court
Ukiah, CA 95482

BOND AMOUNT:Ten Percent of the Amount Bid (10% of amount bid)

PROJECT:

(Name, location or address, and Project number, if any)

Mendocino County Employees Retirement Association (MCERA)
Accessibility Improvements

Project Number, if any: #RET 24-001

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of March, 2024

Kirby Constructions Company, Inc. dba
Kirby Construction

(Principal)

(Seal)

(Witness)

(Title)

Hartford Fire Insurance Company

(Surety)

(Seal)

(Witness)

Elizabeth Collodi, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

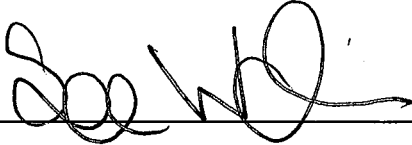
On March 15, 2024 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in
~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~ signature(~~s~~) on the instrument the
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

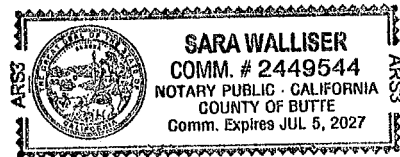
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: INTERWEST INSURANCE SVCS LLC/CHICO
 Agency Code: 57-123679

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Cassandra Medina, Brad Espinosa, Renee Ramsey, Sara Walliser, Breanna Boatright, Tony Clark, Elizabeth Collodi, Matthew Foster, John Hopkins, Kathleen Le, Jason March, Deanna Quintero, Bill Rapp, Sharon Smith, John Weber of CHICO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }
 COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 15, 2024

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

SECTION 00501 - WORKERS' COMPENSATION CERTIFICATION

Pursuant to California Labor Code Section 1861, the Contractor hereby certifies the following:

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.

Dated _____

Contractor Signature _____

SECTION 00510 - CONTRACTOR GUARANTEE FOR

Mendocino County Employees Retirement Association (MCERA)

Accessibility Improvements

Contractor hereby guarantees that the labor and material furnished for this project is in accordance with the drawings and specifications. Contractor agrees to repair or replace any or all of the work, together with any other adjacent work which may be displaced in so doing, that may prove to be defective in its workmanship or material within a period of ONE (1) YEAR from date of acceptance of the above-named project by MCERA without any expense whatsoever to MCERA, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of Contractor's failure to comply with the above-mentioned conditions within fifteen (15) calendar days after being notified in writing by MCERA, Contractor authorizes MCERA to proceed to have said defects repaired and made good at Contractor's expense. Contractor shall honor and pay the costs and charges therefore upon demand.

SIGNED _____

COUNTERSIGNED _____

CONTRACTOR _____

DATED _____

DATE OF BUILDING ACCEPTANCE _____

SECTION 00650 - CONSTRUCTION SITE STORM WATER POLICY

PART I – GENERAL

15.1 SUMMARY

- A. Mendocino County Ordinance No. 4313 STORM WATER RUNOFF POLLUTION PREVENTION PROCEDURE (Mendocino County Code Chapter 16.30 et.seq.) requires any person performing construction and grading work anywhere in the county shall implement appropriate Best Management Practices (BMP) to prevent the discharge of construction waste, debris, sediment or contaminants from construction materials, tools and equipment from entering the storm drainage system or natural waterways (off-site).
- B. By commencing work in this contract, the contractor agrees to comply with Mendocino County Code Section 16.30.140 Inspection and monitoring. The County may enter the worksite whenever necessary to perform inspections related to the Storm Water Runoff Pollution Prevention Procedures for the project including inspection of BMP's and records relating to storm water plan compliance.

15.2 SUBMITTALS

- A. Prior to beginning construction activities, submit construction site Best Management Practice (BMP) Plans and Specifications prepared by a Qualified Storm Water Developer (QSD) or the Contractor referencing Mendocino County Building and Planning Services Documents noted below:
 - 1. Construction Best Management Practices for over-the-counter building permits for projects that do not disturb any soil.
 - 2. Small Construction Site Storm Water Erosion and Sediment Control Plan Template for projects that will disturb any soil.
- B. Submittal shall include a project specific BMP plan for all areas of soil disturbance and possible contamination source generated by the project. Attach copies of the relevant current BMP fact sheets from the California Storm Water BMP Handbook Portal planned to address each potential source of contamination generated by the project.
- C. A County approved BMP plan is required prior to beginning work on the project.

Part 2 – PRODUCTS

2.1 MATERIALS

- A. Provide Materials in Compliance with Approve BMP fact sheets in appropriate quantities to mitigate possible runoff, sedimentation and/or contamination in accordance with the approved BMP plan.

Part 3 – EXECUTION

3.1 PREPARATION

- A. Prepare BMP schedule to identify dates when BMP's will be installed.
- B. Ensure that BMP Materials are on site in the event of an untimely rain event and prior to October 15th.
- C. Identify and mark Storm Drain Inlets and drainage features leading to storm drains or natural waterways.
- D. Identify and provide instruction and training to on site personnel responsible for installation and management of BMP's.

3.2 INSTALLATION

- A. Complete BMP installation Prior to October 1st or prior to ground disturbance activities between October 1st and April 15th, and call the project manager for an inspection of the installed BMP plan. Do not start grading activities without BMPs in place.
- B. Comply with installation guidelines included with BMP fact sheets and suitable to site conditions.
- C. Remove Contamination and Sediment BMPs after sources of sedimentation, or contamination have been removed from the site or final soil stabilization is complete. Do not remove Erosion Control BMPs until permanent Erosion Control features are established unless directed by the County.

3.3 INSPECTION

- A. It is the responsibility of the Contractor to provide regular inspection of BMPs throughout the rainy season. Maintain and replace all BMPs in accordance with the approve BMP plan.

- B. Prior to significant rain events, inspect installed BMPs to ensure all potential sources of contamination, sedimentation or erosion are protected by approved BMP's.
- C. During significant rain events verify that installed BMPs are adequate to the flows on the project site.
- D. Record inspection findings as required by approved BMP plan.
- E. Maintain Inspection records and a copy of the approved BMP plan on the project site for inspection by County and NCWRCB.
- F. Failure of the Contractor to comply with the requirements of these specifications and the provisions of the approved Storm Water pollution Prevention Plan or BMP plan may result in work stoppage, a written citation, monetary fine or any combination thereof.

END OF SECTION

SECTION 00700 - GENERAL CONDITIONS

1. DEFINITIONS

Whenever in the Specifications and other Contract Documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

- A. "Owner" - Board of Retirement, Mendocino County Employees Retirement Association (MCERA), or its authorized agents or assignees.
- B. "Agent" - The Agent acting for MCERA, which shall be either the MCERA Executive Director or his/her designee.
- C. "Contractor" - The person or persons, partnership, corporation, or combination thereof, private or municipal, who have entered into a contract with MCERA, as party or parties of the second part or his/her or their legal representatives.
- D. "Specifications" - The directions, provisions and requirements contained in these Specifications as supplemented by the Supplementary Conditions. Whenever the term "These Specifications" is used in this book, it means the provisions as set forth in this book.
- E. "Paragraph" - The particular section of subdivision herein designated by a number.
- F. "Laboratory" - The designated laboratory authorized by MCERA to test materials and work involved in the Contract.
- G. In the case of conflict between the Standard Specification and these Specifications, these Specifications shall take precedence over and be used in lieu of such conflicting portions:

A.W.S.	American Welding Society
A.S.T.M.	American Society for Testing Materials
A.S.A.	American Standard Association
N.B.F.U.	National Board of Fire Underwriters
N.B.S.	National Bureau of Standards
A.S.M.E.	American Society of Mechanical Engineers
A.R.I.	American Refrigeration Institute
N.E.M.A.	National Electrical Manufacturers Association
U.L.	Underwriter's Laboratories
E.T.L.	Electrical Testing Laboratories
A.C.I.	American Concrete Institute
F.A.	Federal Specifications

A.I.S.C. American Institute of Steel Construction

- H. MCERA and the Contractor are those named as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and the masculine gender.
- I. When the words "Approved", "Satisfactory", or "Equal", "As Directed", etc. are used, approval by MCERA is understood.
- J. All Federal, State laws and local laws shall govern the construction of the Contract and all rules, ordinances and requirements of authorized officials shall be complied with.
- K. It is understood that any reference to the Specifications or designation of the American Society for Testing Materials, Federal Specifications or other standard, code, or order, refers to the most recent or latest amended specification or designation.
- L. "Work" means all tasks or things required to be performed under the Contract and includes all labor, materials, equipment and services provided or to be provided by Contractor to comply with its Contract obligations except to the extent specifically indicated in the Contract to be the responsibilities of others.

2. EXAMINATION OF PLANS AND SPECIFICATIONS

The Bidder shall carefully examine the site of the work contemplated and the proposal, plans, specifications, and Contract forms thereof. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and material to be furnished, and as to the requirements of these Specifications.

3. DRAWINGS AND SPECIFICATIONS

- A. Figured dimensions on the drawings shall govern, but work not dimensioned shall be as directed. Work indicated but not particularly detailed or specified shall be equal to similar parts that are detailed or specified, or as directed. Full-size detailed shall take precedence over scale drawings as to shape and details of construction. It is intended that scale drawings, full-size details and specifications should agree, but should any discrepancy or apparent error occur in plans and specifications or should any work of others affect this work, the Contractor shall notify MCERA at once; if the Contractor proceeds with the work affected without instruction from MCERA he shall make good any resultant damage or defect.
- B. All misunderstandings of drawings or specifications shall be clarified by Brokaw Design on behalf of MCERA, whose decision shall be

final.

- C. Any work called for by the drawings and not mentioned in the Specifications, or vice versa, is to be furnished as though fully set forth by both. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, including special construction for any specific brand or shape of material called for even though only briefly mentioned or indicated, shall be furnished and installed fully and completely as a part of the Contract.
- D. Lists, rules and regulations referred to are recognized printed standard and shall be considered as one and a part of these Specifications within the limits specified.
- E. "General Conditions" apply with equal force to all of the work, including extra work authorized.
- F. For convenience, the Technical Specifications are arranged in Divisions and further divided into various sections. It is to be understood, this separation is for convenience of all parties involved and is not to be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between MCERA and the Contractors during bidding and construction phases; i.e., all work shown, as well as for the proper completion of the project as a whole, shall be coordinated by the Contractor and his Subcontractors during bidding and construction and shall be provided in this Contract.

4. CONDUCT OF WORK

- A. MCERA reserves the right to do other work in connection with the project by contract or otherwise. Contractor shall at all times conduct his work so as to impose no hardship on MCERA or others engaged in the work. Contractor shall adjust, correct, and coordinate his work with the work of others so that no discrepancies shall result in the whole work.
- B. The Contractor shall provide at his own cost and risk all labor, material, water, power tools, machinery, scaffolding, and framework for the execution of the work. Equipment shall be adequate and as approved.

The Contractor shall obtain all necessary measurements from the work and shall check dimensions, levels, and construction and layout and supervise the construction, for correctness of all of which he shall be responsible.

- C. Where work of one trade joins or is on other work, there shall be no discrepancy when same is completed. In engaging work with other materials, marring or damaging same shall not be permitted. Should improper work of any trade be covered by another which results in damage

or defects, the whole work affected shall be made good without expense to MCERA.

- D. The Contractor must anticipate relation of all parts of the work and at the proper time furnish and set anchorage, blocking or bonding as required. Anchorage and blocking necessary for each trade shall be a part of same, except where stated otherwise.
- E. Assistance required by MCERA in obtaining measurements or information on the work shall be furnished accurately and fully without cost to MCERA.

5. OWNERSHIP OF DRAWINGS

All plans and specifications shall remain the property of MCERA and shall be returned to the MCERA office or shall be accounted for by the Contractor before the final certificate will be issued.

6. PUBLIC AND MCERA CONVENIENCE AND SAFETY

The Contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times and of any dangerous conditions until final acceptance of the work by MCERA.

7. ACCIDENT PREVENTION

- A. It shall be the Contractor's responsibility to keep himself fully informed of all existing and future safety regulations, Codes, OSHA requirements, and other laws and regulations governing the work which may in any manner affect anyone in and around the project or engaged or employed in the work, or materials, equipment, etc. used in the work or which in any way affect the conduct of the work.
- B. The Contractor shall appoint a Safety Officer for the project and submit his name to MCERA.
- C. The Contractor shall supply MCERA with a Material Safety Data Sheet (MSDS) on each hazardous substance to be used by the Contractor on the project.
- D. The Contractor and his Safety Officer shall be solely responsible for insuring compliance with those Codes, regulations, OSHA requirements, and for discovering and correcting any code violations or unsafe conditions.
- E. Reports of all lost-time accidents shall be promptly submitted to the Owner, giving all pertinent information.

8. INDEMNIFICATION

MCERA shall not be answerable or accountable in any manner for: (1) any loss or damage that may happen to the work or any part thereof, for any loss or damage to any of the materials or other things used or employed in performing the work; (2) injury or death of any person or persons, either workers or the public; (3) damage to property from any cause which might have been prevented by the Contractor or his workers or anyone employed by him. The Contractor shall be responsible for any liability imposed by law for injuries to or death of any person including, but not limited to, workers and the public or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

To the maximum extent permitted by law, Contractor shall defend, indemnify, and save harmless the MCERA and its successors and assigns, and its respective officers, directors, employees, agents, and representatives (“MCERA Indemnitees”), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity arising out of or in connection with the Contractor’s performance of this Contract for:

1. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of you, MCERA, or any other contractor; and
2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of you or anyone directly or indirectly employed by you or anyone for whose acts you may be liable.

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the MCERA.

Contractor is not obligated to indemnify the MCERA for claims arising from conduct delineated in Civ. Code § 2782. Contractor’s defense and indemnity obligation shall extend to claims arising after the work is completed and accepted if the claims are directly related to alleged acts or omissions by you that occurred during the course of the work. Any inspection of the work by MCERA is not a waiver of full compliance with these requirements.

MCERA will notify Contractor promptly upon receipt of any third-party claim for which MCERA is entitled to indemnity hereunder. MCERA is entitled to recover reasonable costs incurred in providing notification under Pub. Cont. Code § 9201.

Contractor’s obligation to defend and indemnify is not excused because of Contractor’s inability to evaluate liability or because Contractor evaluates liability and determines that it is not liable. Contractor must respond within 30 days to the tender of any claim for defense and indemnity by the MCERA, unless this time

has been extended by MCERA. If Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, MCERA may withhold such funds MCERA reasonably considers necessary for its defense and indemnity until disposition has been made of the claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third-party claims against Contractor, Contractor waives all rights of any type to express or implied indemnity against MCERA, its officers, employees, or agents (excluding agents who are design professionals).

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

9. LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of all existing and future State, Federal and local laws, codes and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies and tribunals having any jurisdiction or authority over the same and shall be solely responsible for insuring compliance with those laws, codes and regulations.

A partial, though not necessarily complete listing of laws to be observed by the Contractor is as follows:

- A. Federal Americans with Disabilities Act of 1990.
- B. Federal Labor Standards Act.
- C. The Anti Kick-Back regulations found in 29 CFR Part 3.
- D. All contract clauses required by 29 CFR 5.5 (a) and (c), 20 U.S.C. 1232b; 40 U.S. C. 276a, 276c, 327-332; 29 CFR Parts, (926).
- E. Nondiscrimination clause and Certification of Non-Segregated Facilities prescribed by Executive Order No. 11246, September 24, 1965 as amended by Executive Order 11375.
- F. Executive Order No. 11288 of July 7, 1966 (31 FR 9261) "Prevention, Control and Abatement of Water Pollution".
- G. Executive Order 11988, relating to evaluation of flood hazards.
- H. Compliance with all Federal, State and local requirements for handicapped access, fire safety and seismic resistance.

10. BONDS REQUIRED

The successful bidder shall furnish bonds as required in the document entitled "Instructions to Bidders" which is part of these Contract documents.

11. INSURANCE

The Contractor, at his expense, shall secure and maintain at all times during the entire period of performance under this Contract, insurance as set forth below with insurance companies acceptable to MCERA.

The Contractor shall provide to MCERA certificates of insurance with endorsements properly executed by an officer or authorized agent of the issuing insurance company evidencing coverage and provisions as stated below:

A. INSURED

Name MCERA, its elected or appointed officials, employees, agents and volunteers as additional insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) Premises owned, leased or used by the Named Insured, or (d) Ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and MCERA, its elected or appointed officials, employees, agents and volunteers.

B. SEVERABILITY OF INTEREST

Provide that the inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

C. CONTRIBUTION NOT REQUIRED

Provide that as respects: (a) work performed by the Named Insured on behalf of MCERA; or (b) products sold by the Named Insured MCERA; or (c) premises leased by the Named Insured from MCERA; or (d) ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, the insurance afforded by this policy shall be primary insurance as respects MCERA, its elected or appointed officials, employees, agents and volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance

maintained by MCERA, its elected or appointed officials, employees, agents and volunteers shall be excess of this insurance and shall not contribute with it.

D. COVERAGE BELOW MINIMUM REQUIRED NOTICE

Provide that the limits of insurance afforded by this policy shall not fall below the minimum requirements of MCERA without notice to MCERA by certified mail return receipt requested. Such notice shall be addressed to: MCERA, Courthouse, Ukiah, Calif. 95482, Attn: Doris Rentschler.

E. CANCELLATION NOTICE

Provide that the insurance afforded by this policy shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) day's prior written notice, delivered in person or by First Class U.S. Mail, has been given to MCERA. Such notice shall be addressed to: MCERA, 625-B Kings Court, Ukiah, Calif. 95482, Attn: Doris Rentschler.

Contractor shall furnish to MCERA certificate(s) of insurance evidencing Workers Compensation Insurance coverage to cover its employees. The Contractor shall require all subcontractors similarly to provide Workers Compensation Insurance as required by the Labor Code of the State of California for all of the Contractor's and subcontractors' employees.

The Contractor shall not commence work, nor shall he allow his employees or subcontractors or anyone to commence work until all insurance required and provisions contained herein have been submitted to and accepted by MCERA. Failure to submit proof of insurance as required herein may result in awarding said Contract to another bidder. Failure to comply with the insurance requirements set forth herein shall constitute a material breach of contract and, at MCERA's option, shall subject this Contract to termination.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude MCERA from taking such other action as is available to it under any other provisions of this Contract or otherwise in law.

SCOPE OF LIABILITY COVERAGES

Contractor shall furnish to MCERA certificates of insurance evidencing at the minimum the following:

1. Commercial General Liability (CGL) including products and completed operations, property damage, bodily injury and personal & advertising injury \$2,000,000 each occurrence and \$2,000,000 aggregate.

2. Vehicle-Bodily Injury \$500,000 each person,

\$1,000,000 each

occurrence, and

Vehicle-Property Damage \$1,000,000 each occurrence.

---or---

Combined Single Limit Vehicle Bodily Injury and Property Damage Liability \$1,000,000 each occurrence.

3. Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance by MCERA, all risk Builder's Risk Insurance covering the real and personal property of others in the care, custody, and control of the contractor. Coverage shall include theft and damage to building interiors. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include MCERA, the Contractor and its subcontractors as their interests may appear.

12. WORKERS COMPENSATION CERTIFICATION

Contractor certifies as follows:

"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". (Labor Code Section 1861)

13. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal acceptance of the work by MCERA, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof or to materials or thing employed in doing the work or stored on the site by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, replace, and make good all injuries or damages to any portion of the work occasioned by any of the above caused before final acceptance and shall

bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor's responsibility also extends to adjoining property as related to the construction operation.

14. RESPONSIBILITY OF MCERA

MCERA shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these Specifications.

15. COOPERATION BETWEEN CONTRACTORS

Where two or more contractors are employed on related or adjacent work, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to person or property, or for loss caused by failure to furnish the work within the time specified for completion.

Should the Contractor, through acts of neglect on the part of any Contractor, suffer loss or damage to the Work, the Contractor agrees to settle with such other Contractor by agreement. If such other Contractor should file claim against MCERA on account of alleged damages to be sustained, MCERA shall notify the Contractor who shall, at his expense, indemnify and save harmless MCERA against any such claim.

16. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control. Should the Contractor subcontract any part of his Contract, the Contractor shall be fully responsible to MCERA for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself.

No subcontractor will be recognized as such, and all persons engaged in the work on construction shall be considered as employees of the Contractor.

Pursuant to Pub. Cont. Code § 6109, Contractor shall not perform work with a subcontractor who is ineligible to perform work on the Project pursuant to Labor Code § 1777.1 or § 1777.7. Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus. & Prof. Code § 7000 et seq. and Pub. Cont. Code § 6109.) and a valid public works contractor registration number with the Department of Industrial Relations.

Contractor shall not award any subcontract subject to the Subletting and

Subcontracting Fair Practices Act, Pub. Cont. Code § 4100 et seq. or make any subcontractor substitution, except where the Agency consents in writing in accordance with said Act.

Contractor shall not perform work with a debarred subcontractor.

Each subcontract must comply with the Contract.

Contractor shall submit copies of subcontracts upon request.

Upon request, Contractor shall immediately remove and do not again use a subcontractor who fails to satisfactorily prosecute the work.

17. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and file all notices necessary and incidental to the due and lawful prosecution of the work.

18. PATENTS

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

19. LIENS

Liens shall be enforced as provided by California State Law pertaining to Public Works.

20. CHANGES IN THE WORK

A. MCERA may authorize or order changes in the work, in which event the Contract time may be extended and the Contract sum shall be adjusted by one or more, or a combination of, the following methods:

1. Unit bid prices previously approved or as may be agreed upon.
2. An agreed lump sum substantiated by Contractor, itemizing labor, material, equipment, overhead, profit, bond, etc.
3. By ordering Contractor to proceed with work and keep correct account with vouchers the actual cost of:
 - a. Labor, including foreman;
 - b. Materials entering permanently into the work;
 - c. The ownership or rental cost of construction plant and

- equipment during the time of use on the extra work;
 - d. The work of subcontractors, accounted for as described herein;
 - e. Power and consumable supplies for the operation of power equipment;
 - f. Insurance;
 - g. Social Security and old age and employment contribution.
- B. To the cost under (2) and (3), there may be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) for the estimated cost of the work. The fee shall be compensation to cover the cost of administrative overhead, and profit.
- C. On changes which involve a credit to MCERA, no allowances for overhead need be figured.
- D. All such change orders and adjustments shall be in writing.
- E. All Claims by Contractor for extra cost shall be made in writing before executing the work involved. Refer to specification section 00811 – Unforeseen Physical Conditions for Claims procedures.
- F. All change orders shall be reviewed and approved by MCERA.
- G. To the extent not covered by insurance, Contractor shall be entitled to a change order for the cost of repair or restoration to damaged work in excess of 5 percent of the total bid if the damage was caused by an act of God as defined by Pub. Cont. Code 7105.
- H. Pursuant to Gov. Code § 4215, the MCERA is responsible for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site if such utilities are not identified by the MCERA in the Project Plans made a part of the invitation for bids. MCERA shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, for removing or relocating such utility facilities not indicated in the project plans with reasonable accuracy, and for equipment on the project necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the MCERA or the owner of the utility to provide for removal or relocation of such utility facilities.

21. MCERAS RIGHT TO TERMINATE CONTRACT

- A. Termination for Default

If the Contractor should refuse or neglect to properly perform or prosecute the work or if he should substantially violate any provision of the Contract, then MCERA may, without prejudice to any other right or remedy upon seven (7) days written notice to the Contractor, terminate the services of the Contractor and take possession of the premises, and all materials, tools, and equipment thereon and complete the work. The expense thereof shall be deducted from the balance otherwise due the Contractor. If such expense should exceed such unpaid balance, then the Contractor shall pay the difference to MCERA. Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

B. Termination for Convenience

MCERA may, at any time, terminate the Contract for MCERA's convenience and without cause.

If Contractor has completely performed all obligations under the Contract up to the date of termination, Contractor shall be entitled to compensation for (a) actual costs reasonably incurred in performance of the Work before termination, plus (b) the actual cost necessarily incurred in effecting the termination; less (c) all amounts previously paid to Contractor for the Work. Contractor shall substantiate all costs under the Contract with documentation satisfactory to Agency and verified by Agency. In no event shall Contractor be entitled to anticipated profits or any damages because of such termination

22. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or if the work should be stopped for a period of thirty (30) days by the Contractor because no certificate for payment has issued as provided in Paragraph 25 or because MCERA has not made payment thereon as provided in Paragraph 25, then the Contractor may, upon seven (7) additional days' written notice to MCERA, terminate the Contract and recover from MCERA payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

23. TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. In case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by MCERA, and it is impracticable to determine the

actual damage which MCERA will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to MCERA the sum of money per calendar day for each day's delay beyond the time prescribed as required in the document entitled "Instructions to Bidders", which is a part of these Contract Documents. The Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that MCERA may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

- B. In case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, MCERA shall have the right to extend the time for completion or not, as may best serve the interest of MCERA. If MCERA decides to extend the time limit for the completion of the Contract, MCERA shall further have the right to charge the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of MCERA, including inspections, superintendence, and other overhead expenses directly chargeable to the Contract, and which accrue during the period of such extension. The cost of final inspections shall not be included in such charges.
- C. The Contractor shall not be assessed with liquidated damages nor the cost of MCERA's services and inspection during any delay in the completion of the work caused by acts of God or the public enemy, acts of MCERA, fire, flood, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided the Contractor furnishes satisfactory and acceptable proof that he has made diligent attempts to obtain same) and unusually severe weather or delays of subcontractors due to such causes, provided the Contractor shall within ten (10) days from the beginning of such delay notify MCERA in writing of the delay. MCERA's findings of fact thereon shall be final and conclusive.
- D. MCERA agrees that changes in work ordered pursuant to Paragraph 20 and extensions of completion time made necessary by reasons thereof, shall in no way release any guarantee given by the Contractor or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on bonds executed pursuant to these specifications. Sureties shall be deemed to have expressly agreed to any change in the work and to any extension of time made by reason thereof.

24. ACCEPTANCE

- A. The Contract will be accepted as completed only when the whole and entire Contract shall have been completed satisfactorily to MCERA. In judging the work, no allowance for deviations from the original plans and specifications will be made unless already approved in writing at proper times and in a manner as called for herein.

- B. Should it become necessary to occupy a portion of the work before the Contract is fully completed, such occupancy shall not constitute acceptance.

25. PARTIAL PAYMENTS

On the twenty-fifth (25th) day of each month, the Contractor shall submit to MCERA for approval an application for payment, using the standard AIA forms, showing an itemized statement for work that has been performed. MCERA within thirty (30) days of receipt of an approved application, shall issue to the Contractor a certificate for the amount MCERA has approved for work that has been performed less retention as authorized by law.

Contractor shall submit certified copy of payroll showing payment of California State Prevailing wages with each request for payment submitted.

Periodic payments shall not exceed 95 percent of actual work done and materials used until after 50 percent of the work is completed. At any time after 50 percent of the work is completed if MCERA finds that satisfactory progress is being made, it may make any of the remaining periodic payments in full for the actual work completed (Pub. Cont. Code § 9203).

Contractor shall not withhold retention from a subcontractor in an amount exceeding the amount withheld by Owner (Pub. Cont. Code § 7200). Contractor shall have the right to substitute securities or a letter of credit for the retention pursuant to the procedures contained in Pub. Cont. Code § 22300. No such substitution shall be accepted until such securities or letter of credit have been approved by MCERA as qualifying for substitution, the value of such securities has been established to MCERA's reasonable satisfaction, the parties have entered into an escrow agreement (if the securities are to be held in escrow) in form substantially similar to that contained in said § 22300, and all documentation necessary for assignment of the securities to MCERA or to the escrow agent, as appropriate, has been delivered in form reasonably satisfactory to MCERA. Alternatively, Contractor may request and MCERA shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. The amount of retention to be withheld under subcontracts shall not exceed the amount withheld by Owner. Retention shall be released as specified in Pub. Cont. Code § 7107.

Contractor and each Subcontractor must pay the amount owed to its subcontractors within 7 days of receipt of each partial payment, unless

otherwise agreed to in writing. If there is a good faith dispute over all or any portion of the amount due on a progress payment from Contractor or subcontractor to a subcontractor, then no more than 150 percent of the disputed amount may be withheld. Contractor or subcontractor violating this section, must pay a penalty to the subcontractor owed payment equal to 2 percent of the amount due per month for every month that payment is not made.

26. FINAL PAYMENT

Upon completion of the Contract, MCERA will cause to be made a final estimate of the amount of work done, and the value of such work. After approval by MCERA representative, MCERA shall pay the remainder due on the contract (with the exception of retainage) after deducting there from, all previous payments. All prior partial estimates and payments shall be subject to correction in the final estimate and payments. Payment and the final estimate are due within thirty-five (35) days from the recorded date of the Notice of Completion, provided all as-built drawings, equipment manuals, instructions to the owner and guarantees have been received and accepted by MCERA.

Retention shall be released 60 days after completion (defined as (1) occupation of project by the owner accompanied by cessation of labor. (2) acceptance by the owner, (3) cessation of labor for a continuous period of 100 days or more, due to factors beyond the control of the contractor, or cessation of labor for a continuous period of 30 days or more, if MCERA files for record a notice of cessation or a notice of completion. MCERA is liable for interest on excess amounts withheld. MCERA may withhold not more than 150 percent of the value of disputed items following completion under Pub. Cont. Code § 7107.

Contractor shall pay retention to subcontractors within 7 days of its receipt of retention from MCERA, or a 2 percent penalty for improper withholding will be charged. The Subcontract may not waive the requirements of the statute under Pub. Cont. Code § 7107.

27. PAYMENT WITHHELD

MCERA may withhold or, on account of subsequently discovered evidence, may nullify the whole or part of any payment certificates to such extent as may be necessary to protect MCERA from (1) defective work not remedied, (2) asserted claims against Contractor, (3) failure of the Contractor to make payments properly to employees or for material or labor, (4) any reasonable doubt that the Contract work can be completed for the balance then unpaid, or (5) damage to another contractor.

28. FAULTY WORK AND MATERIALS

The Contractor shall promptly remove from the premises all materials condemned by MCERA as failing to conform to the Contract, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to MCERA. The Contractor shall bear the expense of making good all work of other contractors destroyed or damaged by such removal.

If the Contractor does not remove such condemned work and materials within reasonable time, fixed by written notice, MCERA may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days thereafter, MCERA may upon ten (10) days written notice, sell such materials at auction or at private sales and shall account for the net proceeds thereof after deducting all costs and expenses that should have been borne by the Contractor.

29. TEMPORARY SUSPENSION OF WORK

MCERA shall have the authority to suspend the work wholly or in part, for such period as it may deem necessary, for its convenience, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable progression of the work, or for such time as it may deem necessary due to the failure of the Contractor to carry out orders given by MCERA, or to perform any provision of the Contract. The Contractor shall immediately obey such order of MCERA and shall not resume work until ordered in writing by MCERA.

30. SAMPLES

When requested, the Contractor shall submit for MCERA's review samples of the various materials, together with the finish thereof, as specified for and intended for use in the work. Samples of bulk materials shall be selected by the lab. All materials and workmanship shall in all respects be equal to the samples so submitted and reviewed. Samples shall be sent or delivered to MCERA, samples and delivery charges paid by Contractor. Samples will be returned to the Contractor if requested, shipping or delivery charges collect.

31. CLEANING AND REMOVAL OF DEBRIS

The Contractor shall, as directed by MCERA during the progress of the work, remove and properly dispose of dirt and debris and shall keep the premises reasonably clean. Upon completion of the work, the Contractor shall remove all of his equipment and unused materials provided for the work, and shall put the building and appurtenances in a neat and clean condition and shall do all cleaning and washing required by the specifications.

32. OBSTRUCTIONS

The Contractor may be required to work around public utility facilities and other

improvements which are to remain in place within the construction area. The Contractor shall be held liable to the owners of such facilities and improvements for any damage or interference with service resulting from the Contractor's operation.

The exact location of underground facilities and improvements within the construction area, whether shown on the drawings or not, shall be ascertained by the Contractor before using equipment that may damage such facilities or interfere with their service.

33. SUPERINTENDENT IN CHARGE

The Contractor shall keep on the work at all times and until the acceptance certificate is issued a competent superintendent or foreman for the purpose of receiving and executing without delay any orders from MCERA in keeping with the terms of the Contract. This foreman shall have charge of the plans and specifications kept on the job. He shall be instructed to familiarize himself closely with all provisions of the plans and specifications and to follow the same accurately. On days where no work is to be performed, a superintendent is not required to be on site.

34. STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall not be stockpiled or placed outside of the site property lines unless written permission is obtained by the appropriate owner or political subdivision having jurisdiction over the adjacent property, roads, streets, etc.

35. GENERAL GUARANTY

Neither the final payment nor any partial payment, nor partial or entire use of the premises by occupancy by MCERA shall constitute an acceptance of the work not completed in accordance with the Contract. Final Payment or partial payment or partial or entire use of the premises by occupancy shall not relieve the Contractor of liability with respect to any warranties or responsibilities for faulty materials or workmanship. The Contractor shall remedy any defect in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period is specified elsewhere in these specifications. MCERA shall notify the Contractor of observed defects with reasonable promptness.

36. MATERIALS AND SUBSTITUTIONS

- A. Specific reference to materials, appliances, fixtures and equipment by trade name is intended to be used as standard, but this implies no right on the part of the Contractor to use other materials, fixtures, appliances,

equipment, until review by MCERA.

- B. MCERA alone shall determine what will be considered as equal, but the burden of proof as to quality, utility and function, etc. shall be upon the Contractor.

If the Contractor desires to substitute any item, he shall in writing state the cost of such item and the original item named in the specifications if requested and shall submit a substitution warranty in the format shown in the specifications.

- C. As soon as practicable and within twenty (20) days after official award of Contract and before any fixtures, materials or equipment are purchased, the Contractor shall submit to MCERA a complete list of materials, fixtures and equipment in triplicate, giving the manufacturers' names, catalog numbers, etc., and, when requested, the original and substitute item of each article which he proposes to install as a substitution.
- D. Requests for substitution will not be considered after the above period of time unless the item specified is not obtainable or, in the opinion of MCERA, such substitution would serve MCERA's interest.

37. CONSTRUCTION, MATERIAL AND LABOR COST SCHEDULES

- A. The successful Contractor shall submit the following schedules to MCERA within ten (10) days after commencing the work:
 - 1. A construction schedule indicating the start and finish of each phase of the work.
 - 2. A detailed statement of the cost of material and labor included in the original estimate for each phase of the work so arranged that the value of the work as it progresses may be readily determined.

38. CONFERENCES

At any time during the progress of the work, MCERA may request the Contractor to attend a conference of any or all of the Contractors engaged on the work, and any notice of such conference shall be duly observed and complied with by the Contractor.

39. INSPECTION AND PAYMENTS - NOT ACCEPTABLE

The fact that the work and materials have been inspected by MCERA and payments on account have been made does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one (1) year from the date of the completion of the

work by the Contractor and its acceptance by MCERA. [Five (5) years for roof.]

40. RETURN OF DRAWINGS AND SPECIFICATIONS

All plans and specifications shall be returned to the Office of MCERA Director of General Services or shall be accounted for by the Contractor before the final certificate will be issued.

41. ARRANGEMENT OF SPECIFICATION SECTION

- A. For convenience, these specifications are arranged in several sections, but such separation shall not be considered as limiting any work required to a particular trade. The Contractor shall in cooperation with other contractors establish responsibility for any work required by the plans and specifications which may be improperly arranged or not included in the appropriate section.
- B. In areas where one trade meets another for joining, the Contractor is responsible to be certain that all work shown is included in his bid.

42. QUALITY OF MATERIALS AND LABOR

All materials used on this Contract shall be new and the best market quality, unless specified or shown otherwise. All labor used on this Contract shall be competent and skilled for the work. All work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner.

All material and labor not meeting these standards shall be removed. MCERA may refuse to issue any certificate of payment until all defective materials or work have been removed, and other material of proper quality substituted therefor.

43. INCOMPETENT WORKERS

If at any time any foreman or worker who shall be employed by the Contractor shall be declared by MCERA to be incompetent or unfaithful in executing the work, the Contractor, on receiving written notice, shall forthwith initiate appropriate action to dismiss such person from the work.

44. MCERA TO DECIDE

All matters of color, texture, design, interpretation of plans and specifications shall be referred by the Contractor to MCERA, whose decision thereon shall be final.

45. CODES

All work and materials shall be in full accordance with the latest rules and

regulations of the State Fire Marshal; the Safety Orders of the Division of Industrial Safety; the California Electric Code; the California Building Code; California Mechanical Code; the California Fire and Plumbing Codes; OSHA and other applicable State and local codes and laws. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes.

46. PAYMENT OF FEDERAL, STATE OR LOCAL TAXES

Any Federal, State or Local tax payable on articles furnished by the Contractor under the Contract shall be included in the Contract price and paid by the Contractor.

47. LIMITATIONS OF HOURS OF WORK

Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit as a penalty \$25.00 for each worker employed in the execution of the Contract by the Contractor for each calendar day which such worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code, and in particular Sections 1810 and 1816. Work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 & 1/2) times the basic rate of pay, as provided in Section 1815.]

48. PAYMENT OF NOT LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES

A. The Contractor shall pay his workers on all work included in this Contract not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality. Such per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the State Director of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of worker needed to execute this Contract.

B. The Contractor shall comply with Labor Code Section 1775. In accordance with Section 1775, the Contractor shall forfeit as a penalty twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the Contract in violation of the provisions of the Labor Code in particular Labor Code Sections 1770 and 1780. In addition to said penalty, and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

1. Statement that the item shown complies with the handicapped regulations of Title 24 of the California Code of Regulations.
2. Show all required dimensions, heights, clearances, and locations that must be followed when items are installed on project.

55. CONTRACT AMBIGUITY

This Contract shall be deemed to have been prepared jointly by the parties signing the Contract and if any inconsistencies or ambiguities exist, they shall not be interpreted or construed against any of the parties as the drafter.

56. FAIR EMPLOYMENT PRACTICES/NONDISCRIMINATION

The Contractor shall comply with Federal and State Fair Employment Practices provisions.

The Contractor, in connection with performance of work under this agreement, agrees to comply with the rules and regulations which deal with or relate to nondiscrimination set forth as follows:

- A. During the performance of this Contract, the Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. The Contractor shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, sections 12900 *et seq.*), the regulations promulgated thereunder (2 Cal. Code of Regulations sections 7285.0 *et seq.*), and Government Code Sections 11135 - 11139.5).
- C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and MCERA upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to view such of its books, records, accounts, other sources of information and its facilities as said Department or MCERA shall require to ascertain compliance with this clause.
- D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have

a collective bargaining or other agreement.

- E. The Contractor shall include the above nondiscrimination and compliance provisions in above subparagraphs 1 and 2 in all subcontracts to perform work under the Contract.

57. DISPUTES

57.1 Contractor shall timely comply with all notices and requests for additional compensation and extensions of time as a prerequisite to filing any claim governed by this Section 57. The failure to timely provide any notice or request required under this Contract shall constitute a waiver of the right to further pursue the claim under this Contract or at law.

57.2 Effective January 1, 1991, section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section 57 is to implement sections 20104 et seq. and section 9204 of the California Public Contract Code; accordingly, this Section 57 shall be construed to be consistent with said statutes.

57.3 For purposes of this Section 57, “demand” means a separate demand by Contractor, after MCERA denies Contractor’s duly requested application for (a) a change order, (b) a request for a time extension, (c) payment of money or damages arising from Work done by or on behalf of Contractor under this Contract, (d) an amount the payment of which is disputed by MCERA. All demands governed by this Section 57 may not be filed unless and until Contractor completes all procedures for giving notice and Contractor’s request has been denied in whole or in part by MCERA. All demands governed by this Section 57 must be filed no later than the date of the final payment under this Contract. Any demand must be submitted in writing by registered or certified mail to MCERA and shall include on its first page the following in 16-point capital font: “THIS IS A DEMAND.” Nothing in this Section 57 is intended to or will extend the time limit or supersede notice requirements otherwise provided under this Contract for the filing of demands, including all requirements pertaining to compensation, payment or other relief for disputes, Work, time extensions, or change orders. Failure to follow such contractual requirements shall bar any claims and subsequent claims arising from such demands.

57.4 Contractor shall submit all demands in the following format:

- (a) The demand shall include (i) a summary of the demand’s merit, (ii) a description of the impact on the Contract time or Contract sum, (iii) the relief requested, and (iv) the specific provisions of the Contract and/or other books and records pursuant to which the demand is made.
- (b) The demand shall include the documents necessary to substantiate the demand and a list of such documents, including, to the extent relevant to the demand:
 - (i) specifications;
 - (ii) drawings;
 - (iii) clarifications (requests for information);

- (iv) schedules; and
- (v) any other documents necessary to substantiate the demand.
- (c) The demand shall include:
 - (i) a chronology of events and correspondence related to the demand;
 - (ii) an analysis of the demand's merit;
 - (iii) an analysis of the cost and impact of the events giving rise to the demand; and
 - (iv) a time impact analysis of the events giving rise to the demand on the then-current schedule in critical path method (CPM) format.
 - (v)

57.5 Upon receipt of a demand pursuant to this Section 57, MCERA shall conduct a reasonable review of the demand and, within a period not to exceed 45 days of receipt of the demand or as extended either (a) under Section 57.6 or (b) by mutual agreement of the Parties, shall provide a written statement identifying what portion of the demand is disputed and what portion is undisputed. Any payment due on an undisputed portion of the demand will be processed and made within 30 days after MCERA issues its written response.

57.6 If MCERA needs approval from its Board to provide Contractor a written statement as set forth above, and the Board does not meet within last 15 days of the 45-day period or within the mutually agreed-upon extension of time following receipt of a demand, MCERA shall have up to three days following the next publicly noticed meeting of the Board after the 45-day period, or the extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the demand.

57.7 MCERA may request, in writing, within 20 days of receipt of the demand, any additional documentation supporting the demand or relating to defenses or claims MCERA may have, and Contractor shall provide that documentation within 10 days after MCERA's request is submitted. After MCERA's receipt of such documentation, if MCERA (in its sole discretion) notifies Contractor that additional information is needed, Contractor shall provide such information within five days after MCERA's notification. MCERA's written statement shall be submitted within 30 days (15 days if the demand is less than \$50,000) after receiving all additional documentation required under this Section 57.7; provided, however, that if MCERA needs approval from the Board to provide Contractor with a written statement and has requested and received all required additional documentation, MCERA shall have up to three days following the next publicly noticed meeting of the Board held after such 30-day, 15-day, or longer period provided above.

57.8 If Contractor disputes MCERA's written statement or if MCERA fails to respond within the time prescribed, Contractor may so notify MCERA within 15 days of the receipt of MCERA's statement or its failure to respond (as applicable) and request an informal conference to meet and confer for settlement of those portions of the demand that remain in dispute. Upon receipt of such request, MCERA shall schedule a meet and confer conference within 30 days for settlement of such dispute.

57.9 Within 10 days following the conclusion of the meet and confer conference, if the demand or any portion thereof remains in dispute, MCERA shall provide Contractor with a

written statement identifying the portion of the demand that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the demand shall be processed and made within 60 days after MCERA issues its written statement. Any portion of the demand that remains in dispute shall be submitted to nonbinding mediation and MCERA and Contractor shall equally share the associated mediator fees. MCERA and Contractor shall mutually agree to a mediator from JAMS within 10 days after the disputed portion of the demand has been identified in writing. If the Parties cannot select a mediator during that time, then the Parties agree that JAMS shall designate a mediator who is (a) a lawyer experienced in the subject matter of the dispute, a court commissioner or a retired judge, and (b) able to honor the timeframes provided in this Section 57.9.

- (a) For purposes of this Section 57.9, mediation includes any nonbinding process, such as (without limitation) neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section 57.9.
- (b) Unless otherwise agreed to by MCERA and Contractor in writing, the mediation conducted pursuant to this Section 57.9 shall excuse any further obligation under California Public Contract Code section 20104.4 to mediate after litigation has been commenced.
- (c) The mediation shall be held no later than 60 days from the date that Contractor last performs any Work that is the subject of the demand. All unresolved demands shall be considered jointly in a single mediation, unless a new unrelated demand arises after mediation is completed. Notwithstanding the foregoing, MCERA may determine, in its sole discretion, to hold the mediation at an earlier time for those unresolved demands that will affect the Project or the VWP Program.

57.10 If following the mediation, the demand or any portion remains in dispute, Contractor must file a claim pursuant to Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which such claim must be filed shall be tolled from the date Contractor submits the written demand to MCERA until the time the demand is denied, including any period of time utilized by a meet and confer conference under this Section 57.

57.11 In addition to any and all requirements under this Contract pertaining to notices of, requests for, and demands to compensation, payment or other relief for disputes, Work, time extensions and/or change orders, Contractor must comply with the claim procedures set forth in Government Code section 900 et seq. prior to filing any lawsuit against MCERA. Such Government Code claims and any subsequent lawsuit based upon such claims shall be limited to those matters that remain unresolved after all procedures pertaining to disputes, Work, time extensions and/or change orders have been followed by Contractor. If no such Government Code claim is submitted or if the prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against MCERA. A Government Code claim must be filed no earlier than the date

Contractor last performs Work. A Government Code claim shall be inclusive of all unresolved demands of which Contractor has actual knowledge or that Contractor should have reasonably known, excepting only new unrelated demands that arise after the Government Code claim is submitted.

57.12 The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:

- (a) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (b) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with section 1141.10) of Title 3 of Part 3 of the California Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with section 2016) of Chapter 3 of Title 3 of Part 4 of the California Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with section 1141.10) of Title 3 of Part 3 of the California Code of Civil Procedure, (i) arbitrators shall, when possible, be experienced in construction law, and (ii) any Party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorneys' fees on appeal of the other Party.

57.13 MCERA's failure to respond to a claim from Contractor within the time periods described in this Section 57 or to otherwise meet the time requirements of this Section 57 shall result in such claim being deemed rejected in its entirety.

57.14 No claim or request for change order from Contractor shall suspend Contractor's obligation to proceed with the performance of the Work, and Contractor shall continue to diligently perform the Work in good faith during the pendency of any such claim or request for change order, unless otherwise permitted or required under the express terms of this Contract or agreed to by the parties in writing.

SECTION 00811 - UNFORESEEN PHYSICAL CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

This Section includes special requirements for unforeseen hidden conditions, differing site conditions and underground facilities as required for California Public Works Contracts.

1.2 UNFORESEEN SITE CONDITIONS

A. Pursuant to Section 7104 of the California Public Contract Code, if any of the following conditions, hereinafter called hidden conditions, are encountered at the site, then Contractor shall promptly, before such conditions are disturbed and in no event later than three (3) days after discovery, notify MCERA in writing using the "Hidden Conditions Report" attached to this Document:

1. Material that Contractor believes may be hazardous waste material, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or a Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site or in the building differing materially from those represented in the Contract Documents.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents or conditions that could be observed by examination of the site and the Reference Documents.

B. Conditions that are not unforeseen, hidden, unknown or differing site and building conditions include but are not limited to, the following.

1. All that is indicated in or reasonably interpreted from the Contract Documents.
2. All that is indicated in or reasonably interpreted from the Reference Documents specified in Section 01100, "Summary".
3. All that could be seen on site and that could be observed.
4. Conditions that are materially similar or characteristically the same.
5. Conditions where the location of the building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.

- C. MCERA will promptly investigate the conditions reported which appear to be unforeseen conditions.
1. If MCERA determines that the reported conditions are inherent in work of the character provided for in the Contract Documents or observed by examination of the site and Reference Documents, or that the condition is not hidden, unforeseen or materially different, Contractor shall execute the Work at no additional cost to MCERA.
 2. If MCERA determines that the conditions are hidden or differing conditions and that they will materially cause a decrease or increase in Contractor's cost of any portion of the work, a Contract Modification will be issued for compensation of such portion of the work as provided in the General Conditions.
 3. If MCERA determines that the conditions are hidden or differing conditions and that they will materially affect the performance time, Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of the General Conditions.
 - a. Time extensions or contract costs will not be granted for delays that could be or could have been avoided by Contractor redirecting his forces and equipment to perform other work on the Contract.
- D. Should Contractor disagree with MCERA's determination, Contractor shall submit a Request for Change (RFC) to MCERA that the condition is not indicated in or reasonably interpreted from the Contract Documents, and that the condition is not similar in character to the material that could have been observed by examination of the site and Reference Drawings, but that the condition is materially different and the condition is unforeseen and unknown.
1. Contractor shall submit proof with written explanation, drawings, photographs, material and labor cost breakdowns, and other relevant data to show the condition.
 2. MCERA will review Contractor's submission and make a determination. Contractor shall not file for claim or RFC before MCERA makes the determination.
 3. In the event of continued disagreement, Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract.
 4. Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of RFC and protests between the contracting parties.

1.3 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

- A. In accordance with the provisions of Section 4215 of the California Government Code, MCERA will assume the responsibility for the removal, relocation, or protection of existing main or trunk-line utilities located on the site of the Contract work, if such utilities are not identified in the Contract Documents.
- B. Contractor shall immediately notify MCERA and the public utility in writing of such utility facilities it discovers while performing the work which are not identified in the Contract Documents.
 - 1. Contractor shall negotiate with the owner of the utility, who shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.
- C. Contractor shall not be assessed liquidated damages for delay in Substantial Completion if the delay was caused by such existing utilities in direct conflict with the work and not shown on the Drawings.
- D. Contractor will be compensated under the provisions of Article 7 for extra work involving existing utilities not shown on the Drawings or included in the Specifications but in direct physical conflict with Contractor's operations.
 - 1. This extra work shall include the following costs:
 - a. Locating, supporting, working around, and protecting or repairing damage not due to the failure of Contractor to exercise reasonable care.
 - b. Removing and relocating, as directed by MCERA, existing main or trunk line utility facilities located on site but not indicated on the Drawings and Specifications with reasonable accuracy.
 - c. Equipment on the project necessarily idled during such work.
- E. Contractor shall not be entitled to any adjustment in the Contract Sum or Time if the existence of such condition:
 - 1. Could have been reasonably discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Contract Documents to be conducted by or for Contractor prior to commencing such work, or
 - 2. Could have been inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the work site.

PART 2 - PRODUCTS
NOT USED
END OF SECTION

HIDDEN CONDITIONS REPORT (HCR)

MCERA Access Improvements

HCR No.

Submitted

By: _____ Date: _____

	Ctr to PM	PM to Arch	Arch to PM	PM to Ctr
Date Sent:	_____	-	_____	
Date Received:	_____	-	_____	

Type of Conditions Reported:

- | | | | |
|------------------------------------|--|--|--------------------------------|
| <input type="checkbox"/> Site Work | <input type="checkbox"/> Structural | <input type="checkbox"/> Architectural | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Plumbing | <input type="checkbox"/> Fire Protection | <input type="checkbox"/> Electrical | <input type="checkbox"/> Other |

Location and Reference to Drawing: _____ Conditions Reported: _____

Investigated By: _____ Firm: _____ Date: _____

Check this box if the hidden condition reported is not hidden. Reply with location(s) where the information can be obtained.

Reply of Findings: _____

By: _____ Firm: _____ Date: _____

The reply is a finding from the investigation. No change in the Contract Sum or Time is authorized. See Specifications Document 00811 for the timeliness of investigation.

SECTION 851 DRAWING INDEX

ARCHITECTUAL

- A001 COVER
- A101 HANDRAIL DETAILS
- A201 FLOOR PLAN DEMO
- A202 NEW FLOOR PLAN
- A301 ENLARGED PLANS
- A401 INTERIOR ELEVATIONS
- A501 REFLECTING CEILING PLAN
- A701 DETAILS
- A702 DETAILS

CIVIL

- C1.0 SITE DEMOLITION PLAN
- C2.0 SITE IMPROVEMENT PLAN
- C2.1 SITE IMPROVEMENT PLAN
- C3.0 CONSTRUCTION DETAILS

PLUMBING

- P0.1 PLUMBING SCHEDULES AND NOTES
- P2.1 PLUMBING FLOOR PLAN
- P7.1 PLUMBING SPECIFICATIONS

ELECTRICAL

- E101 ELECTRICAL PLAN

ACCESSIBILITY

- AC-1.0 ACCESSIBILITY NOTES VICINITY MAP
- AC-1.1 REFERENCE DETAILS AND CODE NOTES
- AC-2.0 SITE EXTERIOR BARRIER IDENTIFICATION KEY PLAN
- AC-3.0 SITE DETAILS NOTES
- AC-3.1 SITE DETAILS NOTES
- AC-3.2 SITE DETAILS
- AC-3.3 DOOR NOTES DETAILS
- AC-3.4 MOUNTING HEIGHTS TOILET ROOM MISC DETAILS
- AC-3.5 DETAILS
- AC-3.6 DOOR SIGN DETAILS
- AC-3.7 ACCESSIBLE TOILET ROOM CODE NOTES

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Contractor's use of site and premises.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 017300 "Execution" for coordination of Owner-installed products.

1.2 DEFINITIONS

- A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.3 PROJECT INFORMATION

A. Project Identification: ADA Modifications.

1. Project Location: 625 Kings Court, Ukiah, CA 95482.

B. Owner: Mendocino County Employees Retirement Association.

1. Owner's Representative: Doris Rentschler (707) 463-4328.

C. Architect: Brokaw Design.

1. Architect's Representative: Charles Beavers, AIA (415) 860-5043.

D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:

1. Civil Engineer: EBA Engineering.

- a. Project Civil Engineer Representative: Damon Morelli (707) 544-0784.
2. Mechanical Engineer: TEP Engineering
 - a. Project Mechanical Engineer: Representative: Tim Souza (707) 538-0400.
3. Accessibility Consultant: Craig Williams, CASp, (707) 824-1493.
4. Electrical Engineer: Brokaw Design.
 - a. Project Electrical Engineer: Representative

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
 1. Interior and exterior accessibility modifications and other Work indicated in the Contract Documents.
- B. Type of Contract:
 1. Project will be constructed under a single prime contract.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Contractor shall have full use of Project tenant space for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project. Adjacent tenant space shall remain occupied during construction.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 6:30 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

1. Weekend Hours: Coordinate with Owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products , alcoholic beverages, and other controlled substances on Owner's property is not permitted.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

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2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings, and, published as part of the U.S. National CAD Standard.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. RFIs.
 - 3. Project meetings.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 2. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.2 DEFINITIONS

- A. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1.4 GENERAL COORDINATION PROCEDURES

- A. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of

attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and scheduled activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Project closeout activities.

1.5 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Owner name.
 3. Name of Architect.
 4. Date.
 5. Name of Contractor.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of

affected materials, assemblies, and attachments on attached sketches.

- C. RFI Forms: AIA Document G716.
 - 1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number, including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
 - 8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of seven days prior to meeting.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 - 1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Preparation of Record Documents.
 - o. Use of the premises and existing building.
 - p. Work restrictions.
 - q. Working hours.
 - r. Owner's occupancy requirements.
 - s. Responsibility for temporary facilities and controls.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - 3. Minutes: Entity responsible for conducting meeting will record and distribute

meeting minutes.

- C. Progress Meetings: Conduct progress meetings at biweekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Status of sustainable design documentation.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site use.
 - 9) Temporary facilities and controls.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of correction of deficient items.
 - 13) Field observations.
 - 14) Status of RFIs.
 - 15) Status of Proposal Requests.
 - 16) Pending changes.
 - 17) Status of Change Orders.
 - 18) Pending claims and disputes.
 - 19) Documentation of information for payment requests.
 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

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- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Startup construction schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Construction schedule updating reports.
 - 4. Daily construction reports.
 - 5. Site condition reports.
 - 6. Unusual event reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of labor and equipment necessary for completing an activity as scheduled.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 1. Working electronic copy of schedule file.
 2. PDF file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Site Condition Reports: Submit at time of discovery of differing conditions.
- E. Unusual Event Reports: Submit at time of unusual event.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that is capable of managing construction schedules.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 1. Contract completion date to not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 4. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is

affected.

1. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Use-of-premises restrictions.
2. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Permanent space enclosure.
 - b. Completion of mechanical installation.
 - c. Completion of electrical installation.
 - d. Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and the Contract Time.
- G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Final Completion percentage for each activity.
- H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

- I. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.5 STARTUP CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within seven days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 14 days of date established for the Notice to Proceed.
 - 1. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.7 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Testing and inspection.

8. Accidents.
 9. Meetings and significant decisions.
 10. Unusual events.
 11. Stoppages, delays, shortages, and losses.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Construction Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial completions and occupancies.
 19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- C. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
1. Submit unusual event reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.
10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.4 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same

- manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 - D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
 - E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

1.5 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Paper Sheet Size: 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 30 by 42 inches.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
 4. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.
- G. Test and Research Reports:
1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance

requirements in the Contract Documents.

5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.6 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.7 ARCHITECT'S AND CONSTRUCTION MANAGER'S REVIEW

- A. Action Submittals: Architect and Construction Manager will review each submittal, indicate corrections or revisions required, and return.
 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be

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returned for resubmittal without review.

- E. Architect will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the 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.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. 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, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized

testing laboratory (NRTL) in accordance with 29 CFR 1910.7, by a testing agency accredited in accordance with NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- H. 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.
- I. 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. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.

4. Identification of applicable standards.
 5. Identification of test and inspection methods.
 6. Number of tests and inspections required.
 7. Time schedule or time span for tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports and documents as specified.
- D. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.5 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.
- B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- C. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
 2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.
- D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- E. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, telephone number, and email address of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement of whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement of whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.

1.7 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. 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. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products 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.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, 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.
- E. 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 the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
 - 1. Requirements of authorities having jurisdiction supersede requirements for specialists.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction

testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor's Responsibilities:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.
 - e. When testing is complete, remove test specimens and test assemblies; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-

assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.
 1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
 2. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures, and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections, and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and, authorities' having jurisdiction reference during normal working hours.

1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, 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 or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities to be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 1. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 2. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated on Drawings.
 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- E. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- G. Waste Disposal Facilities:
 1. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300

"Execution."

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Temporary Erosion and Sedimentation Control:
 - 1. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, in accordance with erosion- and sedimentation-control Drawings.
 - a. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
 - b. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - c. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 - d. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- F. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.
- G. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner, and, tenants from fumes and noise.
 - 1. Construct dustproof partitions with two layers of **6-mil** polyethylene sheet on each

side. Cover floor with two layers of **6-mil** polyethylene sheet, extending sheets **18 inches** up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.

- a. Construct vestibule and airlock at each entrance through temporary partition with not less than **48 inches** between doors. Maintain water-dampened foot mats in vestibule.
 2. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
 3. Protect air-handling equipment.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign, stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore 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.

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1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of This Section Includes: Administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for Contractor requirements related to Owner-furnished products.
 - 2. Section 017700 "Closeout Procedures" for submitting warranties.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products unless otherwise indicated.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
 - 1. Evaluating Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published

attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
 - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 - 2. Data indicating compliance with the requirements specified in "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."

1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is inconspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.

1.4 COORDINATION

- A. Modify or adjust affected work as necessary to integrate work of approved comparable

products and approved substitutions.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. 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.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.
- C. Storage:
 - 1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
 - 2. Store products to allow for inspection and measurement of quantity or counting of units.
 - 3. Store materials in a manner that will not endanger Project structure.
 - 4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
 - 5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.
 - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections are to be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of Owner or endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by Architect, whose determination is final.
- B. Product Selection Procedures:
1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

- a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes,

profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for a comparable product. Architect will notify Contractor through Construction Manager of approval or rejection of proposed comparable product within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 1. Architect's Approval of Submittal: Marked with approval notation from Architect's action stamp. See Section 013300 "Submittal Procedures."
 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

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- C. Submittal Requirements, Two-Step Process: Approval by Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.
- D. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering.
 - 3. Installation.
 - 4. Cutting and patching.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting surveys.
 - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
 - 3. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Plumbing piping systems.
 - f. Mechanical systems piping and ducts.
 - g. Control systems.
 - h. Communication systems.
 - i. Fire-detection and -alarm systems.
 - j. Conveying systems.
 - k. Electrical wiring systems.
 - l. Operating systems of special construction.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For

exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Engage a land surveyor experienced in laying out the Work, using the following accepted surveying practices:
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect and Construction Manager when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

3.5 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb, and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless otherwise indicated on Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and

directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.6 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as

invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above **80 deg F**.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, in accordance with regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.

- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces in accordance with written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final Completion procedures.
 - 3. List of incomplete items.
 - 4. Submittal of Project warranties.
 - 5. Final cleaning.

1.2 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of five days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit testing, adjusting, and balancing records.
 5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of five days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
 6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 8. Complete final cleaning requirements.
 9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of five days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.6 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
 - 1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
 - 2. Submit Final Completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first, listed by room or space number.
 - 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 - 4. Submit list of incomplete items in the following format:
 - a. PDF Electronic File: Architect will return annotated file.

1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit by email to Architect.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited-access spaces, including roofs,

- plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- g. Clean flooring, removing debris, dirt, and staining; clean in accordance with manufacturer's instructions.
 - h. Vacuum and mop concrete.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean in accordance with manufacturer's instructions if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - m. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
 - n. Clean strainers.
 - o. Leave Project clean and ready for occupancy.

3.2 CORRECTION OF THE WORK

- A. Complete repair and restoration operations required by "Correction of the Work" Article in Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of this Section Includes:
 - 1. Demolition and removal of selected portions of exterior or interior of building or structure and site elements.
 - 2. Removal and salvage of existing items for delivery to Owner and removal of existing items for reinstallation.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner as indicated.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage; prepare for reuse; and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

4. Review areas where existing construction is to remain and requires protection.
5. Review and finalize protection requirements.
6. Review procedures for noise control, and dust control.
7. Review storage, protection, and accounting for items to be removed for salvage or reinstallation.

1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials:
 1. It is not expected that hazardous materials will be encountered in the Work.
 - a. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. On-site sale of removed items or materials is not permitted.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

3.2 PREPARATION

- A. Temporary Shoring: Design, 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.
 - 1. Strengthen or add new supports when required during progress of selective demolition.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.3 UTILITY SERVICES AND BUILDING SYSTEMS

- A. Existing Services/Systems to Remain: Maintain utilities and building systems and equipment to remain and protect against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utilities and building systems serving areas to be selectively demolished.
 - 1. If disconnection of utilities and building systems will affect adjacent occupied parts of the building, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to those parts of the building.
 - 2. Demolish and remove existing building systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Equipment to Be Removed: Disconnect and cap services and remove equipment and components.
 - 3. Abandon existing building systems, equipment, and components indicated on Drawings to be abandoned in place.
 - a. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - 4. Remove and reinstall/salvage existing building systems, equipment, and components indicated on drawings to be removed and reinstalled or removed and salvaged:
 - a. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment and components; when appropriate,

- reinstall, reconnect, and make equipment operational.
- b. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and components and deliver to Owner.

3.4 SALVAGE/REINSTALL

A. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until delivery to Owner.
4. Protect items from damage during transport and storage.

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. 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.

3.5 SELECTIVE DEMOLITION, GENERAL

A. General: 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:

1. 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. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. 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 portable fire-suppression devices during flame-cutting operations.
4. Maintain adequate ventilation when using cutting torches.
5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 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.
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

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

END OF SECTION 024119

SECTION 064116 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plastic-laminate-clad architectural cabinets.
2. Miscellaneous materials.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Plastic-laminate-clad architectural cabinets.

B. Shop Drawings:

1. Include plans, elevations, sections, and attachment details.
2. Show large-scale details.
3. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
4. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.

C. Samples for Verification: For the following:

1. Plastic Laminates: 8 by 10 inches, for each type, color, pattern, and surface finish required.
 - a. Provide one sample applied to core material with specified edge material applied to one edge.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.
 - 1. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with requirements of Contract Documents in addition to those of the referenced quality standard.
- B. Architectural Woodwork Standards Grade: Custom.
- C. High-Pressure Decorative Laminate: ISO 4586-3, grades as indicated or if not indicated, as required by quality standard.
- D. Exposed Surfaces:
 - 1. Plastic-Laminate Grade: HGS.
 - 2. Edges: Grade HGS.
- E. Semiexposed Surfaces:
 - 1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, ISO 4586-3.
 - a. Edges of Plastic-Laminate Shelves: PVC edge banding, 3.0 mm thick, matching laminate in color, pattern, and finish.
 - b. Edges of Thermally Fused Laminate Panel Shelves: PVC or polyester edge banding.
 - c. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, ISO 4586-3, grade to match exposed surface.
- F. Dust Panels: **1/4-inch** plywood or tempered hardboard above compartments and drawers unless located directly under tops.
- G. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, ISO 4583-3, grade to match exposed surface.
- H. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. As selected by Architect from laminate manufacturer's full range in the following categories:
 - a. Solid colors, matte finish.

2.2 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 - 1. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 - 1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
 - 2. Particleboard (Medium Density): ANSI A208.1, Grade M-2.
 - 3. Softwood Plywood: DOC PS 1, medium-density overlay.

2.3 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

2.4 FABRICATION

- A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.
- B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - 1. Notify Architect seven days in advance of the dates and times architectural cabinet fabrication will be complete.
 - 2. Trial fit assemblies at manufacturer's shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.
- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

3.2 INSTALLATION

- A. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to extent that it was not completed in the shop.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.
- D. Install cabinets level, plumb, and true in line to a tolerance of **1/8 inch in 96 inches** using concealed shims.
 - 1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean cabinets on exposed and semiexposed surfaces.

END OF SECTION 064116

SECTION 087113 - POWER DOOR OPERATORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Power door controllers for swinging doors.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for power door operators.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

PART 2 - PRODUCTS

2.1 CONTROLS

A. General: Provide controls, including activation and safety devices, in accordance with BHMA standards; for condition of exposure; and for long-term, maintenance-free operation under normal traffic load for occupancy type indicated. Coordinate activation and safety devices with door operation and door operator mechanisms.

B. Push-Plate Switch: Momentary-contact door control switch with flat push-plate actuator with contrasting-colored, engraved message.

1. Configuration:

- a. Rectangular Push Plate: Vertical for high-low operation.

- 1) Mounting: Surface mounted on wall.

2. Push-Plate Material: Stainless steel as selected by Architect from manufacturer's full range.

2.2 GENERAL FINISH REQUIREMENTS

A. Protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary, protective covering before shipping.

- B. Apply organic and anodic finishes to formed metal after fabrication unless otherwise indicated.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances, door and frame preparation and reinforcements, and other conditions affecting performance of power door operators.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Install power door operators in accordance with manufacturer's written instructions and cited BHMA standard for type of door operation and direction of pedestrian travel, including signage, controls, wiring, remote power units if any, and connection to building's power supply.
 - 1. Do not install damaged components. Fit joints to produce hairline joints free of burrs and distortion.
 - 2. Install operators true in alignment with established lines and door geometry without warp or rack. Anchor securely in place.

3.3 ADJUSTING

- A. Adjust power door operators to function smoothly, and lubricate as recommended by manufacturer; comply with requirements of applicable BHMA standards.
 - 1. Adjust operators on exterior doors for tight closure.
- B. After completing installation of power door operators, inspect exposed finishes on doors and operators. Repair damaged finish to match original finish.
- C. Readjust power door operators and controls after repeated operation of completed installation equivalent to three days' use by normal traffic (100 to 300 cycles).

END OF SECTION 087113

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:

1. Gypsum board, Type X.

1.3 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.4 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain each type of gypsum panel and joint finishing material from single source with resources to provide products of consistent quality in appearance and physical properties.

2.2 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Board, Type X: ASTM C1396/C1396M.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. American Gypsum
 - b. CertainTeed; SAINT-GOBAIN
 - c. Georgia-Pacific Gypsum LLC
 - d. Gold Bond Building Products, LLC provided by National Gypsum Company
 - e. PABCO Gypsum
 - f. Panel Rey
 - g. USG Corporation
 - 2. Thickness: 5/8 inch.
 - 3. Long Edges: Tapered.

2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
 - 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.

2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is

compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
3. Fill Coat: For second coat, use drying-type, all-purpose compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.

2.6 AUXILIARY MATERIALS

- A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
 1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

- A. Comply with ASTM C840.
- B. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

- D. Form control and expansion joints with space between edges of adjoining gypsum panels.
- E. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- F. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Type X: All locations.
- B. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
 - 2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
 - 3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 FINISHING OF GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and in accordance with ASTM C840:
 - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - 2. Level 2: Panels that are substrate for tile.
 - 3. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

- a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.5 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Steel and iron.
 - 2. Galvanized metal.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Apply coats on Samples in steps to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.4 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
 - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
- C. Colors: As selected by Architect from manufacturer's full range.

2.2 JOINT SEALANTS

- A. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.
 - 1. Joint Locations:
 - a. Control joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints between interior wall surfaces and frames of interior doors windows.
 - c. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Acrylic latex.
 - 3. Joint-Sealant Color: To match adjacent surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

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- D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

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4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
 - C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
 - D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

A. Steel Substrates:

1. Latex System, Alkyd Primer MPI INT 5.1Q:
 - a. Prime Coat: Primer, alkyd, anti-corrosive, for metal, MPI #79.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semi-gloss (MPI Gloss Level 5), MPI #54.

B. Galvanized-Metal Substrates:

1. Latex System MPI INT 5.3A:
 - a. Prime Coat: Primer, galvanized, water based, MPI #134.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semi-gloss (MPI Gloss Level 5), MPI #54.

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C. Gypsum Board Substrates:

1. High-Performance Architectural Latex System MPI INT 9.2B:
 - a. Prime Coat: Primer sealer, latex, interior, MPI #50.
 - b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
 - c. Topcoat: Latex, high performance architectural (MPI Gloss Level 2), MPI #138.

END OF SECTION 099123

SECTION 101400 - SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Room control signage.
 - 2. Tactile exit signage.
 - 3. Entrance signage.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and mounting details.
- C. Samples: For each exposed product and for each color and texture specified, in size.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acrylic Sign Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Architectural Sign Identity.
 - 2. ASI - Modulex.
 - 3. Best Manufacturing.
 - 4. Bravo Sign and Design.
 - 5. CA Signs.
 - 6. Mohawk Sign Systems.
 - 7. Neiman and Company.
 - 8. Signs and Lucite Products, Inc.
 - 9. Signtec.
 - 10. Southwell Complany.
 - 11. Vomar Products, Inc.

2.2 MANUFACTURED UNITS

- A. Room Control Signage: Match existing signage. Otherwise use Mohawk Sign Systems, Series 200A, Format D San Carved Process, with 1/32 inch raised border and letters with integral California round top contracted Grade 2 braille dots 1/10 inch on center with 2/10 inch between cells and raised a minimum of 1/40 inch. Material shall be 1/8 inch thick x6 inch high MP plastic plate of length required with 1 inch high Helvetica medium lettering; mechanical mounting with copy centered on plate. Provide one sign for each door on the drawings. Signage to be in compliance with the requirements of Article 703 of the ADA Standards for Accessible Design and CBC, California Building Code (CCR), Title 24, Part 2 Section 11B-703.
- B. Tactile Exit Signage: Match existing signage. Otherwise use Mohawk Sign Systems, Series 200A, Format D San Carved Process, with 1/32 inch raised border and letters with integral California round top contracted Grade 2 braille dots 1/10 inch on center with 2/10 inch between cells and raised a minimum of 1/40 inch. Material shall be 1/8-inch-thick MP plastic plate of length required with 1 inch high Helvetica medium lettering; mechanical mounting with copy centered on plate. Provide signs at locations shown on the drawings. Signage to be in compliance with the requirements of Article 703 of the ADA Standards for Accessible Design and CBC, California Building Code (CCR), Title 24, Part 2 Section 11B-703.
- C. Entrance Signage:
 - 1. Building Entrance: Equivalent to 5-inch square, reflective decal accessible sign in accordance with CBC, California Building Code (CCR), Title 24, Part 2, Section 11B-216.6 and 11B-703.7.2.1.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install true, plumb, level and adequately secured to substrate.
- C. Clean and polish.

END OF SECTION

SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Public-use washroom accessories.

1.2 COORDINATION

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.
- B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.3 ACTION SUBMITTALS

- A. Product Data:
 - 1. Public-use washroom accessories.
- B. Product Data Submittals: For each product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.

1.4 WARRANTY

- A. Manufacturer's Special Warranty for Mirrors: Manufacturer agrees to repair or replace mirrors that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, visible silver spoilage defects.
 - 2. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PUBLIC-USE WASHROOM ACCESSORIES

- A. Source Limitations: Obtain each type of public-use washroom accessory from single source from single manufacturer.
- B. Toilet Tissue (Roll) Dispenser: Bobrick B4288.
 - 1. Description: Double-roll dispenser.
 - 2. Mounting: Surface mounted.
 - 3. Operation: Noncontrol delivery with theft-resistant spindle.
 - 4. Capacity: Designed for 4-1/2- or 5-inch- diameter tissue rolls.
 - 5. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
- C. Paper Towel (Folded) Dispenser: Bobrick B-2620.
 - 1. Mounting: Surface mounted.
 - 2. Minimum Capacity: 400 C-fold or 525 multifold towels.
 - 3. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
 - 4. Lockset: Tumbler type.
 - 5. Refill Indicator: Pierced slots at sides or front.
- D. Soap Dispenser: Bobrick B-2111.
 - 1. Description: Designed for manual operation and dispensing soap in liquid or lotion form.
 - 2. Mounting: Vertically oriented, surface mounted.
 - 3. Capacity: 40 fl oz.
 - 4. Materials: Stainless steel.
 - 5. Lockset: Tumbler type.
 - 6. Refill Indicator: Window type.
- E. Sanitary-Napkin Disposal Unit: Bobrick B-270.
 - 1. Mounting: Surface mounted.
 - 2. Door or Cover: Self-closing, disposal-opening cover and hinged face panel with tumbler lockset.
 - 3. Receptacle: Removable.
 - 4. Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
- F. Seat-Cover Dispenser: Bobrick B-221.
 - 1. Mounting: Surface mounted.
 - 2. Minimum Capacity: 250 seat covers.
 - 3. Exposed Material and Finish: Stainless steel, ASTM A480/A480M No. 4 finish (satin).
 - 4. Lockset: Tumbler type.
- G. Mirror Unit: Bobrick Bobrick B-165.

1. Frame: Stainless steel channel.
 - a. Corners: Mitered and mechanically interlocked.
2. Size: As indicated on Drawings.
3. Hangers: Manufacturer's standard rigid, tamper and theft resistant.

2.2 MATERIALS

- A. Stainless Steel: ASTM A240/A240M or ASTM A666, Type 304, **0.031-inch-** minimum nominal thickness unless otherwise indicated.
- B. Steel Sheet: ASTM A1008/A1008M, Designation CS (cold rolled, commercial steel), **0.036-inch-** minimum nominal thickness.
- C. Galvanized-Steel Sheet: ASTM A653/A653M, with **G60** hot-dip zinc coating.
- D. Galvanized-Steel Mounting Devices: ASTM A153/A153M, hot-dip galvanized after fabrication.
- E. Fasteners: Screws, bolts, and other devices of same material as accessory unit, unless otherwise recommended by manufacturer or specified in this Section, and tamper and theft resistant where exposed, and of stainless or galvanized steel where concealed.
- F. Mirrors: ASTM C1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

2.3 FABRICATION

- A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
- B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install accessories in accordance with manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
 1. Remove temporary labels and protective coatings.

3.2 ADJUSTING AND CLEANING

- A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
- B. Clean and polish exposed surfaces in accordance with manufacturer's written instructions.

END OF SECTION 102800