

# **FORMAL CONTRACT DOCUMENTS AND SPECIFICATIONS**

## **C.I.P. NO. 2016-12 Veterans Park Building Shooting Range Lead Abatement/Demolition**



## **CITY OF COMMERCE**

2535 COMMERCE WAY  
COMMERCE, CA. 90040  
TEL: (323) 722-4805

**Prepared Under the Supervision of:**

Maryam Babaki, P.E.  
Director of Public Works and Development Services

**Prepared and Issued by:**

Public Works and Development Services Department

**Date Issued:**

October 5, 2016

**BIDS DUE: November 9<sup>th</sup> by 12:00 pm**

**Mandatory Pre-Bid Meeting: October 20<sup>th</sup> at 10:00 am**

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**CITY OF COMMERCE**  
**NOTICE INVITING SEALED BIDS**  
**VETERANS PARK SHOOTING RANGE LEAD ABATEMENT/DEMOLITION**

**NOTICE IS HEREBY GIVEN** that sealed bids will be received by the City of Commerce ("City"), on behalf of the Public Works and Development Services Department, for the above stated project.

1. **DATE OF THIS REQUEST:** **October 5, 2016**
2. **DUE DATE:** Sealed bids shall be submitted on or before **12:00 PM, November 9, 2016.**  
**Late proposals will not be considered.**
3. **DESCRIPTION OF WORK:** The work to be performed and executed under these specifications consists of furnishing all labor, services, materials, tools, equipment, supplies, transportation, utilities, incidentals and all other items and facilities necessary for the acceptable completion of all work necessary to complete the project as represented on the drawings and specifications.
4. **LOCATION:** 6364 Zindell Avenue, Commerce, CA 90040
5. **BID DOCUMENTS:**  
Contract Documents, Specifications and Drawings are available on CD-ROM for free if picked up at the City of Commerce, Community Development desk located at 2535 Commerce Way, Commerce, California.

Bidders may also request a CD-ROM by mail for a non-refundable charge of \$5.75 to cover shipping and handling cost. Please send check or money order in the amount of \$5.75, made payable to City of Commerce. Send request to:

City of Commerce - Public Works and Development Services Dept.  
Gina Nila - CD-ROM request CIP#2016-012  
2535 Commerce Way  
Commerce, CA. 90040  
(323)722-4805 ext. 2817

Bidders may order printed copies of Contract Documents, Specifications and Drawings from Sir Speedy Printing Services, 6912 Telegraph Road, Commerce, CA. 90040. Contact Joshua Park at Sir Speedy (323) 726-2484 for printing, shipping and handling costs. Payments will be made directly to Sir Speedy and must be received before sets can be sent to bidder. Bidder shall indicate Project Name and Cash Contract Number on check or money order. Order shall include physical address to which sets will be delivered (P.O. Box number is not acceptable), contact person at delivery address and phone number. Phone orders requests will be accepted.

6. **BID DELIVERY:** Bids must be prepared on the approved bid forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside: **“Veterans Park Shooting Range Lead Abatement / Demolition – Do Not Open With Regular Mail.”** Bids may be mailed or delivered by messenger to: City of Commerce, Attn: City Clerk, 2535 Commerce Way, City of Commerce, California 90040.

**Bids will be publicly opened and read aloud.**

7. **PRE-BID MEETING:** All bidders must attend a **MANDATORY** pre-bid meeting which will be held at the **City of Commerce, Veteran's Park Multi-Purpose Room, located at 6364 Zindell Avenue, Commerce, CA. 90040** on **October 20, 2016 at 10:00 A.M.** Please RSVP in writing via e-mail to Paul Banuelos, Project Manager (Consultant) at [pbanuelos@swinerton.com](mailto:pbanuelos@swinerton.com) with a copy to Gina Nila, Deputy Director of Public Works Operations at [ginan@ci.commerce.ca.us](mailto:ginan@ci.commerce.ca.us). Please include company name, contact information and phone number.
8. **BID BOND:** Bids must be accompanied by a bid bond, made payable to the City of Commerce for an amount no less than ten percent (10%) of the bid amount.
9. **BID INQUIRIES:** All questions regarding this bid shall be directed via email, no later than **October 26, 2016 at 10:00 am**, to Paul Banuelos, Project Manager (Consultant) at [pbanuelos@swinerton.com](mailto:pbanuelos@swinerton.com) with a copy to Gina Nila, Deputy Director of Public Works Operations at [ginan@ci.commerce.ca.us](mailto:ginan@ci.commerce.ca.us). **It is the responsibility of the bidder to confirm transmission of correspondence.**
10. **CONTRACTOR'S LICENSE:** Bidder may only bid on work for which Bidder is properly licensed by the Contractors' State License Board. The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a Class B license or a combination of appropriate Class licenses at the time this contract is awarded. The successful Contractor and his subcontractors will be required to possess business licenses from the City of Commerce. No contract will be awarded to a bidder who is not licensed in accordance with the law under the provisions of Division III, Chapter 9, of the California Business and Profession Code at the time of the award.
11. **REQUIREMENTS:** All bidders are required to comply with all applicable California competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veteran's. Compliance with California prevailing wage rates and apprenticeships employment standards established by the State Director of Industrial Relations is required.

***The City reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of thirty (30) days.***

BY ORDER OF the City Council of the City of Commerce, California on **October 4, 2016.**

\_\_\_\_\_  
Gina Nila, Operations, Deputy Director PW&DSD

\_\_\_\_\_  
DATE

**SECTION 00200**  
**INSTRUCTIONS TO BIDDER'S**

**1. GENERAL**

Bidder shall examine these instructions carefully and be responsive to conditions with which must be complied with prior to bid. Bidders shall be aware of the requirements of codes referenced in the Bidding Requirements and in the Contract Documents.

**2. BID DOCUMENTS**

Contract Documents, Specifications, and Drawings are available on CD-ROM for free if picked up at the City of Commerce, Public Works and Development Services desk located at 2535 Commerce Way, Commerce, California.

Bidders may also request a CD-ROM by mail for a non-refundable charge of \$5.75 to cover shipping and handling cost. Please send check or money order in the amount of \$5.75, made payable to City of Commerce. Send request to:

City of Commerce  
Public Works and Development Services Department  
ATTN: Gina Nila - CD-ROM request  
2535 Commerce Way  
Commerce, CA. 90040

**3. MANDATORY PRE-BID MEETING**

It is the intent of this Contract that it be performed only by a Contractor having the special expertise and organizational capabilities necessary to accomplish the scope of work. All bidders must attend a **MANDATORY** pre-bid meeting which will be held at the **City of Commerce, Veteran's Park Multi-Purpose Room**, located at 6364 Zindell Avenue, Commerce, CA. 90040 on **October 20, 2016 at 10:00 am**. Please RSVP in writing via e-mail to Paul Banuelos, Project Manager (Consultant) at [pbanuelos@swinerton.com](mailto:pbanuelos@swinerton.com) with a copy to Gina Nila, Deputy Director of Operations at [ginan@ci.commerce.ca.us](mailto:ginan@ci.commerce.ca.us). Please include company name, contact information and phone number.

**4. PROPOSAL FORMS**

Bids shall be submitted in writing on forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any proposal not meeting these requirements.

**5. DELIVERY OF PROPOSAL**

Bids must be prepared on the approved bid forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside: **"Veterans Park Shooting Range Lead Abatement / Demolition – Do Not Open with Regular Mail"**. Bids may be mailed or delivered by messenger to: City of Commerce, Attn: Purchasing Division of Finance, 2535 Commerce Way, City of Commerce, California 90040. Sealed bids for the project shall be submitted on or before: **November 9, 2016 at 12:00 pm, AT WHICH TIME THEY WILL BE PUBLICLY OPENED. Late proposals will not be considered.**

**6. BID BOND**

Proposals must be accompanied by a proposal guarantee consisting of a bid bond payable to the City in the amount not less than ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the City. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

**7. EXAMINATION OF SITE**

Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the Bidder shall be held responsible to have personally examined the site, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the specifications, site conditions and/or contract provisions.

**8. PRE-BID INQUIRIES**

All questions regarding this bid shall be directed via email, no later than **October 26, 2016 at 10:00 am**, to Paul Banuelos, Project Manager (Consultant) at [pbanuelos@swinerton.com](mailto:pbanuelos@swinerton.com) with a copy to Gina Nila, Deputy Director of Operations Services at [ginan@ci.commerce.ca.us](mailto:ginan@ci.commerce.ca.us). **It is the responsibility of the bidder to confirm transmission of correspondence.**

**9. HAZARDOUS MATERIALS ABATEMENT – CERTIFICATION/REGISTRATION**

If Contractor performs abatement work, Contractor must be certified for abatement work by the Contractors' State License Board and be registered by the Department of Industrial Relations, CAL-OSHA, pursuant to Title 8, California Code of Regulations, Section 341.6. If Contractor subcontracts the abatement work, Contractor need not be certified or registered for asbestos abatement, but the subcontractor must be listed in the Bid Form and must be certified by the Contractors State License Board and registered by the Department of Industrial Relations, CAL-OSHA, pursuant to Title 8, California Code of Regulations, Section 341.6.

**10. AFFIRMATIVE ACTION**

The City hereby notifies all qualified bidders that it will affirmatively ensure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor's shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.



## **11. CARTWRIGHT ACT REQUIREMENTS**

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

## **12. CONSTRUCTION SCHEDULE**

In accordance with the provisions of Section 6-1.1 of the Standard Specifications for Public Works Construction ("Greenbook"), latest edition, and/or as may be provided for within the herein Special Provisions, after notification of award and prior to start of any work, the Contractor's shall submit to the Engineer for approval its proposed Construction Schedule. The selected Contractor shall complete the project within **30** work days of City's issuance of a Notice to Proceed.

## **13. WORKING HOURS**

Working hours for this project will be:

**Day Work:**        5:00 am - 2:00 pm, Monday - Friday

No work will be allowed on legal holidays and weekends without prior approval by Director of Public Works and Development Services or the designee assigned.

## **14. WITHDRAWAL OF PROPOSALS**

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after the bid opening hour stipulated in the Notice Inviting Bids without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

## **15. IRREGULAR PROPOSALS**

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

## **16. DISQUALIFICATION OF BIDDERS**

In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

## **17. DISCREPANCIES AND MISUNDERSTANDINGS**

Before submitting a Proposal, Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed, and fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal, the cost of all items necessary in the completion of the project. The Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such the Bidder might have fully informed them prior to the bidding. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job.

Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the City. Should a Bidder find any ambiguity, inconsistency or error in the plans and project manual, or be in doubt as to their meaning, the Bidder shall notify the City, in writing as specified in the Notice Inviting Bids Section. Issues requiring clarification will be addressed in a written addendum response, sent to each Bidder, person or firm recorded by the City as having attended the mandatory pre-bid meeting. Any addenda issued by the City during the time of bidding are to be included in the proposal from the Bidder, and shall become a part of the Bid documents. The Bidder shall acknowledge receipt of addenda on the proposal form in the space provided.

## **18. SOLE SOURCE PROVISIONS**

In accordance with Section 3400 of the California Public Contract Code, no materials or equipment is intended to be identified as "sole source". All material and equipment is specifically identified as is **or equal**. Bidders are encouraged to propose alternates for evaluation by the City as being equal to that specified in the contract documents.

## **19. PERMITS AND LICENSES**

The Contractor's shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor's shall pay for and obtain a City Business License. Permit Fees will be reimbursed per Contract Allowance Item.

## **20. CONTRACTOR'S LICENSE LAW**

Bidder may only bid on work for which Bidder is properly licensed by the Contractors' State License Board. No contract will be awarded to a bidder who is not licensed in accordance with the law under the provisions of Division III, Chapter 9, of the California Business and Profession Code at the time of the award.

Bidders shall comply with and require all subcontractors to comply with all Federal, State and City Contractor's License Laws and be duly registered and licensed there under as required. Joint venture Bidders must possess a joint venture license. Each party to a joint venture shall be properly licensed for the Work of this Project.

## **21. EMPLOYMENT OF UNDOCUMENTED ALIENS**

Pursuant to Section 6101 of the Public Contract Code, the City may not award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

## **22. CONTRACT BONDS**

The successful Bidder is required to provide and pay for a performance and a payment bond. These bonds shall cover the faithful performance (100%) of the Contract for Construction and the payment of all obligations (100%) arising there under, in such form as the City may prescribe and with such sureties as they may approve. The successful Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

The City reserves the right to reject any proposed bonding company without stating cause. In this event the successful Bidder shall provide an alternate bonding company whose selection is acceptable to the City.

Bonds shall conform to state statutes regarding performance bond and labor and material payment bond with amount shown on each part equal to 100% of the total amount payable by terms of the Contract for Construction. The surety company shall be licensed to do business in the state in which the project is located and shall be acceptable to the City. Bond amount shall be increased to include any Change Order(s) added to the contract to 100% total value amount of each Change Order. Bonds will be recorded along with a copy of the construction contract in the County Recorder Records by the General Contractor's with written proof submitted to the City.

## **23. INSURANCE**

All bidders must be able to provide proof with bid submittal of a minimum of **\$2,000,000** general/public liability insurance and additional **\$5,000,000** umbrella / excess liability insurance. At time of contract, the City shall be named as "additional insured" on all policies required and contractor shall provide Additional Insured Endorsement as evidence of such. The liability insurance coverage values shall be:

- Public Liability and Property Damage Insurance in an amount of not less than TWO MILLION DOLLARS **(\$2,000,000)**;
- Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS **(\$5,000,000)**;
- Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS **(\$2,000,000)**;
- Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS **(\$2,000,000)**;
- or GENERAL AGGREGATE LIABILITY in an amount of not less than TWO MILLION DOLLARS **(\$2,000,000)**.

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS **(\$5,000,000)** shall be considered equivalent to the said required minimum limits set forth herein above.

The City of Commerce requires a separate Certificate of Endorsement that enforces the general liability statement: "Additional insured endorsement names the City of Commerce as additional insured." The certificate should indicate that their insurance is primary and noncontributory.

Proof of Worker's Compensation Insurance is required.

Automobile and lease vehicle insurance; owned, not owned and hired. Insurance to include bodily injury, sickness and death of any person and property damage owned and un-owned per occurrence.

#### **24. SOCIAL SECURITY ACT**

The successful Bidder agrees to comply with and to require all of his subcontractor's to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the "Social Security Act" and also the provisions of the act of the State Legislature approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments to such data, and the Contractor further agrees to indemnify and hold harmless the City of Commerce of and from any and all claims and demands made against it by virtue of the failure of the Contractor's or any subcontractor's to comply with the provisions of any or all of said acts and amendments.

#### **25. SALES AND USE TAX**

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The successful Bidder further agrees to indemnify and hold harmless the City of Commerce of and from any and all claims and demands made against virtue of the failure of the Contractor or any Subcontractor to comply with the provisions of any or all said laws and amendments. No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

#### **26. WAIVER OF LIENS**

The successful Bidder (General Contractor) is responsible for the payment of all bills for labor and materials furnished by the subcontractor, the suppliers, and the General Contractor on this project. The General Contractor shall deliver to the City unconditional Lien Waivers and/or Releases from himself and from each of his subcontractors and suppliers, and at such time he shall certify that he is submitting such lien waivers for all subcontractors and suppliers involved. If any liens are filed against the City property, the City may, at its option, demand General Contractor immediately provide a bond in accordance with state statutes.

#### **27. LEGAL RESPONSIBILITIES**

All proposals must be submitted, filed and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or

expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

**28. AWARD OF CONTRACT TO LOWEST RESPONSIBLE BIDDER MANDATORY**

The right is reserved to reject any and all bids and waive any irregularity in any bid received. Award of the Contract, if awarded, will be to the lowest responsible and responsive bidder whose Bid Form complies with all requirements prescribed. Such award, if made, will be made within 60 days after opening of bids.

If lowest responsible Bidder refuses or fails to execute the Contract, the Director of Community Development may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within 75 days after opening of bids.

If second lowest responsible Bidder refuses or fails to execute the Contract, the Director of Community Development may award the Contract to the third lowest responsible Bidder. Such award if made, will be made within 90 days after opening of bids.

The above time periods within which award of Contract may be made are subject to extension of such further period as may be agreed upon in writing between the Department of Community Development and the Bidder concerned.

When Project is segregated into more than one prime Contract, and a Bidder upon one of the prime Contracts fail or refuses to execute the Contract, then the time for award of such Contract will be extended as provided by this Article, and the time for award of each of the other segregated prime Contracts will be extended by an equivalent length of time, if required.

**29. CALIFORNIA PREVAILING WAGE**

Bidder agrees to comply with California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 to the performance of its work on this project. Specifically, the Bidder agrees to:

1. Pay all workers not less than the general prevailing rate of per diem wages for work of similar character in the locality in which the public work is performed.
2. Pay all workers not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter.
3. Adhere to the compliance measures outlined in LC 1775(b) for any second tier subcontractors that the contractor chooses to use on this project.
4. If requested, submit certified payroll records to the City on a weekly basis. Records shall be provided no later than 5 days following the last day of each workweek.
5. Comply with the applicable requirements and joint apprenticeship standards as required by LC 1777.5.

**30. EMPLOYMENT OF APPRENTICES**

Attention is directed to the provisions in Section 1777.5 of the California Labor Code concerning employment of apprentices by the Contractor's or any subcontractor's under him. The Contractor and any subcontractor under him shall comply with the

requirements of said section in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code section for all apprentice occupations, regardless of any other contractual or employment relationships alleged to exist.

### **31. SUBCONTRACTS**

Bidders' attention is directed to other provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code Section 4100, related to penalties for failure to comply with the Act by using unauthorized subcontractors or by making unauthorized substitutions. The Contractor is required to perform, with its own organization, Contract work amounting to at least twenty percent (20%) of the Contract Price. Failure to meet these requirements will result in disqualifying of the bid or termination of the contract. This provision supersedes any other provisions which specified a different subcontract requirement.

Proposed subcontractor's names, a general description of the work to be performed by each subcontractor's and the dollar amount for each subcontractor shall be submitted with the bid.

**END OF SECTION**

**BID PROPOSAL FORM**

**C.I.P. NO. 2016-012**

**PROJECT: VETERANS PARK SHOOTING RANGE LEAD ABATEMENT/DEMO**

***BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND  
ATTACHMENTS AS REQUIRED***

**SUBMITTED BY:** \_\_\_\_\_  
**(Bidder's Name)**

In accordance with the City of Commerce's Notice Inviting Sealed Bid Proposals, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of Commerce of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of Commerce's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City of Commerce and this bid and the acceptance hereof may, at the City of Commerce's option, be considered null and void.

**DELIVERED TO:** City of Commerce  
Attn: Purchasing Division of Finance  
2535 Commerce Way  
City of Commerce, California 90040

Bid shall be submitted in a sealed envelope and plainly marked on the outside "**VETERANS PARK SHOOTING RANGE LEAD ABATEMENT/DEMOLITION – Do Not Open with Regular Mail**".

**BID DUE DATE:** **November 9, 2016 by 12:00 pm.** *Late proposals will not be considered.*

## **BID SCHEDULE**

To the City of Commerce City Council, herein called the "Council": Pursuant to and in compliance with your Notice Inviting Bids and the other documents' relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, "Discrepancies and Misunderstandings," contained in the "INSTRUCTIONS TO BIDDERS" section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required for this contract in the City of Commerce, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedules:

### **DESCRIPTION OF WORK:**

- Approximately 10,925 square foot basement level footprint of the shooting range is to remove all range HVAC system components, range equipment, non-load bearing walls, wallcoverings, ceilings, flooring, base and mastic. All surfaces of the basement level including, stairs, elevator pit and shaft are to be abated of lead containing dust / paint chips.
- Approximately 126 square foot mechanical room footprint that encloses the shooting range exhaust fan. The exhaust fan and all ductwork are to be removed and cleaned / abated of lead dust / paint chips. All interior and exterior surfaces of this equipment room are to be cleaned/ abated.
- Approximately 1300 square feet of side yard at the West side of the building will require abatement of lead dust / paint chips from top of the pavement and mechanical room stairs and storm drains. Approximately 250 lineal feet of CMU block wall's interior face and top of wall will require abatement of lead dust.
- Approximately 8510 square feet of mezzanine corridor and two mechanical rooms require lead dust cleaning / abatement of all surfaces including ductwork, lockers, utility panels, stairs, access ladder, handrails and mechanical roof area.

### **BID:**

All applicable sales taxes, state and/or federal taxes and any other special taxes, patent rights or royalties are included in this proposal.

ITEM	DESCRIPTION	QUALITY	UNIT	UNITPRICE	TOTAL
1	Basement level shooting range abatement & demo	100%	L.S.		
2	Shooting range exhaust fan abatement & demo	100%	L.S.		



ITEM	DESCRIPTION	QUALITY	UNIT	UNITPRICE	TOTAL
3	Abatement of side yard & CMU property line wall	100%	L.S.		
4	Abatement of mezzanine mechanical rooms, corridor and mechanical roof area.	100%	L.S.		

Total Bid for Schedule: \$\_\_\_\_\_

Bid amount in words: \_\_\_\_\_

\_\_\_\_\_

### Bid Alternates for City to Consider

ALT-1 Deduct	Remove water damaged plaster only in rooms #309 & #310 in lieu of complete demo	\$	LS	
ALT-2 Deduct	Abate / clean plaster ceiling in room #309 in lieu of demo	\$	LS	
ALT-3 Add	Demo terrazzo flooring & wall covering in rooms #307 & #308	\$	LS	
ALT-4 Deduct	Remove & dispose all doors in lieu of cleaning in place. Doors #303 & #310 are not to be included	\$	LS	

### ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

### REQUIRED DOCUMENTS

- ☐ BID PROPOSAL FORM
- ☐ BID BOND FORM
- ☐ PROPOSED SUBCONTRACTORS FORM
- ☐ BIDDER QUALIFICATION FORM
- ☐ BIDDER INFORMATION FORM
- ☐ NON COLLUSION AFFIDAVIT
- ☐ ONE ORIGINAL and TWO COPIES

## SIGNATURE

**IN WITNESS WHEREOF**, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals.

Legal Name of Bidder: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_ Contractor's License No.: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_ License Classification: \_\_\_\_\_

Business Address \_\_\_\_\_  
(Street and/or P.O. Box)

\_\_\_\_\_  
(City) (State) (Zip)

E-Mail Address: \_\_\_\_\_

Business Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

**SIGN HERE ----->** \_\_\_\_\_

Signature of Bidder - Print Name and Title of Bidder

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**NOTARY PUBLIC** \_\_\_\_\_

**BID BOND**  
**FOR**  
**VETERANS PARK SHOOTING RANGE LEAD ABATEMENT/DEMO**  
**IN THE CITY OF COMMERCE**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
\_\_\_\_\_,  
as BIDDER, AND \_\_\_\_\_,  
as SURETY, are held and firmly bound unto the City of Commerce, in the penal sum of \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), which is ten percent (10%) of the total amount bid by BIDDER to  
the City of Commerce for the above stated project, for the payment of which sum, BIDDER and  
SURETY agree to be bound, jointly and severally, firm by these presents. THE CONDITIONS OF  
THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to the City of  
Commerce for the above stated project, if said bid is rejected, or if said bid is accepted and a  
contract is awarded and entered into by BIDDER in the manner and time specified, then this  
obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City  
of Commerce. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and  
seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BIDDER\* \_\_\_\_\_  
\_\_\_\_\_

SURETY\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and  
telephone number for authorized representative.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

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## **PROPOSED SUBCONTRACTORS FORM**

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in its bid, the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and Installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one half of 1 percent of the Contractor's total bid; and the portion of the work which will be done by each subcontractor under this act. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor.

Name, address, and phone number of subcontractors, suppliers, and vendors	Name portion of work, materials, and/or equipment	Dollar Value of Sub-Contract	% of Total Bid Amount
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%



### **BIDDER QUALIFICATION FORM**

The bidder is required to state what work of a similar character to that included in the proposed contract he has successfully performed and give references which will enable the City Council to judge of his responsibility, experience, skill, business and financial standing. **Minimum 5 references shall be provided.**

**Additional pages supporting this portion of the proposal may be attached.**

Reference 1			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

Reference 2			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

Reference 3			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

Reference 4			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:

Reference 5			
Project Name:			
Type of Work:			
Year Completed:			
Contract Amount:			
Name/ Address of Owner/Agency:			
Reference Contact:	Name:	Title:	Tel:



## **BIDDER INFORMATION FORM**

BIDDER certifies that the following information is true and correct:

Bidder's Name \_\_\_\_\_

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)

\_\_\_\_\_

If a Corporation, State of Incorporation (i.e., Calif.) \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

State Contractor's License No. and Class \_\_\_\_\_

Original Date Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The date(s) of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Previous contract performance history:

Was any contract terminated previously: \_\_\_\_\_

*If the answer to the above is "yes", provide the following information:*

Contract/project name and number: \_\_\_\_\_

Date of termination: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Owner contact person and tel. no.: \_\_\_\_\_

**IN WITNESS WHEREOF**, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BIDDER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NOTARY PUBLIC** \_\_\_\_\_

# NON-COLLUSION AFFIDAVIT

\_\_\_\_\_, being first duly sworn, deposes and says  
(Name of Affiant)

that he\she is \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Bidder)

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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at \_\_\_\_\_.  
(City, County and State)

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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**CITY OF COMMERCE**  
**STANDARD CONTRACT**  
**C.I.P. NO. 2015-039**  
**IN THE CITY OF COMMERCE, CALIFORNIA**

THIS AGREEMENT is made and entered into this **00** day of **MONTH 2016**, by and between the CITY OF COMMERCE, a Municipal corporation (the "CITY") and **CONTRACTOR NAME HERE** ("CONTRACTOR").

**RECITALS**

WHEREAS, on **Month 00, 2016**, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

**ARTICLE I. CONTRACT DOCUMENTS.**

The CONTRACT DOCUMENTS for the PROJECT shall consist of the ~~Notice Inviting Sealed Bids~~, the Instructions to Bidders, Bidders Proposal, Addendums, General Specifications and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, and insurance certificates. All of the "Contract Documents" are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

**ARTICLE II. THE WORK.**

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

**ARTICLE III. COMPENSATION.**

CONTRACTOR hereby agrees to receive and accept the total amount of **ENTER AMOUNT HERE**, which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain ten percent (5%) of said price until said time as the provisions of Article XII herein have been met.

**ARTICLE IV. UNDOCUMENTED WORKERS.**

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

#### **ARTICLE V. NOTICE TO PROCEED.**

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to CONTRACTOR by the CITY and shall complete work on the PROJECT within sixty (60) calendar days from the commencement thereof.

#### **ARTICLE VI. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS.**

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any subcontractor, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
  2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
  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 this Contract.
- B. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

#### **ARTICLE VII. INDEMNIFICATION.**

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of CONTRACTOR's work under this Contract; and from any and all claims, loss, damage, injury and

liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract; provided:

- (a) That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the aforesaid hold-harmless agreement because of the deposit with CITY by CONTRACTOR, of any of the insurance policies hereinafter described herein.
- (b) That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

#### **ARTICLE VIII. PERFORMANCE BOND.**

CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a performance bond, or bonds in the sum of one hundred percent (100%) of the Contract price thereof conditioned upon the faithful performance of this Contract and upon the payment of all labor and materials furnished in connection with this Contract.

#### **ARTICLE IX. INSURANCE REQUIREMENTS.**

Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. In CITY may make proof of loss if not made promptly by CONTRACTOR.

#### **ARTICLE X. LIQUIDATED DAMAGES.**

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of breach of this Contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event of such a breach. The parties therefore agree that in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of One thousand dollars (\$1000) shall be presumed to be the amount of damages suffered by the CITY for each day's delay in the starting and/or completion and acceptance of said PROJECT after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum of One thousand dollars (\$1000) as liquidated damages for each day of delay in the starting and/or completion and acceptance of said PROJECT beyond the date specified in the CONTRACT DOCUMENTS. Any and all such liquidated damage assessed shall be done so in accordance with that certain edition of the Specification for Public Works Construction, currently in effect as of the date of this Contract. The payment of such liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code § 3275 or § 3369.

**ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR hereby promises and agrees to comply with all of the provisions of all applicable state and federal laws in connection with the performance of its obligations under this Contract.

**ARTICLE XII. NOTICE OF COMPLETION.**

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

**ARTICLE XIII. NON-ASSIGNABILITY.**

This Contract shall not be assignable, either in whole or in part, by the CONTRACTOR.

**ARTICLE XIV. CUMULATIVE REMEDIES.**

The provisions of this Contract are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

**ARTICLE XV. ATTORNEY'S FEES.**

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this agreement, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF COMMERCE

**CONTRACTOR NAME**

By: \_\_\_\_\_  
Ivan Altamirano, Mayor

By: \_\_\_\_\_  
**Name, Title**

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lena Shumway  
City Clerk

By: \_\_\_\_\_  
Eduardo Olivo,  
City Attorney



## **EXHIBIT A INSURANCE REQUIREMENTS**

On or before beginning any of the work called for by any term of this Contract, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Contract, and provide proof thereof that is acceptable to CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Contract.

### **1. Comprehensive General Liability and Automobile Liability Insurance Coverage.**

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$2,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

### **2. Errors and Omissions Insurance Coverage.**

CONTRACTOR shall carry and maintain Errors and Omissions Coverage Insurance which provides a minimum coverage of at least \$1,000,000 for each occurrence, \$2,000,000 aggregate, triggered by manifestation of injury.

### **3. Worker's Compensation.**

CONTRACTOR shall carry and maintain worker's compensation as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker's compensation as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract.

**4. Additional Insureds.**

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Contract. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

**5. Cancellation Clause.**

Each of the policies of insurance shall contain a clause substantially as follows:

It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until 30 days after receipt by the City Administrator of the written notice of such cancellation or reduction of coverage, as evidenced by receipt of a certified letter.

**6. Severability Clause.**

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

**7. Qualifications of Insurer.**

All policies of insurance shall be issued by an insurance company acceptable to CITY and authorized to issue said policy in the State of California.

**8. Approval of Insurer.**

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by CITY, provided that such approval shall not be unreasonably withheld.

**9. Payment of Premiums.**

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by CITY.

**10. Evidence of Insurance and Claims.**

CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. In CITY may make proof of loss if not made promptly by CONTRACTOR.

**END OF SECTION**

# **FAITHFUL PERFORMANCE BOND**

FOR

C.I.P. NO. 2016-012

**PROJECT NAME: VETERANS PARK SHOOTING RANGE LEAD ABATEMENT/DEMO  
IN THE CITY OF COMMERCE**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

\_\_\_\_\_, as CONTRACTOR

and \_\_\_\_\_, as SURETY,

are held and firmly bound unto the City of Commerce, in the penal sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_),

which is one-hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into a Contract with the City of Commerce for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City of Commerce; provided that any alternations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR\*

\_\_\_\_\_  
\_\_\_\_\_

SURETY\*

\_\_\_\_\_  
\_\_\_\_\_

\*Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

**MATERIAL AND LABOR BOND**  
**FOR**  
**C.I.P. NUMBER: 2016-012**  
**PROJECT NAME: VETERANS PARK SHOOTING RANGE LEAD**  
**ABATEMENT/DEMO**  
**IN THE CITY OF COMMERCE**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_  
\_\_\_\_\_, as CONTRACTOR  
and \_\_\_\_\_, as SURETY,  
are held and firmly bound unto the City of Commerce, in the penal sum of  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_),  
which is one-hundred percent (100%) of the total contract amount for the above stated project,  
for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and  
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has  
been awarded and is about to enter into a Contract with the City of Commerce for the above  
stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract  
documents in the manner and time specified therein, then this obligation shall be null and void,  
otherwise it shall remain in full force and effect in favor of the City of Commerce; provided that  
any alternations in the obligations or time for completion made pursuant to the terms of the  
contract documents shall not in any way release either CONTRACTOR or SURETY, and notice  
of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR\* \_\_\_\_\_  
\_\_\_\_\_

SURETY\* \_\_\_\_\_  
\_\_\_\_\_

\* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,  
address and telephone number for authorized representative.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

## **SECTION 01100**

### **SUMMARY**

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

##### **1.01 SUMMARY**

- A. Section includes: Project information; Access to site; Coordination with occupants; Work restrictions.
- B. Scope of project:
  - Approximately 10,925 square foot basement level footprint of the shooting range is to remove all range HVAC system components, range equipment, non-load bearing walls, wallcoverings, ceilings, flooring, base and mastic. All surfaces of the basement level including, stairs, elevator pit and shaft are to be abated of lead containing dust/paint chips.
  - Approximately 126 square foot mechanical room footprint that encloses the shooting range exhaust fan. The exhaust fan and all ductwork are to be removed and cleaned/abated of lead dust/paint chips. All interior and exterior surfaces of this equipment room are to be cleaned/abated.
  - Approximately 1300 square feet of side yard at the West side of the building will require abatement of lead dust / paint chips from top of the pavement and mechanical room stairs and storm drains. Approximately 250 lineal feet of CMU block wall's interior face and top of wall will require abatement of lead dust.
  - Approximately 8510 square feet of mezzanine corridor and two mechanical rooms require lead dust cleaning/abatement of all surfaces including ductwork, lockers, utility panels, stairs, access ladder, handrails and mechanical roof area.

##### **1.02 PROJECT INFORMATION**

- A. Project Name – **VETERANS PARK SHOOTING RANGE LEAD ABATEMENT/DEMO**
- B. Capital Improvement Project - #2016-12
- C. Project Location: Veterans Park  
6364 Zindell Avenue  
Commerce, CA, 90040
- D. Owner: City of Commerce – Owner's Representative:
  - 1. Gina Nila, Deputy Director Public Works Operations & D.S.D.  
2535 Commerce Way, Commerce, CA 90040  
Phone: (323) 722-4805  
Email: [ginan@ci.commerce.ca.us](mailto:ginan@ci.commerce.ca.us)
- E. Construction Manager:
  - 1. Swinerton Management and Consulting  
Paul Banuelos, Project Manager  
Phone: (213) 814-8635  
Email: [pbanuelos@swinerton.com](mailto:pbanuelos@swinerton.com)

F. Inspector of record:

1.To Be Determined

G. Environmental Consultant:

Hillmann Consultants.

1745 W. Orangewood Avenue, Suite 110

Orange CA 92868

### **1.03 CORRESPONDENCE**

A. All project correspondence for this project shall be addressed as follows:

**City of Commerce – CIP #2016-12**

**Attn: Gina Nila, c/o Paul Banuelos**

**2535 Commerce Way**

**Commerce, CA 90040**

### **1.04 DEFINITIONS**

A. "Architect" is the person or firm lawfully licensed to practice architecture under the laws of California.

B. "Building Inspector" – A person certified by the County who examines buildings and structures to ensure that their construction, alteration or repair complies with building codes, ordinances, and zoning regulations.

C. "CITY" means the City of Commerce or its duly authorized representatives.

D. "City Engineer" means the Director of Public Works and Developmental Services Department or its authorized representative.

E. "Construction Manager" - A duly authorized representative of the City of Commerce for this project. Construction Manager shall be the point of contact between the Contractor, Architect, and the City. All submittals, Requests for Information (RFI), Change Order Requests (COR's), and other written communication shall be submitted solely to the Construction Manager.

F. "Contract" - Collectively, the Contract Documents incorporate the respective rights and obligations of the Parties, and from time to time, such rights and obligations may be referred to in the Contract Documents as the "Contract."

G. "Contractor" - The person, firm or corporation entering into contract with the City for the performance of the work required by these specifications and the legal representative of said party or the agent appointed to act for said party in the performance of the work.

H. "Contract Documents" shall mean those physical documents as enumerated in City of Commerce Standard Contract, Specification Section 00500, Article I. The Contract Documents collectively form the contractual basis for construction of the Project. The Contract Documents may be amended or modified only by a Modification as defined in Specification Section 01250.

I. "Drawings" are the graphic and pictorial portions of the Contract Documents prepared by the Architect, wherever located and whenever issued. Collectively, the Drawings constitute the official plans for the Project and include working drawings, supplemental drawings or reproductions thereof which show the design, location and dimensions of the Work, including plans, elevations, sections, details, schedules and diagrams to be performed by Contractor.

- J. "Inspector of Record" is an authorized representative, retained by the City, to oversee execution of the Work to assure compliance with all requirements of the Contract Documents.
- K. "Modification" is (1) a written amendment to the Contract Documents signed by both Parties, (2) a Change signed by both Parties, (3) a written interpretation issued by the Architect or City pursuant to Specification Section 01250.
- L. "Special Inspector" - A Special Inspector is a person certified by the County to perform special types of construction inspection. The definition is contained in section 1701.2 of the 2002 County of Los Angeles Building Code.
- M. "Specifications" are that portion of the Contract Documents prepared by the City and Architect and consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- N. "Subcontractor" - A person or entity who has a direct contract with the Contractor to perform any of the Work at the Site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or its authorized representative.

#### **1.05 ACCESS TO SITE**

- A. Contractor shall have full use of Project site as outlined in the construction drawings and phasing plan described in the specifications for construction operations during construction period. Contractor's use of Project site is limited by City's right to perform work or to retain other contractors on portions of Project and to continue day to day operations. All sequencing to be coordinated with the Construction Manager.
- B. Limit use of Project site and only work in areas within the Contract limits. Do not disturb portions of Project site beyond areas in which the Work is indicated or as indicated on the drawings.
- C. Driveways, Walkways and Entrances: Keep loading areas and entrances serving premises clear and available to City employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - a) Schedule deliveries to minimize use of driveways and entrances by construction operations.
  - b) Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  - c) No Contractor and/or subcontractor employee parking will be permitted in City owned parking lots.
- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair any damage caused by construction operations.

#### **1.06 PHASING SCHEDULE**

- A. The purpose for this schedule is to provide the contractor with the parameters of the operations of Veterans Park Community Center Building during the project. The contractor will work with the city to establish a final

phasing schedule. Final Project phasing shall correlate with project CPM schedule.

- B. All work shall be performed during the Contract durations and the contractor shall perform work in a manner which minimizes interruption or disruption to City operations.
- C. Contract will be responsible to provide safe access to public area not under construction and shall provide directional way finding signs as needed.

#### **1.07 COORDINATION WITH OCCUPANTS**

- A. City staff and the public will occupy the existing building during the entire construction period, but not the work site. The facility's operating hours for public access are Monday through Friday, 10:00 am to 8:30 pm and Saturday and Sunday, 10:00 am through 5:00 pm.
  - 1. Maintain access to existing corridors during construction. Do not close or obstruct corridors or other occupied area without written permission from City and approval of authorities having jurisdiction.
  - 2. Notify City at least 72 hours in advance of activities that will affect operations.
  - 3. **Provide and maintain safe access to offices, restrooms, corridors, and publicly accessed areas.**
- B. City reserves the right to occupy and to place and install or maintain equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy and/or maintenance activities do not interfere with completion of the Work. Such placement of equipment and occupancy shall not constitute acceptance of the total Work.
  - 1. City will issue a Certificate of Substantial Completion for each portion of the Work to be occupied prior to City acceptance of the completed Work.
  - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited occupancy.
  - 3. Before limited occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

#### **1.08 UTILITY SHUTDOWNS**

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by City or others.
  - 1. Contractor must maintain all utilities affected by the construction of this project in an operable and functioning condition (including irrigation systems) to sustain normal operations at all buildings, facilities, and services on the campus. All costs for providing temporary utilities shall be included in the base bid. Provide temporary utility services according to requirements indicated as necessary to avoid interruption.
  - 2. Extreme attention and all necessary provisions must be exercised to maintain in full capacity at all times the telecommunication networks serving this project buildings, and other adjacent buildings which may be connected, when scheduled for occupancy by other or the City.



- B. Utility shutdowns in support of this construction Project shall be coordinated with and approved by the City. At least 15 working days written notice prior to the desired shutdown is necessary due to the complexity of scheduling. Notice includes submission of a detailed plan describing work activity associated with all utility advance of any utility interruption to the City for approval identifying the sequence of events, responsible people, and shutdowns, including City form. The contents of the plan will be prepared in conjunction with the Construction Manager. Contractor shall not interrupt any utilities without prior notification or authorization by the City. Unavoidable disruptions shall be repaired immediately.
- C. Shutdowns shall be arranged for holidays and off hours. Contractor shall pay all costs of his crews, including superintendents, for this work and bear reasonable City employee overtime costs and pay other costs associated with working other than normal work hours. Major outages shall be planned to occur during off periods or as approved by the City.
- D. If any utility is interrupted which affects any occupied facility, Contractor shall provide a temporary connection to the affected utility / facility / area with the noted time frame with due diligence, at no additional cost to the City. If the Contractor does not perform repairs with due diligence within the noted time frames, the City will enforce the terms and conditions of the Contract General Conditions for Contractor's failure to perform work in a timely manner.
  - 1. Fire Alarm System: Within 4 hours of occurrence (Provide immediate fire watch)
  - 2. Security Alarm System: Within 4 hours of occurrence
  - 3. Radio Communication System: Within 4 hours of occurrence
  - 4. Telephone/Data Communications System: Within 4 hours of occurrence (Including payphones, fiber backbone, copper, etc.)
  - 5. Energy Management Control System: Within 4 hours of occurrence
  - 6. Exterior Lighting/Street Lighting: Within 4 hours of occurrence
  - 7. Building Power: Within 4 hours of occurrence
  - 8. Potable Water: Within 6 hours of occurrence depending on impact of loss of water
  - 9. Gas: Within 4 hours of occurrence
  - 10. Sewer: Within 24 hours of occurrence
  - 11. Storm Drain: Within 48 hours of occurrence
  - 12. Irrigation (including reclaimed water): Within 48 hours of occurrence - provide alternate methods of irrigation if needed during outages to prevent damage to landscape.

#### **1.09 NOISE AND DUST CONTROL**

- A. Execute Work by methods to eliminate or minimize dust creation from construction operations. Contractor shall be responsible for complying with all applicable regulations regarding dust control.
- B. Contractor shall protect adjoining property and nearby buildings, roads and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Contractor's operations or storing practices and clean as necessary.
- C. Provide positive means to prevent air-borne dust from dispersing into atmosphere. Use water mist, temporary enclosures and other suitable methods to limit the spread of dust. If necessary, a regular watering program shall be

initiated to adequately control the amount of fugitive dust in accordance with applicable AQMD rules. All positive dust control measures shall hold airborne dust to a factor not greater than Step 1 on the Ringleman Scale (re. AQMD Reg. 403). Any exposed soil surfaces shall be sprayed with water at least daily as needed to mitigate dust.

- D. Trucks hauling dirt to and from the site shall be covered in accordance with applicable state and local requirements. To reduce exhaust emissions, unnecessary idling of construction vehicles and equipment shall be avoided and vehicles and equipment shall be equipped with exhaust and noise mitigating devices and be kept in good working order.
- E. The building will remain occupied and operational during construction. As such, the contractor shall carry on all work in a manner that will produce the least amount of noise at all times.
- F. The City reserves the right to determine if work being performed by the Contractor is creating disruptions to the operations of the City and if so, to arrange with the Contractor alternate times or methods for completing the work at no additional cost to the City.
- G. Construction operations generating excessive noise, such as use of pneumatic tools and powder actuated fastener equipment, shall be scheduled with the City. Provide the City with 24 hours notice prior to commencing such operations.
- H. Equip jackhammers with exhaust mufflers and steel muffling sleeves. Use quiet type air compressors such as "whisperized" compressor. Close compressor hoods while equipment is in operations. Use electrically powered rather than gasoline or diesel powered forklifts.
- I. Provide portable barriers around jack hammering. Barriers are to be constructed of ¾ inch plywood lined with 1-inch thick fiberglass on work side at minimum.
- J. Locate all noise generating equipment in a remote location away from any occupied areas. Keep noisy equipment as far as possible from noise-sensitive sites boundaries. Do not leave machines idling. Use electric power in lieu of internal combustion engine or pneumatic power wherever possible. Maintain equipment properly to reduce noise from excessive vibration, faulty mufflers or other sources. Provide all engines with properly functioning mufflers.
- K. Schedule noise generating operations so as to minimize their duration at any given location and to minimize disruption to the adjoining users. Notify the City a minimum of 72 hours in advance of performing work creating unusual noise and schedule such work at times mutually agreeable.
- L. Do not play radio, tape recorders, televisions or other similar items at the job site.

#### **1.010 WORK RESTRICTIONS**

- A. On-Site Work Hours: Limit work in the existing building to normal business working hours of **5:00 a.m. to 2:00 p.m.** Monday through Friday, excluding holidays and weekends. Night work will be allowed for certain phases of the project.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by City or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Construction Manager not less than two days in advance of proposed utility interruptions.
  2. Obtain written permission from City before proceeding with utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors or other disruption to City.
1. Notify City not less than two days in advance of proposed disruptive operations.
  2. Obtain written permission before proceeding with disruptive operations.

**END OF SECTION**

**SECTION 01250**  
**CONTRACT MODIFICATION PROCEDURES**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

**1.02 SUBMITTALS**

- A. The Contractor shall keep an up-to-date Log showing current status of Potential Change Orders (PCO) and Changes authorized and/or pending; herein referred to as the "PCO Log". The PCO Log shall be kept up-to-date and reviewed monthly in coordination with City records.
- B. The Contractor shall submit the proposed PCO Log format to City for approval prior to first monthly progress payment request.
- C. The Contractor shall provide a copy of the current PCO Log with monthly progress payment requests.

**1.03 CHANGES IN CONTRACT PRICE**

- A. Whenever corrections, alterations, or modifications of the work under this Contract are ordered by the City and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as omitted work.
- B. The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the City:
  - 1. By unit prices accepted by the City and stated in the Contract Documents;
  - 2. By unit prices subsequently fixed by agreement between the parties;
  - 3. By an acceptable lump sum proposal from the Contractor; or
  - 4. By Force Account.
- C. When required by the City, the Contractor shall submit, in a form prescribed by the City, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.
- D. The City will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. After there is an agreement, the City will prepare and process a Field Directive and corresponding Change Order. All Field Directives and Change Orders issued by the City must be approved in writing before any work can be authorized.
- E. The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the Owner, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature after Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full

satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

#### **1.04 NEGOTIATED CHANGE ORDERS**

- A. Whenever a revision to the contract scope of work results in a potential difference in the contract sum, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work in the form and detail acceptable to the City. The direct costs shall include only the payroll cost for workers and foremen, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered, unless approved in writing by the City; the cost of materials used and equipment delivered and installed in such work as substantiated by appropriate documents; the cost of construction machinery and equipment based on fair rental or ownership values acceptable to the City. Force Account Payment; and the cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, its office and engineering staff and office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the Contractor's overhead expense.
- B. Markups: The maximum percentage which will be allowed for the Contractor's combined overhead and profit will be.
1. For work by its own organization, the Contractor may add the following:
    - Direct Labor 15% percent maximum
    - Materials 15% percent maximum
    - Equipment (owned or rented) 15% percent maximum
  2. For all such work done by subcontractors, such subcontractor may add the same percentages as the Contractor as listed in (1) above to its actual net increase in costs for combined overhead and profit and the Contractor may add up to five (5) percent of the subcontractor's total for its combined overhead and profit.
  3. To the total of the actual costs and fees allowed herein under, not more than one (1) percent shall be added for additional bond and insurance other than labor insurance.
  4. The above added fees represent the maximum which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses; all costs for cost proposal preparation and record keeping; cost of general supervision, overhead, profit, and any other general expense.
- C. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work, i.e. direct labor, materials, equipment, and subcontractors. The amount of credit to be allowed by the Contractor to the Owner for any such

change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in Section 001250 1.04 B. Force Account Payment. The Contractor shall not claim for anticipated profits on work that may be omitted.

#### **1.05 FORCE ACCOUNT PAYMENT**

- A. If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the Owner may direct by written Change Order or Field Directive that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost of the following:
1. Direct labor cost for workers, including foremen, who are directly assigned to the force account work: Direct labor cost is the actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered, unless approved in writing by the Owner.
  2. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.
  3. Equipment rental, including necessary transportation for items having a value in excess of One Thousand Dollars (\$1,000.00).
- B. Markup shall be in accordance with Section 1.04 B.
- C. The Owner reserves the right to furnish such materials and equipment as it deems expedient and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.
- D. For equipment; rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the monthly rate in the Rental Rate Blue Book. Owner-operated and Contractor owned equipment rates shall not exceed the monthly rates as published in the State of California, Business, Transportation, and Housing Agency. Department of Transportation, Construction Program, Labor Surcharge & Equipment Rental Rates, latest Edition, plus the labor costs as provided above. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, mobilization, and incidental costs and no further allowances will be made for those items, unless specific agreement to that effect is made.

#### **PART 2 – PRODUCTS - Not used**

#### **PART 3 – EXECUTION**

##### **3.01 COMMENCEMENT**

- A. Prior to the commencement of force account work, the Contractor shall notify the City of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon daily report sheets approved by the City. The reports, if found to be correct, shall be signed by both the Contractor and City, or inspector, and a copy of which shall be furnished to the City no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided. If the City, or inspector, do not agree with the labor, equipment and or materials listed on the Contractor's daily force account report, the Contractor and Construction Manager, or inspector, shall sign-off on the items on which they are in agreement. The City shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice.
- B. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.
- C. To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the City, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the City after the thirty (30) day period has expired.
- D. The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the City and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.
- E. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The Contractor shall not claim for anticipated profits on work that may be omitted.

### **3.02 TIME EXTENSIONS FOR CHANGE ORDERS**

- A. If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must comply with Specification Section 01321.

**END OF SECTION**

**SECTION 01290**  
**PAYMENT PROCEDURES**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

**1.02 REQUIREMENTS**

- A. Contractor shall provide to the City a schedule of values allocated to the various portions of the Work (hereinafter, the "schedule of Values").
- B. The Contractor shall coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule. The Schedule of Value items shall have a direct and understandable relation to the Project CPM Schedule. The Schedule of Values shall be used by the Contractor to produce a cost loaded CPM schedule and provide the City with Cash Flow Projections.
- C. The Contractor shall correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
  - 1. The Contractor's Construction Schedule.
  - 2. Application for Payment Form.
  - 3. Alternates.
  - 4. Allowances.
  - 5. Unit Prices.
  - 6. List of products.
  - 7. List of principal suppliers and fabricators.
- D. The Schedule of Values shall be sufficiently detailed such that no line item listed thereon exceeds \$50,000, unless approved by City.
- E. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment. Bond charges and allowances, if any, shall appear separately in the Schedule of Values.
- F. The Contractor shall include the following Project identification information on the Schedule of Values:
  - 1. Project name and location.
  - 2. City Project Number.
  - 3. The Contractors name and address.
- G. The Contractor shall arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
  - 1. Item number and Description
  - 2. Related Specification Section
  - 3. Name of subcontractor, manufacturer or fabricator
  - 4. Change Orders
  - 5. Dollar value
- H. Principal subcontract amounts shall be broken down into separate line items.



- I. Temporary facilities and other major cost items such as costs associated with fulfilling Project Requirements that are not a direct cost of actual work-in-place shall be shown as separate line items in the Schedule of Values.
- J. For each part of the Work where an Application for Payment may include materials or equipment, either purchased or fabricated and stored on site but not yet installed, the Contractor shall provide separate line items for initial cost of such material and/or equipment, for each subsequent stage of completion, and for total installed value of that part of the Work.
- K. The Contractor shall correlate the request for payment of stored on site materials in the Application for Payment against the agreed-upon breakdown of the Schedule of Values.
- L. The City reserves the right not to process the Application for Payment if correlation with the Schedule of Values has not been submitted in conjunction with the Application for Payment.

### **1.03 SUBMITTALS**

- A. Schedule of Values: Within fifteen (15) days of the Notice to Proceed, but in any event prior to the Contractor's first Application for Payment, the Contractor shall submit the Schedule of Values in a format as prescribed by and to the level of detail specified by the City and the Architect. This format shall include, but not be limited to, AIA documents G702 and G703.

## **PART 2 - PRODUCTS**

### **2.01 APPLICATIONS FOR PAYMENT**

- A. The format for Applications for Payment shall include, but not be limited to, AIA documents G702 ("Application and Project Certificate for Payment"), and G703 and shall include such further detail as acceptable to the City.
- B. On or before the first (1st) day of each calendar month, the Contractor shall submit to the City an itemized Application for Payment for Work performed for the previous calendar month, supported by such data substantiating the Contractor's right to payment as the City may require.
- C. The Application for Payment shall also include a retainage which shall be five percent (5%) of the amount of each progress payment.
- D. An Application for Payment may not include requests for payment of amounts which the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.
- E. The Contractor shall have the option to substitute securities for monies withheld from progress payments to ensure performance pursuant to the provisions of Section 22300 of the Public Contract Code of the State of California.
- F. Each of the Contractor's Applications for Payment shall be consistent with previous applications and payments as approved by the City. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

## **2.02 REQUIREMENTS FOR PAYMENT FOR MATERIALS**

- A. Unless otherwise provided in the Contract Documents, payments will be made on behalf of the City to the Contractor for materials or equipment not incorporated in the Work but delivered and suitably stored at the Site. Payments for materials or equipment stored on the Site shall be conditioned upon submission by the Contractor of bills of sale, or such other procedures satisfactory to the City, to establish the City's title to such materials or equipment, or to otherwise protect the City's interest, including applicable insurance and transportation to the Site for those materials.

## **PART 3 - EXECUTION**

### **3.01 APPLICATION PROCESS**

- A. The Contractor shall complete every entry on the Application for Payment forms. Incomplete applications will be returned without action.
  - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. The Contractor shall use updated schedules to match entries if revisions to such schedules have been made.
  - 2. The Contractor shall include amounts of Change Orders issued prior to the last day of the construction period covered by the Application for Payment.
  - 3. The Contractor shall submit three (3) executed copies of each Application for Payment to the City, including waivers of stop notices, liens and/or other attachments.
- B. INITIAL APPLICATION FOR PAYMENT: The CONTRACTOR shall ensure that all administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment are accomplished, including the following:
  - 1. List of Subcontractors;
  - 2. List of principal suppliers and fabricators;
  - 3. Submittal register;
  - 4. Schedule of Values (as detailed herein);
  - 5. Construction Schedule;
  - 6. Schedule of principal products;
  - 7. Schedule of unit prices;
  - 8. Submittal Schedule (preliminary if not final);
  - 9. List of the Contractor's staff assignments and principal consultants;
  - 10. Copies of all permits as required;
  - 11. Copies of authorizations and licenses from governing authorities for performance of the Work as required under the General Conditions;
  - 12. Initial progress report;
  - 13. Certificates of Insurance as required under the General Conditions;
  - 14. Performance and payment bonds;

C. APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION: Following issuance of the Certificate of Substantial Completion by the City, the Contractor shall submit an Application for Payment at Substantial Completion. This application shall reflect any Certificates of Partial Substantial Completion previously issued by the City.

1. The Contractor shall complete the following administrative actions and submittals, in addition to those listed in the General Conditions, all of which shall precede or coincide with this application;
  - a. List all incomplete items of Work, the value of each item of incomplete Work, and the extent to which each item of Work remains incomplete;
  - b. Supply the City with confirmation of the Contractor's compliance with insurance change-over requirements;
  - c. Submit all warranties from vendors and subcontractors, any maintenance manual, instructions and related agreements, equipment certifications and similar documents;
  - d. Obtain and submit all documentation necessary to enable the City's full and unrestricted use of the Work and access to services and utilities, and to supply any change-over information useful or helpful to the City's occupancy, use, operation and maintenance;
  - e. Deliver all tools, spare parts and required extra materials and similar items to the City;
  - f. Make the final change-over of locks and transmit the keys to the City. Advise the City's personnel of the change-over in security provisions;
  - g. Complete start-up testing of all systems, and complete instruction of the City's operating and maintenance personnel. Submit written start-up performance reports for each system;
  - h. Discontinue and remove temporary facilities and services, along with construction tools and facilities, forms and similar items;
  - i. Complete final cleaning requirements of the Contract Documents;
  - j. Touch-up, repair and restore all marred exposed finishes;
  - k. Obtain all final occupancy permits and similar approvals for the use of the facilities;
  - l. Before Substantial Completion, inspect, test and adjust performance of every system or facility of the Work to ensure that overall performance is in compliance with terms of the Contract Documents; and
    - 1) Submit a report of such test results to the City.
    - 2) Instruct the City's operating personnel on operational requirements needed to maintain compliance.

D. APPLICATION FOR FINAL PAYMENT: The CONTRACTOR shall complete the following administrative actions and submittals, in addition to those in the

General Conditions, all of which must precede or coincide with submittal of the Final Application for Payment:

1. Completion of Project Closeout requirements, set forth in the Contract Documents;
2. Completion of items as specified in the Contract Documents for completion after Substantial Completion;
3. Final stop notice and lien releases for the Contractor, Subcontractors and Sub-subcontractors retained by the Contractor on the Project;
4. Written assurance that warranty Work not complete and accepted will be completed by a stated date;
5. Transmittal of required Project Records to the City;
6. Certified property survey;
7. Proof that taxes, fees and similar obligations have been paid;
8. Removal of temporary facilities and services;
9. Removal of surplus materials, rubbish and similar elements;
10. As-built drawings submitted;

### **3.02 PAYMENTS WITHHELD**

- A. The City may withhold payment, in whole or in part, to such extent as may be reasonably necessary to protect the City from loss because of:
1. Defective Work not remedied;
  2. Third party claims filed, or reasonable evidence indicating probable filing of such claims;
  3. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
  4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
  5. Damage to the City or another contractor;
  6. Reasonable evidence that the Work will not be completed within the Contract Time;
  7. Persistent failure by the Contractor to carry out the Work in accordance with the Contract Documents.

### **3.03 FINAL PAYMENT**

- A. Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City:

1. An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied,
  2. Consent of surety, if any, to final payment.
  3. If required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of all stop notice or liens arising out of the Contract, to the extent and in such form as may be designated by the City.
- B. Upon completion of the Project and acceptance of same by the City Council, the City Manager shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance shall release the funds retained provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

**END OF SECTION**

**SECTION 01310**  
**PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. This Section includes administrative provisions for coordinating construction operations and project meetings.

**1.02 GENERAL**

- A. Contractor shall carefully examine drawings relating to entire work with actual conditions so that work will be accommodated in spaces provided. General arrangement and location of elements of various systems is shown on the drawings or specified. Final locations, levels, etc., shall be governed by actual material size used, by building conditions encountered, and by work of all trades. Space conflicts and interferences shall be resolved before work is installed.

**1.03 COORDINATION**

- A. Coordinate construction operations included to ensure efficient and orderly installation of each part of the Work. Contractor shall utilize the Contract Documents, submittals, and layout drawings of the various trades to check and coordinate the Work so that no interferences or conflicts between trades will occur. This checking and coordination shall be performed and completed before construction is commenced in each affected area.
- B. Make adequate provisions to accommodate items scheduled for later installation. If necessary, 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. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Contractor shall coordinate electrical/mechanical work, particularly between general trades and mechanical/electrical trades so that sleeves, hangers, chases, openings, etc., required for pipe, conduit, and other installations of like character are duly and properly provided for and installed as work progresses.

**1.04 PROJECT MEETINGS**

- A. Pre-Construction Scheduling Conference: Prior to issuance of a Notice to Proceed, the City will schedule a Pre-construction Scheduling Conference. At this meeting, the scheduling requirements as they apply to the contract will be reviewed. The Contractor shall be prepared to review and discuss the methodology and requirements for the schedule.
- B. Pre-Construction Conference: Within thirty (30) Days after the Award of Contract or at least seven (7) Days prior to Notice to Proceed, the City will schedule a Pre-Construction conference. Attendees: The City, City's Consultants, the Contractor and its Project Manager, Superintendent, major Subcontractors, and other concerned parties shall each be represented at the conference.

Agenda: Items of significance that could affect progress including topics as:

Key personnel and contact information; Critical Work sequencing; Tentative demolition Work schedule; Site Access Office, Storage Areas; Parking; Equipment deliveries and priorities; RFI and Submittal procedures; Administrative Forms; Procedures for processing decisions and Change Orders; Procedures for processing Applications for Payment; Safety and Security procedures; Working Hours; and Preparation of Record Drawings.

- C. Coordination Meetings: Supplement progress meetings and pre-installation meetings with coordination meetings as required to ensure careful coordination of various activities involved. Request representation at each meeting by every party involved in coordination or planning for construction activities involved.
- D. Weekly Progress Meetings: The City will schedule and administer weekly progress meetings. Progress meetings shall be at the job site in office space provided by the City. Attendees: In addition to the City Staff and Consultants, the Contractor shall attend with applicable Subcontractors, or other entity concerned with current progress or involved in planning, coordination or performance of future activities, familiar with the Project and authorized to conclude matters relating to progress.

Agenda items include reviewing, correcting or approving minutes of the previous progress meeting and reviewing other items of significance that could affect progress. Include topics for discussions as appropriate to the current status of the project such as: Two week look-ahead schedule; Coordination and Access Issues; Status of Submittals & RFIs; Temporary facilities and services; Hazards and risks; Quality and Work standards; Field Memos and Change Orders; Deliveries; and Payment Requests.

For each weekly meeting the Contractor shall prepare a two week look-ahead schedule. This schedule shall show all items of Work to be performed in the two (2) weeks following the meeting and the work performed in the one week prior to the meeting. Include schedule activity numbers in the two-week look-ahead schedule. During the weekly progress meeting, review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead of or behind schedule. Determine how Work 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.

- E. Pre-installation Conferences: Conduct pre-installation conference at Project Site before each construction activity that requires co-ordination with other construction. A Pre-Installation Conference will be required a minimum of seven (7) days, but not more than fourteen (14) days, prior to beginning Portland Cement Concrete. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by installation and its coordination or integration with other materials and installations that have preceded or will follow. Advise City of scheduled meeting dates.

## **END OF SECTION**

**SECTION 01321**  
**PROGRESS SCHEDULES AND REPORTS**

**PART 1 - GENERAL**

**1.01 PROGRESS SCHEDULE REQUIREMENTS**

- A. Work under this Contract shall be scheduled and progress monitored using a scheduling system showing relationships or dependencies between activities. The scheduling method to be used shall be a Critical Path Method "CPM" where: (1) activities are arranged based on activity relationships, (2) network calculations determine when activities can be performed, and (3) the critical path of the project will be determined and monitored. Scheduling system shall be broken into sub-activities which, as a minimum, shall include major suppliers, approvals, fabrication, delivery, and major subcontractors. Scheduling system shall indicate inter-relationships between trades, suppliers, and / or reviews.
- B. Contractor shall be responsible for planning and scheduling the Work, and monitoring progress of Work with respect to the Schedule, including those of their subcontractors. Contractor shall establish and maintain, as part of their Project organization, personnel knowledgeable in use and application of schedules. Contractor shall identify, on their organization chart, the person responsible for producing and updating Schedule.
- C. The City will use schedule for evaluating progress of work and to validate progress payments to be made to Contractor. Schedule, as updated every month, will be basis for determining impact of changes to Contract and delays.
- D. Failure of Schedule to include an element of the Work required for performance of this Contract, or inaccuracy in Schedule, will not relieve Contractor from responsibility for accomplishing Work required for complete Contract on time as indicated in the Contract and will not constitute grounds for delay.

**1.02 REFERENCES**

- A. The principles and definitions of the terms used herein shall be as set forth in the Associated General Contractors of America's publication "The Use of CPM in Construction," latest edition. To the extent there are any conflicts between the Associated General Contractors of America's publication and the Contract Documents, the Contract Documents shall govern.

**1.04 SUBMITTALS**

- A. Prior to the Notice to Proceed, the Contractor shall submit to the Owner a Preliminary Construction Schedule for the first ninety (90) calendar days of Work. As well, the Preliminary Construction Schedule will include a general approach for the remainder of the work. The Preliminary Construction Schedule activities shall include, but are not limited to, the following:
  - Planning.



- Mobilization.
- Key shop drawing and sample submittals.
- Fabrication and delivery of key and long-lead procurement elements.
- Activities of Owners, utility providers, tenants, or other third parties.
- Specific phasing as suggested by city at the end of this section. Contractor and city to agree upon final phasing plan conforming to the requirements specified there in.

The Preliminary Construction Schedule represents the Contractor's planned means, methods, and sequences for performance of Work during the first 90-calendar days of Work, and shall be incorporated as the first 90-calendar days of the Contractor's Baseline Contract Schedule.

The Preliminary Construction Schedule shall be the initial basis for evaluating the progress of the Work performed during the first ninety (90) calendar days after Notice to Proceed. The Preliminary Construction Schedule shall be updated weekly until the Baseline Contract Schedule is submitted and approved.

- B. Within thirty (30) days after Notice To Proceed, the Contractor shall submit to the Owner the Baseline Contract Schedule including the following:
  1. Bar-chart print with activities sorted by early start then by early finish.
  2. Bar-chart print with activities filtered by critical path.
  3. Bar-chart print that summarizes the current Baseline Contract Schedule with all Contract milestones shown.
  4. Written narrative accompanying the Baseline Contract Schedule submission. Refer to Section 01321 3.01 E for narrative outline. This narrative will explain the Contractor's approach for meeting all milestones and project completion dates. It should also include a clear description of the critical path activities from beginning to end.
  5. All Phasing plans
  6. Schedule to be cost loaded for coordination with payment requests.
- C. The Owner shall review the Contractor's submission of the Baseline Contract Schedule within fifteen (15) days after receipt of the information listed in the paragraph above. The Owner will respond in writing to any comments on the schedule, and the Contractor shall revise the schedule, if appropriate, to incorporate the Owner's some or all the observations or comments. If the Owner fails to provide any comments within specified time period, the Baseline Contract Schedule as originally issued by the Contractor shall be the basis of monitoring and controlling the Project.
  1. Acceptance of Schedule by City, failure of Schedule to include an element of work, or inaccuracy in Schedule will not relieve Contractor from responsibility for accomplishing Work in accordance with the Contract.
- D. All submittals to the Owner shall be accompanied by one (1) electronic copy of the schedule and four (4) copies of a bound report. Electronic copies shall contain all Schedule files

E. Daily Reports and Construction Photographs shall be submitted as per Specification Section 01321 3.02.

F. Phasing per SECTION 01100 SUMMARY

## **2.01 SCHEDULE DESCRIPTION**

- A. The Baseline Contract Schedule shall show the sequence and interdependence of activities required for complete performance of the Work, beginning with the date of the Notice to Proceed and concluding with the Contract Completion Date shown in the Contract Documents. The schedule shall reflect the Contractor's true plans for progressing and performing the work. The Baseline Contract Schedule shall be understood to be the Contractor's confirmation that the schedule meets the requirements of the Contract Documents, and that the Work will be executed in the sequence indicated in schedule.
- B. The Contractor shall be responsible for the means, methods, and sequences shown in the Baseline Contract Schedule. Failure to include any element of work for performance of this Contract shall not excuse the Contractor from compliance with requirements of the Contract Documents. To the extent that there are any conflicts between the approved schedule and the requirements of the Contract Documents, the Contract Documents shall govern.
- C. The Baseline Contract Schedule shall clearly indicate sequence of construction activities, grouped by applicable phase and sorted by areas, buildings, floors or facilities within the phase. It shall be constructed to show the order in which the Contractor proposes to carry out the Work. The Contractor shall utilize the Baseline Contract Schedule in planning, scheduling, coordinating, and performing the Work under the Contract (including all activities of subcontractors, equipment vendors, and Suppliers).
- D. The Baseline Contract Schedule submitted to the Owner shall comply with all limits imposed by the scope of Work, with all contractually specified phasing, intermediate milestone and completion dates, constraints, and sequencing included in the Contract. The degree of detail shall include factors, including, but not limited to each of the following:
  - 1. Start and completion of all items of work, their major components, and interim milestone completion dates, as determined by the Contractor and the Owner.
  - 2. Substantial Completion dates and the Contract Completion Dates.
  - 3. Type of Work to be performed, the sequences, and the labor trades involved.
  - 4. Activities for:
    - a. Submittal review and approvals
    - b. Procurement and delivery of critical materials

5. Activities dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
  6. As applicable, dates for start of equipment, testing of equipment, balancing equipment and final inspection and punch list corrections.
  7. Deliveries or work of Owner Furnished Contractor Installed (OFCI) materials.
  8. Approvals required by other agencies (e.g. State, City, Federal)
  9. Plans for all subcontract Work.
  10. Assignment of single responsibility for performing specific activities.
  11. Access to and availability of work areas including all anticipated shutdowns.
  12. Identification of interfaces and dependencies with preceding, concurrent and follow-on Contractors and utilities.
  13. Critical tests, submission of test reports and test results.
  14. All start up, testing, training required under the Contract.
  15. Twenty calendar days for developing punch list(s), completion of punch list items, and final clean-up for Work or designated portion thereof.
  16. Identification of any activity requiring unusual shift Work, such as two shifts, six (6) work day weeks, specified overtime, or Work at times other than regular work days or hours, shall be clearly identified in the Baseline Contract Schedule.
  17. Unless otherwise approved by the City, no activity on schedule shall have duration longer than 10 calendar days, with exception of fabrication, procurement and submittal review activities. Activity duration shall be total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.
- E. Overall time of completion and time of completion for each milestone shown on the Schedule shall adhere to the specified Contract time, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by the City. Agreement shall be formalized by Change Order.
- F. Schedule shall be the basis for evaluating job progress, progress payments, and time extension requests. Contractor shall develop Schedule and monitor actual progress as compared to Schedule.
- G. Software: Contractor shall use scheduling software that meets industry standards.
- H. Weather: Extensions of time to the Construction Schedule for weather shall only be allowed for unusually severe weather which shall not include the first twenty (20) days of rain delays in any calendar year January 1 to December 31. A minimum of twenty (20) calendar days for inclement weather shall be considered as included in the Contractor's project schedule in each calendar year.
- I. Float Time: Float or slack time is defined as amount of time between earliest start date and latest start date or between earliest finish date and latest finish date of activities on Schedule. Since float time within the schedule is jointly

owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the Contract completion date.

- J. Default: Failure of Contractor to substantially comply with requirements of this Section shall constitute reason that Contractor is failing to prosecute Work with such diligence as will ensure its completion within Contract times and shall be considered grounds for termination or other remedy by the City pursuant to terms of this Contract.
- K. Schedule activities shall be cost loaded and correlate with the Schedule of Values.

## **2.02 DELAYS**

- A. When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the City in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the City at the time of their occurrence.
- B. Non-excusable Delays: Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.
- C. Excusable Delays: Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and Owner and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.
- D. Abnormal Delays: Abnormal delays caused by acts of god, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.
- E. Weather Delays: Should inclement weather conditions or the conditions resulting from weather prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least live (5) hours per day toward completed of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day. The Contractor may be granted a time extension for weather delays pursuant to Section 2.03 TIME EXTENSIONS. The Contractor will be granted a non-compensable time extension for weather caused delays which are over and above the weather allowance as provided for in Section 2.01 H. No time extensions for weather delays will be granted until the total number of weather days has exceeded the allowance.

- F. **Compensable Delays:** Compensable delays in the prosecution or completion of the Work shall include delays that occur through no fault of the Contractor and prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule due to the following cause(s):
- Delays due solely to the actions and / or inactions of the Owner.
  - Delays due to differing site conditions,
  - Delays due to other Contractors employed by the Owner who interfere with the Contractor's prosecution of the Work as defined above.

## **2.03 TIME EXTENSIONS**

- A. **Notice by Contractor:** As a condition precedent to Contractor's right to an adjustment of the Contract Time, Contractor shall, within twenty-one (21) Days of the Discovery Date of the occurrence of circumstances causing a Compensable or Excusable Delay, notify the City and OAR in writing of the potential impact. The quantification of the potential delay shall be analyzed as described below under the Request for Extension section.
- B. **Request for Extension of Time:** When an event is experienced that will affect the Baseline Contract, and a time extension is requested, the Contractor shall submit to the Owner, an Impacted Schedule, as defined here in this specification, accompanied with a written Time Impact Analysis, separate from the Monthly Status Schedule illustrating the impact of the delays.
1. Each Impacted Schedule shall include at least one Fragnet demonstrating how the event is impacting the Monthly Status Schedule. A Fragnet is defined as a sequence of new and/or activity revisions that are added to the current Monthly Status Schedule at the time the event is encountered to demonstrate the impact of the event, and the method for incorporating the event and its impact into the schedule.
  2. Each Time Impact Analysis included in the Impacted Schedule shall demonstrate the estimated time impact based on the date of the event, the status of construction at that point in time, and the event time computation of all activities affected by the event, and its impact on the Monthly Status Schedule. The event times used in the Time Impact Analysis shall be those included in the latest update of the Monthly Status Schedule current at the time the event was encountered.
  3. Both the Monthly Status Schedule and "Impacted" Schedule will be submitted to the Owner on or before the 10<sup>th</sup> day of each month of the work. The Contractor shall also submit in writing a Change Order Request for all time extensions for the preceding month.
  4. The Owner shall make approval or rejection of the Impacted Schedule (s) within fourteen (14) days after receipt of each Impacted Schedule. The

Owner will schedule a meeting with the Contractor to discuss the delays of the preceding month.

- C. Time extensions will be granted only to the extent that the activity or activities affected exceed the total or remaining float along the critical path of activities at the time of the event. Float or slack time is not for the exclusive use or benefit of the Owner or the Contractor but is an expiring resource available to all parties as needed to meet Contract milestones and the Contract Completion Date. Time extensions shall not be granted nor delay damages paid until both of the following occur:
  - a. A delay occurs that is beyond the control of, and without the fault or negligence of, the Contractor and its Subcontractors or Suppliers, at any tier.
  - b. The delay extends actual performance of the Work beyond the applicable current Contract Completion or Interim Completion Milestones.
- D. Upon mutual agreement by both Contractor and Owner, Fragnets illustrating the impact of an event shall be incorporated into the Monthly Status Schedule, and establish a new Baseline Contract Schedule on the project.
- E. In the event the Contractor does not agree with the decision of the Owner regarding the impact of an event, it shall be resolved in accordance with the Contract terms and conditions.

## **PART 3 – EXECUTION**

### **3.01 MONTHLY UPDATES AND PROGRESS PAYMENTS**

- A. Progress update shall be made monthly and must coincide with payment schedule; exact date to be mutually agreed to by Contractor and the City.
- B. Five (5) days prior to the submittal of the Contractor's monthly payment request, Contractor shall submit to the City an up-to-date status report for the Contract. All Monthly Status Schedules shall be submitted in the same level of detail as the Baseline Contract Schedule. The schedule calculation mode must utilize the Retained Logic option. The Monthly Status Schedule shall show the activities or portions of activities completed during the reporting period. When completed, the current month's Monthly Status Schedule will be used for the period from the data date until its successor is submitted. The schedule information provided in the Monthly Status Schedule shall include all of the following:
  - 1. Actual start dates.
  - 2. Actual completion dates.
  - 3. Adjusted remaining duration.
  - 4. Incorporation of approved time extensions.
  - 5. Incorporation of changes issued or pending that can potentially impact the scheduled work.
  - 6. List of materials and/or equipment delivered for which Contractor is requesting payment and original invoice verifying cost.

7. Identification of processing errors, if any, on the previous update reports.
  8. Resolution of conflict between actual Work progress and Schedule logic. When out of sequence activities develop in Schedule because of actual construction progress, Contractor shall submit revisions to Schedule logic to conform to current job status and directions.
- C. The Monthly Status Schedule prepared by the Contractor shall include schedule revisions/changes, including but not limited to: logic, duration, status, additions and deletions. The Contractor shall incorporate such revisions prior to submitting the Monthly Status Schedule for the Owner's review. Upon request, the Contractor shall provide the Owner a report listing the changes made to the schedule. Submission of changes may be in the form of schedule comparison reports, marked-up networks, fragnets, or schedule abstracts.
- D. Each of the following reports shall be required as part of the Monthly Status Schedule as a condition precedent to receipt of progress payments:
1. Bar-chart print with activities sorted by early start then by early finish.
  2. Bar-chart print with activities filtered by critical path.
  3. Bar-chart print that summarizes the current Monthly Status Schedule. All Contract milestones shall be shown.
  4. Schedule Narrative Report (See Schedule Narrative Report Outline)
  5. Electronic copy of schedule if requested.

The Monthly Status Schedule containing all of the information described above shall be available for review at the Jobsite.

- E. The Monthly Updated Progress Schedule submittal to the Owner shall be accompanied by a Schedule Narrative Report. The narrative report shall describe the physical progress and major accomplishments during the current reporting period and include, but not be limited to, description of problem areas, current and anticipated delaying factors and their impact, explanation of corrective action taken and proposed revisions for recovery plan.

Narrative Report Outline:

- Introduction
- Schedule Milestones Comparison  
(Baseline Contract Schedule vs. Current Monthly Status Schedule)
- Description of longest / Critical paths
- Progress of the work for the current reporting period
- Work scheduled to occur during the next reporting period
- Current Delays with Cause and Planned Mitigation
- Potential Delays and Proposed Mitigation
- Impact of the delay on other activities, milestones, and completion dates
- Changes in construction sequences
- Summary

- G. The City will review update information submitted by Contractor and meet with Contractor's representative to arrive at mutually agreed upon progress status. If agreement cannot be reached on any issue, the City's determination will be used for processing update.

### **3.02 DAILY REPORTS AND CONSTRUCTION PHOTOGRAPHS**

- A. Throughout the Project, the CONTRACTOR shall: (1) Prepare and distribute to the City and the OAR, as requested, a comprehensive log (hereinafter, the "Daily Report"), and (2) Take action to specifically alert the CITY and the OAR to items which could result in claims and/or delays. Prior to issuance of the Notice to Proceed, the Contractor shall submit to the City for approval a proposed Daily Report form.

The Daily Report should include the following information:

- Manpower / Personnel onsite by trade and hours
- Subcontractors working onsite
- Weather
- List of visitors
- Material/Supply deliveries received
- Work being performed and location of same.
- Daily equipment list
- Situations or circumstances which could delay work or give rise to claims for additional costs
- All tests and Inspections preformed
- Photographs of work performed
- Other information as appropriate

Daily Reports shall be completed daily with copies provided to the City weekly.

- B. Throughout the Project, the CONTRACTOR shall take and provide digital photographs of construction throughout progress of Work.
1. Each month, submit CD ROM containing all photographs taken from previous month. Photographs shall be taken from the same location each time for documentation purposes. Every room shall have a minimum of one photograph per month up to as many as are required to demonstrate work completed. Contractor shall photograph all pre existing conditions of the site, roof and interior area to receive new work.
  2. Photos shall be grouped by work area and sorted by date taken.
  3. Contractor shall photograph all pre existing conditions of the site and interior area to receive new work.
  4. Photograph Prints: None required.

**END OF SECTION**



**SECTION 01325**  
**REQUEST FOR INFORMATION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. This Section covers general requirements for Contractor's requests for information (RFI).

**1.02 CONTRACTOR'S REQUESTS FOR INFORMATION (RFI)**

- A. Submit a Request for Information when:
1. An unforeseen condition or constructability question occurs.
  2. Questions regarding information in the Contract Documents arise.
  3. Information not found in the Contract Documents is required.
- B. Do not use RFI for the following purpose:
1. To request approval of submittals.
  2. To request approval of substitutions.
  3. To request changes to the Contract Documents and to confirm action taken by the Contractor for requested changes/substitutions to the Contract Documents.
- C. Submit RFI within a reasonable time frame so as not to interfere with, or impede the progress of the Work.
- D. When an answer to an RFI has an effect on cost or time, notify the City in accordance with the Contract Documents when the RFI is received. Notification shall occur prior to commencing such work. The Contractor shall not proceed with the work indicated by the RFI until a Change Order or other acceptable tracking device is prepared and approved.
- E. When submitting an RFI, alert the City, in writing, to the time available before the response will cause an impact to the Project.
- F. Submit the RFI as follows:
1. Submit a legible written request via email to the city on a form approved in advance by the City.
  2. Each page of each attachment, including supporting documentation and/or photos shall bear the RFI number in the lower right corner.
  3. Number submitted RFI'S consecutively.
  4. Contractor shall sign all RFI forms. RFI from subcontractors or material suppliers shall be submitted through, and be reviewed by the Contractor prior to submittal to the City.

5. Allow a minimum of 5 working days for review and response time; the response time will be increased if more information is required, when the RFI is submitted out-of-sequence, or if in the opinion of the City, more time is needed to answer the RFI.

### **1.03 QUALITY ASSURANCE**

- A. Before submitting RFI, the Contractor shall verify that the information requested is not indicated in the Contract Documents, or cannot be determined from a careful review of same.
- B. Where applicable, Contractor shall include a recommended solution with the RFI.
- C. In all cases where a RFI is issued to request clarification of coordination issues, for example, pipe and duct routing, clearances, specific locations of work shown diagrammatically, and similar items, the Contractor shall fully lay-out a suggested solution using drawings or sketches drawn to scale, and submit with the RFI.

**END OF SECTION**



CITY OF COMMERCE  
DEPARTMENT OF COMMUNITY DEVELOPMENT

**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: \_\_\_\_\_

Project Name: \_\_\_\_\_

RFI Number: \_\_\_\_\_

Submitted by: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Issued To: **GINA NILA, OPERATIONS DEPUTY DIRECTOR**

Contract No.: \_\_\_\_\_

**SUBJECT:**

Drawing / Detail Number: \_\_\_\_\_ Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

**RECCOMENDATION:**

Cost Impact: ☐ Yes ☐ No ☐ To Be Determined  
Schedule Impact: ☐ Yes ☐ No ☐ To Be Determined

☐ Check if additional pages are attached

Request by:

\_\_\_\_\_  
*Contractor's Signature*

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

\_\_\_\_\_  
*Date*

**RESPONSE:**

Cost Impact: ☐ Yes ☐ No ☐ To Be Determined  
Schedule Impact: ☐ Yes ☐ No ☐ To Be Determined

☐ Check if additional pages are attached

Response by:

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Date*

**OWNER AUTHORIZATION (please check one):**

☐ Proceed as noted above. NO COST.

☐ Submitt price PRIOR to proceeding.

☐ Proceed at Force Account.

☐ Other: \_\_\_\_\_  
(Explain)

Response Reviewed and Approved by:

\_\_\_\_\_  
*Owner Signature*

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

\_\_\_\_\_  
*Date*

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**SECTION 01330**  
**SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. This Section includes administrative and procedural requirements for reviews by the City, including but not limited to:
- Shop Drawings
  - Product Data
  - Samples
  - Certificates
  - Colors
  - Substitutions
  - Construction Waste Estimate / Recycled Content

**1.02 SHOP DRAWINGS**

- A. "Shop drawings" are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
1. Shop drawings shall be submitted in the following manner:
    - a) For architectural work, the Contractor shall submit one (1) digital copy (where applicable) and three (3) hard copies to the Construction Manager for distribution
    - b) For the work of consultants, namely; structural, mechanical, electrical, civil, plumbing, audio / visual systems and fire life-safety, the Contractor shall submit one (1) digital copy (where applicable) and three (3) copies to the Construction Manager for distribution
  2. The City will review and return two (2) copies to the Contractor.
  3. Shop drawings and product data shall be complete when submitted by the Contractor. No partial data or lists will be considered. The Contractor shall identify each drawing with the project number and title of Project.
  4. The Contractor shall note corrections or changes requested by the City on previous submission and shall note revisions. Corrections or changes indicated on shop drawings or product data shall not be considered as extra work. No final drawings will be considered approved unless it bears a review stamp of the City's Consultant.

**1.03 PRODUCT DATA**

- A. "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
1. The Contractor shall submit manufacturer's literature as follows:
    - a) Manufacturer's standard schematic drawings.
    - b) Modify to delete information which is not applicable to the Project.

- c) Supplement standard information to provide additional information applicable to Project.
- 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:
  - a) Clearly mark each copy to identify pertinent materials, products and / or models.
  - b) Show dimension and clearances required.
  - c) Show performance characteristics and capabilities.
  - d) Show wiring diagrams and controls where applicable.
  - e) Include calculations when applicable.
- 3. Safety Data Sheets (SDS): Include for materials which require manufacturer's warnings and application instructions listed on SDS provided by the product manufacturer.

#### **1.04 SAMPLES**

- A. "Samples" are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
  - 1. Samples shall consist of physical examples furnished by the Contractor in sufficient size and quantity to illustrate materials, equipment or workmanship and to establish standards by which the Work will be judged.
  - 2. Unless otherwise specified and within one (1) month from the Award Date, the Contractor shall submit samples in duplicate, of adequate size showing quality, type, color range, finish, and texture. The Contractor shall label each sample stating materials, type, color, thickness, and size.
  - 3. The Contractor shall not order material until receipt of completed review of samples is submitted. The written completed review shall not be interpreted as a modification of any provision of the Contract Documents.
  - 4. Where the Contract requires approved samples to be returned, the Contractor shall submit additional samples as required. The Contractor shall remove samples upon request. Field samples and mock-ups, when shown on the Drawings or otherwise specified in the Contract Documents:
    - a) Erect at Project Site at a location acceptable to the City.
    - b) Construct each sample or mock-up complete, including Work of all trades required in finished Work.
    - c) Remove the foregoing as directed.
    - d) Mock-up Samples: The Contractor shall prepare mock-up samples as requested by the City to accurately reflect actual workmanship quality and installation of various building components on the project. Mock-ups may be actual components of the project.

## **1.05 CERTIFICATES**

- A. Where specifically indicated by pertinent Specification Sections, submit proper certification by recognized producer or association. Certifications shall attest to product's compliance with requirements of Contract Documents.

## **1.06 COLORS**

- A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product, the Contractor shall submit accurate color charts and pattern charts to the City for its review and selection.
- B. The Contractor shall submit colors as described in Samples above. Failure to submit colors or patterns may be cause for rejection and replacement at no cost to City.

## **1.07 SUBSTITUTIONS**

- A. Refer to Section 01631 – “Equals and Substitutions”.

## **1.08 CONSTRUCTION WASTE ESTIMATE / RECYCLED CONTENT**

- A. Refer to Section 01505 – “Construction Waste Management”.

# **PART 2 - PRODUCTS**

## **2.01 SUBMITTALS**

- A. Submittal Log: Within thirty (30) days after Notice to Proceed the Contractor shall submit a detailed listing of anticipated proposed submittals, shop drawings and samples. The listing shall be developed in a spreadsheet format and include:
  - 1. Specification item number;
  - 2. Item description;
  - 3. Description of submittal;
  - 4. Specification paragraph requiring submittal; and
  - 5. Scheduled date of submittal.
- B. Submittals shall include three hard copies plus one digital.
- C. Submittals shall be numbered consecutively and be legible and complete in every respect.
- D. If a Submittal includes variations from Contract requirements because of standard shop practices or other reasons, Contractor shall make specific mention of such variations in letter of transmittal, as well as on drawings. Unless specific changes have been noted and accepted, no deviations from Contract Documents will be permitted.

## **PART 3 - EXECUTION**

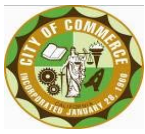
### **3.01 REQUIREMENTS**

- A. The Contractor shall make all submittals of shop drawings, samples, mock-ups and other similar items, in strict accordance with the provisions of the General Conditions and this Section. All submittals shall be accompanied by a properly completed copy of the "Contractors Submittal Transmittal" form provided by the City (Refer to Section 01330A for Form).
- B. The Contractor shall perform no portion of the work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the City. Such Work shall be in accordance with approved submittals.
- C. By approving and submitting Shop Drawings, Product Data, Samples and similar submittal the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- D. The Contractor shall not be relieved of responsibility for deviations from requirements the Contract Documents by the City's review of Shop Drawings, Product Data, Sample or similar submittals unless the Contractor has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approve to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's approval thereof.
- E. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City on previous submittals.
- F. The Contractor agrees that:
  - a) Submittals processed by the City are not Change Orders;
  - b) The purpose of submittals by the Contractor is to allow a review of the integrity of the proposed submittals to demonstrate that the Contractor fully understands the design concept;
  - c) Submittals demonstrate Contractors understanding by indicating which equipment and material it intends to furnish and install and by detailing the fabrication and installation methods it intends to use.
  - d) Contractor further agrees that if deviations, discrepancies or conflicts between shop drawings and Contract Documents are discovered at any time, the Contract Documents shall control and be followed.
- G. The Contractor shall make submittals far enough in advance of scheduled date of installation to provide required time for review, securing necessary approvals, possible revision and re-submittal, and for placing order and securing delivery.



- H. In scheduling, the Contractor shall allow at least fourteen (14) days for City's review of routine submittals. All parties recognize that major submittals such as roof steel shall take considerably longer to review. Contractor shall identify any submittal that is a critical path item affecting the scheduled completion of the project with the City and the City in advance of transmitting the submittal.
- I. City will review submittals for conformance with contract documents: Acceptance by City covers only such conformance. Effort will be made to discover errors, but responsibility for accuracy and correction and re-submittal shall be the Contractor's.
- J. Acceptance of submittals will be general and shall not relieve Contractor from responsibility for proper fitting and construction of Work, nor from furnishing materials and work required by Contract which may not be indicated on submittals.
- K. Upon receipt of a submittal from the Contractor, the City shall review, stamp, mark, initial, and date each submittal as follows:
  - 1. "NO EXCEPTIONS TAKEN": This indicates that the submittal meets Contract Document requirements, the design intent, and the City has no objections to any of the information included with the submittal. The submittal will be distributed to the Contractor and City.
  - 2. "REVISE AS NOTED – RESUBMITTAL NOT REQUIRED": This indicates that the submittal is essentially acceptable in terms of Project requirements and design intent, but some minor aspect is incorrect. Either the City has indicated a color or finish selection, or other comments have been added to the submittal. Resubmittal is not necessary; the submittal can be distributed to the Contractor and City and utilized as is.
  - 3. "REVISE AS NOTED AND RESUBMIT": This indicates that major corrections to the submittal are necessary. It may also indicate that a few changes of major significance need to be made. In this case, the submittal shall be returned to the Contractor by the City with a copy of the transmittal to the City. The Contractor shall correct and resubmit as specified herein prior to commencing with the work indicated on the submittal. The Contractor shall have no basis for a claim of extra time or money due to "Revise and Resubmit" action by the City.
  - 4. "REJECTED": This indicates that the submittal is unacceptable. Reasons may include unacceptable manufacturer, incorrect model or product, or incomplete submittal as defined herein. The City shall note the reason for rejection and the submittal shall be returned to the Contractor with a copy of the transmittal to the City. The Contractor shall correct and resubmit as specified herein. The Contractor shall have no basis for a claim of extra time or money due to "Rejected" action by the City.

**END OF SECTION**

**CITY OF COMMERCE**

DEPARTMENT OF COMMUNITY DEVELOPMENT

**CONTRACTORS SUBMITTAL TRANSMITTAL**

DISTRIBUTION			

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner Contact: \_\_\_\_\_ Submittal No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Spec. Section: \_\_\_\_\_  
Submitted By: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
Phone: \_\_\_\_\_ Contractor Ref. No.: \_\_\_\_\_  
Schedule Activity No.: \_\_\_\_\_ Drawing Reference: \_\_\_\_\_

FOR ALL CONTRACTOR SUBMITTALS, INCLUDING SHOP DRAWINGS, SAMPLES, CALCULATIONS, DATA OR OTHER

TO: CITY OF COMMERCE. Attn: Gina Nila  
2535 Commerce Way  
Commerce, CA. 90040

CHECK ONE - THIS IS: ☐ AN ORIGINAL SUBMITTAL  
☐ A REVISION SUBMITTAL OF: \_\_\_\_\_  
☐ AN O & M SUBMITTAL

Description of Submittal / Equipment / Supplier / Proposed Use	No. of Copies	A	B	C	D

WE HAVE VERIFIED THAT THIS SUBMITTAL MEETS ALL THE REQUIREMENTS SPECIFIED IN THE SPECIFICATIONS OR AS SHOWN ON THE DWGS. (NO EXCEPTIONS). **ADDITIONAL CONTRACTOR COMMENTS NOTED BELOW:**

**CONTRACTORS SIGNATURE:** \_\_\_\_\_

**LEGEND:** A - NO EXCEPTIONS TAKEN B - REVISE AS NOTED. RESUBMITTAL NOT REQUIRED  
C - REVISE AS NOTED AND RESUBMIT D - REJECTED. RESUBMITTAL REQUIRED

REVIEWER REMARKS:

RESPONSE PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Corrections or Comments made relative to submittals during this review do not relieve the contractor from compliance with the requirements of the drawing and specifications. This check is for review of general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The contractor is responsible for correcting and correlating all quantities and dimensions; selecting required accessories, fabrication processes and techniques of construction; coordinating work with other trades and performing work in a safe and satisfactory manner.

**OWNER AUTHORIZATION**

Response Reviewed by:

Signature	Name (Printed)	Date
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Veterans Park Lead Abatement  
CITY OF COMMERCE

SUBMITTAL TRANSMITTAL FORM  
SECTION 01330A - Page 1 of 1

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**SECTION 01400**  
**CONTRACTOR QUALITY CONTROL PROGRAM**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. This Section includes administrative and procedural requirements for the Contractors Quality Control Program.

**1.02 REQUIREMENTS**

- A. The Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction conform to Contract drawings, Specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the Contract Specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.
- B. The intent of this section is to enable the Contractor to establish a necessary level of control that will:
  - 1. Adequately provide for the production of acceptable quality materials.
  - 2. Provide sufficient information to assure both the Contractor and the City that the Specification requirements can be met.
  - 3. Allow the Contractor as much latitude as possible to develop his or her own standard of control.
- C. The Contractor shall be prepared to discuss and present at the preconstruction conference his/her understanding of the quality control requirements.
- D. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed and approved by the City.
- E. The quality control requirements contained in this section and elsewhere in the Contract Specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements will be the responsibility of the City.

**1.03 SUBMITTALS**

- A. The Contractor shall describe the Quality Control Program in a written document which shall be reviewed by the City prior to the start of any production, construction, or offsite fabrication. The written Quality Control Program shall be submitted to the City for review at least 7 calendar days before the Notice to

Proceed. The Quality Control Program shall be organized to address, as a minimum, the following items:

1. Quality control organization;
  2. Submittals schedule;
  3. Inspection requirements;
  4. Quality control testing plan;
  5. Documentation of quality control activities; and
  6. Requirements for corrective action when quality control and/or acceptance criteria are not met.
  7. Include all forms to be used throughout the project.
- B. The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this Contract.

## **PART 2 - PRODUCTS**

### **2.01 DESCRIPTION OF PROGRAM**

- A. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the Specifications and Code, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable Specifications and Plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the Specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.
- B. The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control personnel. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management / production and construction functions and personnel. The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of this section. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization. The quality control organization shall consist of the following minimum personnel:
1. Program Administrator: The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The

Program Administrator shall have a minimum of 5 years of experience in similar construction and shall have had prior quality control experience on a project of comparable size and scope as the Contract. Additional qualifications for the Program Administrator shall include at least one of the following requirements:

- a. Professional Engineer w/ 1 yr of building experience acceptable to the City.
- b. Engineer-in-training w/ 2 yrs of building experience acceptable to the City.
- c. An individual w/ 3 yrs of similar experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- d. Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the Contract Plans and Specifications.

2. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise. The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

- a. Inspection of all materials, construction, plant, and equipment for conformance to the Contract Documents, and as required.
- b. Performance of all quality control tests as required by Specifications and any regulatory requirements. Certification at an equivalent level, by a state of nationally recognized organization will be acceptable in lieu of NICET certification.

- C. Staffing Levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

## **PART 3 - EXECUTION**

### **3.01 INSPECTION REQUIREMENTS**

- A. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor. Inspections shall be performed daily to ensure continuing compliance with Contract requirements until completion of the

particular feature of work. These shall include the following minimum requirements:

1. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the Specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.
2. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the Specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

### **3.02 QUALITY CONTROL TESTING PLAN**

- A. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the Specifications. The testing plan shall include the minimum tests and test frequencies required by each Specification item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes. The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:
  1. Specification item number;
  2. Item description (e.g., Plant Mix Bituminous Pavements);
  3. Test type (e.g., gradation, grade, asphalt content);
  4. Test standard (e.g., ASTM or AASHTO test number, as applicable);
  5. Test frequency (e.g., as required by Specifications or minimum frequency when requirements are not stated); and
  6. Responsibility (e.g., plant technician).

### **3.03 DOCUMENTATION**

- A. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken. These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of

the Contract. Legible copies of these records shall be furnished to the City daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator. Specific Contractor quality control records required for the Contract shall include, but are not necessarily limited to the following records:

- B. Daily Inspection Reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the City. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:
  - 1. Specification item number and description;
  - 2. Compliance with approved submittals;
  - 3. Proper storage of materials and equipment;
  - 4. Proper operation of all equipment;
  - 5. Adherence to Plans and Specifications;
  - 6. Review of quality control tests; and
  - 7. Safety inspection.
- C. The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed. The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The City shall be provided at least one copy of each daily report.
- D. Daily Test Reports. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:
  - 1. Specification item number and description;
  - 2. Test designation;
  - 3. Location and Date of test;
  - 4. Control requirements;
  - 5. Test results;
  - 6. Causes for rejection;
  - 7. Recommended remedial actions; and
  - 8. Retests.
- E. Test results shall be submitted to the City once completed. When required by the Specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

### **3.04 CORRECTIVE ACTION REQUIREMENTS**

- A. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance)



and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the Specifications. The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control. When applicable or required by the Specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

### **3.05 SURVEILLANCE BY THE CITY**

- A. All items of material and equipment shall be subject to surveillance by the City at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable Specifications and Plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the City at the site for the same purpose. Surveillance by the City does not relieve the Contractor of performing quality control inspections of either onsite or offsite Contractor's or subcontractor's work.

### **3.06 NONCOMPLIANCE.**

- A. The City will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the City or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.
- B. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the Contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the City, the City may:
  - 1. Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
  - 2. Order the Contractor to stop operations until appropriate corrective actions is taken.

**END OF SECTION**

**SECTION 01425**  
**TESTING AND INSPECTION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Testing and inspection requirements.

**1.02 CITY INSPECTOR**

- A. An Inspector of Record (IOR) will be employed by the City. Additional certified inspectors may be employed and assigned to the work by the City in accordance with the requirements of California Building Standards Administrative Code.
- B. The work of construction in all stages of progress shall be subject to the personal continuous observation of the IOR. He or she shall have free access to any and all parts of the work at any time. Contractor shall furnish the IOR reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of the work and character of materials.
- C. The IOR is authorized to enforce compliance with the Contract Documents, to determine the acceptability of materials and the quality of Work. The IOR, or authorized agent, is authorized to sample and test all materials to be incorporated into the Work.
- D. The presence of the Engineer or the IOR shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and any act or omission on the part of the Engineer or the IOR shall not avoid said duty. If the Contractor fails to replace any defective or damaged Work or material after reasonable notice, the Engineer may cause such Work or materials to be replaced. The replacement shall be deducted from the amount to be paid to the Contractor; otherwise the Contractor shall pay the City if there remains an insufficient amount or no amount to be paid by the City to the Contractor.

**1.03 TESTS AND INSPECTIONS**

- A. As necessary, the City will select and provide an independent testing laboratory to conduct acceptance testing. Selection of materials required to be tested shall be by the laboratory or the IOR and shall not be by Contractor.
- B. Quality Control Testing and Inspection shall be provided by the Contractor as specified in Section 01400.
- C. Contractor shall notify the IOR with sufficient time, when the manufacture of those materials or components requiring testing by the approved testing laboratory or inspections is scheduled to commence. The City will then make arrangements for the IOR to attend. Unless obtained in writing in advance, a minimum of 72 hours notice shall be provided by the Contractor to the City. The Contractor shall be responsible for coordinating this process such that it does not adversely affect the approved work schedule. The Contractor shall obtain necessary notice time from manufacturers prior to submitting schedule.

- C. Any material shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to the receipt of notice from the IOR that such testing and inspection will not be required shall not be incorporated into the work.
- D. Certifications from the steel fabricator shall be provided to the City for all steel delivered to the job site prior to requesting inspection.

#### **1.04 TEST REPORTS**

- A. Test reports shall be forwarded to the IOR by the testing agency. Such reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. Reports shall indicate the material or materials sampled and tested in accordance with the requirements of the current Los Angeles County Building Code and with the approved Specifications. Test reports shall show specified design strength. They shall also state definitely whether or not material or materials tested comply with requirements.

#### **1.05 INSPECTION BY THE CITY**

- A. The Work shall be conducted under the general observation of the City Engineer or IOR to ensure compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, and shop or field inspection, as required. The IOR shall be permitted access to all parts of the Work, including plants where materials or items are manufactured or fabricated. All materials and fabricated items furnished by the Contractor shall be subject to inspection. Contractor shall at all times maintain proper facilities and provide safe access for such inspection.
- B. The City shall have the right to reject materials and workmanship, which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected; rejected materials shall be removed from the premises without charge to the City. If Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the City may correct same and charge the expenses to Contractor.
- C. Should it be considered necessary or advisable by the City, at any time before final acceptance of the entire work, to make an examination of the work already completed, by removing or tearing out the same, Contractor shall promptly furnish necessary facilities, labor and materials on request by City.
- D. If such work is found to be defective in any respect or does not pass tests due to fault of Contractor or his subcontractor, the Contractor shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material involved in the examination and replacement shall be borne by the City.
- E. No Work shall be backfilled, buried, cast in concrete, hidden or otherwise covered until it has been inspected by the IOR, and other Agencies for which a

permit is required. Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under the Contract, the Contractor shall notify the IOR at least forty-eight (48) hours in advance to request inspection before beginning any such Work. Failure of the Contractor to notify the IOR at least forty-eight (48) hours in advance of any such inspections shall be cause for the IOR to require a delay in the progress of Work to allow time for such inspections and any remedial or corrective Work required. All costs of such delays, including its effect upon other portions of the Work, shall be borne by the Contractor.

- F. Any Work covered in the absence of inspection shall be subject to uncovering at the sole expense of the Contractor. Where Work done without inspection can be uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper inspection and Contractor shall bear all costs.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01451**  
**ASBESTOS ABATEMENT OBSERVATION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. The City will contract with an independent asbestos removal observation service (Observation Service – Industrial Hygienist) to perform services as specified herein.

**1.02 RELATED SECTIONS**

- A. Section 13280: Asbestos Abatement.

**1.03 SUBMITTALS**

- A. Records: Observation Service shall maintain a complete and legible file, in chronological order, containing a copy of each of the following: Field Reports, Submittals, Notifications, Manifests, Certificates, Air Monitoring Results and Laboratory Reports.
- B. Upon completion of Abatement Work, Observation Service shall deliver 3 copies of Observation Reports to Inspector and others as agreed at pre-project meeting. Reports shall include records specified, project specifications, Abatement Work narrative covering activities performed, and Record Report(s).

**1.04 QUALITY ASSURANCE**

- A. Methods and Procedures: Observation Service is required to:
  - 1. Review and recommend to City for approval, proposed methods for establishing Contained Work Areas Decontamination Enclosure System and Differential Pressure System as well as equipment and personnel to be used. Report the use of proprietary systems.
  - 2. Review and recommend to City for approval, proposed methods and procedures for Abatement Work.
  - 3. Discuss and report to City potential problems arising from use of methods and procedures agreed to or not at pre-project meeting.

**PART 2 – PRODUCTS - Not Used**

**PART 3 - EXECUTION**

**3.01 OBSERVATION**

- A. Site-Starting Meeting and Inspection: Observation Service shall:
  - 1. Visually inspect rooms, areas and cavities where Abatement Work is scheduled.
  - 2. Determine general acceptability of preparation criteria for Abatement Work to begin and determine areas requiring further pre-project preparation by City.

3. Discuss potential problems; such as, details, safety procedures, work procedures or methods.
  4. Determine acceptable remedies for unacceptable areas and determine remedies for potential problems.
  5. Discuss and agree to proposed schedule for Asbestos Abatement Work.
- B. Observation Service shall verify that materials delivered to job site are those approved or specified for use on Work.
- C. Observation Service shall visually observe the progress of Work, including but not necessarily limited to:
1. Verifying Contained Work Area and Decontamination Enclosure System design and installation.
  2. Verifying abatement methods and procedures agreed upon in the pre-project meeting are being followed.
  3. Report to City and notify Contractor of unacceptable methods and procedures or unacceptable results of Contractor.
  4. Report to City if Contractor fails to correct unacceptable methods and procedures or unacceptable results.
  5. Take air tests, core samples and bulk samples in accordance with other sections of this Specification.
  6. Conduct periodic reviews of isolation and protective barriers to determine if they are complying with general direction of Project Specifications.
  7. Report to City if Contractor varies from agreed upon schedule.
  8. Report to City if Contractor varies from agreed upon scope.
- D. Observation Service shall make final visual observation of entire Abatement Project and is required to:
1. Compile list of items required to be revised or replaced.
  2. Deliver copy of list to Contractor, City, and others as appropriate.
  3. Verify proper revision or replacement of items on list.

### **3.02 AIR MONITORING**

- A. Observation Service shall perform the following air monitoring throughout Project to ensure Work is done in conformance with fiber concentration limits of local Air Pollution Control District Regulations. Fiber counting conducted by PCM methods shall be performed as described in NIOSH Method 7400 or P&CAM 239. Analysis by TEM methods shall be conducted as described in EPA Yamate Level II.
1. Provide Area Monitoring (benchmarking) prior to isolation and plasticizing operations for each Work Area.
  2. Provide Area Monitoring and establish fiber level and TWA during first possible exposure to airborne concentrations of asbestos at start of work. Thereafter, provided same type of Work is being performed, provide Area Monitoring inside Work Area, within breathing zone of selected Contractor's employees

(personnel monitoring) and at critical locations adjacent to Work Area, including differential pressure equipment's exhaust for the duration of the Work Shift. At discretion of City, more frequent monitoring of Work Area may be required. Perform the following minimum sampling requirements:

<u>Areas to be Sampled</u>	<u>Minimum No. of Samples</u>	<u>Volume</u>
Per Work Area	3 per day	480 liters
Outside Work Area	3 per day	1200 - 2000 liters
Personnel	4 per day	480 liters

3. Observation Service, upon receipt of clearance certification from Contractor, shall take one (1,200-2,800 liters) air sample "Clearance Test" upon completion of each Work Area. Except where debris has been removed from a soil surface, samples shall be collected using aggressive air sampling techniques. For the purpose of this work, decontamination shall be defined as an air sample PCM method or TEM analysis. TEM analysis shall be performed if two consecutive PCM tests fail to provide work area clearance.
4. Observation Service shall Report area air monitoring results collected inside this work area to Contractor and City Inspector prior to start of work on the following day.

### **3.03 FIELD QUALITY CONTROL**

- A. During progress of Project, Observation Service shall:
  1. Make visual observations and compile daily written Field Reports described in this Section and deliver one copy to City Inspector on a daily basis and/or to Project Manager as requested.
  2. Advise Contractor on the job as to unacceptable methods and procedures and unacceptable results when so observed or monitored by Observation Service.
  3. Ensure daily all workers meet training requirements; disallow entry for workers who do not meet or cannot prove qualifications.
  4. Ensure warning signs and warning barriers are in appropriate locations.
- B. In connection with this Project, "unacceptable methods and procedures, and unacceptable results" shall mean methods and results other than the following:
  1. Those recommended by manufacturer of approved products and materials.
  2. Those required by pertinent regulations of governmental agencies having jurisdiction.
  3. Those required by these Specifications.
  4. Those agreed upon at pre-project meeting.
- C. Observation Service is not empowered to perform the following:
  1. Act for, or in lieu of, representatives of governmental agencies having jurisdiction other than City.

2. Give directions to Contractor, Subcontractor or Workers on the job beyond authority of Observation Service in these Specifications or agreed to at pre-project meeting.
  3. Revise any part or scope of Contract documents.
  4. Approve any change in methods agreed upon at pre-project meeting.
- D. Failure of Observation Service to notice unacceptable methods and procedures or unacceptable results during progress of work will not absolve Contractor from responsibility to complete Work in accordance with specified requirements and agreed methods.
- E. Prior to commencement of Work, Observation Service shall obtain copy of manifests, certificates and notifications from City's Inspector and review and recommend for approval by City; including, but not limited to the following:
1. Hazardous Waste Transport Manifest:
    - a. Generator Copy.
    - b. TSDf Copy to Generator.
    - c. Land Disposal Restriction Notice and Certificates.
  2. Notifications:
    - a. Air Pollution Control District.
    - b. NEShAPS (when required).
    - c. Regional District (when required).

### **3.04 STOPPING THE WORK**

- A. If, at any time, City or Observation Service decides Work practices are violating Specifications, or City, Federal or local regulations to extent of potential endangerment of building users, workers, City employees or public, it will immediately notify Contractor (followed up in writing) that operations shall cease until corrective action is taken by Contractor. Contractor shall take such corrective action before proceeding with Work. Loss or damage due to Stop Work Order(s) shall be Contractor's responsibility. A Stop Work Order, issued by City or Observation Service shall become effective immediately.

### **3.05 RECORD REPORT**

- A. Refer to specification section exhibit A for copy of Survey Edit Report(s) showing asbestos conditions covered in Scope of Work, and document comments or changes to report, to provide for a Record Report of all abatement activities accomplished as part of this Work.
- B. Abatement Project Management and Inspection:
1. Owner has the right to perform air and performance monitoring at any time.
  2. The Owner has unlimited access to the regulated and surrounding areas at all times during progress of the Work, including, but not limited to, use of ladders, scaffolds, and other equipment required to gain access to the Work surfaces.



C. Work Area Monitoring:

1. Visual inspections and air testing may be performed at any time during the progress of the Abatement Work. Provide corrective measures as required to maintain the Work area in compliance with this Specification and all regulatory requirements.

D. Contractor's Employee – Personal Air Monitoring:

1. Provide air monitoring as required California Code of Regulations, Title 8, Section 1529. Results shall be provided to the Owner Consultant within ten (10) working days of sampling. Negative Exposure Assessments utilizing prior project monitoring require submittal of applicable data for approval before work proceeds.

E. Clearance Air Monitoring:

1. Following the completion of Abatement Work and clean up operations, lock down coat application, and visual inspection by the Owner, clearance air monitoring shall be performed by the Owner Consultant.
2. The Owner Consultant shall arrange for sampling of the air in the Abatement Work area for airborne fiber concentrations. Unauthorized interference or tampering with air sampling equipment may result in termination of the Contract and/or removal of the Abatement Contractor from the List of Prequalified Abatement Contractors.
3. If air-sampling results are within the limits of 40 CFR, Part 763, Subpart E (AHERA), the Abatement Work area shall be released for occupancy.
4. Areas failing clearance monitoring shall be cleaned as required in sub-section 3.08, CLEAN UP PROCEDURES, and tested until satisfactory levels are provided in accordance with this Specification where required.

### **3.06 RE-ESTABLISHMENT OF THE WORK AREA AND SYSTEMS**

- A. Reestablishment of the Work area shall only occur following the completion of final inspection and clearance air monitoring.
- B. All critical barriers shall be removed at this time.
- C. Accompanied by the Owner Consultant, visually inspect the Abatement Work area for any remaining visible residue. Evidence of contamination will require additional cleaning requirements.
- D. Install and secure Moveable Objects.
- E. Relocate Moveable Objects that were removed to temporary locations back to their original positions.
- F. Reestablish HVAC, mechanical, and electrical systems to the condition prior to commencement of the Work of this section.
- G. Repair all areas of damage deemed to be a result of the Abatement Work.

- H. Restore the Work area and auxiliary areas utilized during the Abatement to conditions equal to or better than original. Any damage caused during the performance of Abatement Work, including, but not limited to, damage caused by tape, adhesive, staples, nails, water, Encapsulating Material, or any other material shall be repaired as required.
- I. Prior to occupancy of a space following clearance monitoring, all HVAC systems filters associated with the Work area shall be removed and disposed of as Asbestos waste. Decontaminate filter assembly and surrounding area with HEPA Vacuums and wet cleaning methods.

END OF SECTION

**SECTION 01500**  
**CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. All Work specified herein shall be performed in a workmanlike manner and shall be in accordance with applicable codes; OSHA regulations, ANSI Standards, NFPA Codes, and other applicable governing regulatory agencies, and conform to the rules and recommendations of franchised utility companies. The Contractor shall specifically comply with NFPA Code 241, "Building Construction and Demolition Operations," ANSI-A1 Series standards "Safety Requirements for Construction and Demolition," and NECA Electrical Design "Temporary Electrical Facilities."
- B. Specific administrative and procedural minimum actions, as specified in this Section, are extensions of provisions in other Contract Documents. Nothing in this Section is intended to limit the types and amounts of temporary work required, and no omission from this Section will be recognized as an indication by the City or the Architect that such temporary activity is not required for successful completion of the Work and compliance with requirements of the Contract Documents. The Contractor shall determine its needs for temporary utility services and shall make arrangements with the City to obtain such services.
- C. Contractor shall be responsible for all costs for installation, consumption and distribution of temporary electrical and water service.
- D. Contractor shall remove temporary facilities and controls, including associated materials and equipment, when their use is no longer required and:
  - 1. Restore and recondition areas of the site damaged or disturbed by temporary facilities and controls or their installation.
  - 2. Remove and properly dispose of debris resulting from removal and reconditioning operations.

**1.02 TEMPORARY UTILITIES**

- A. The Contractor, at its expense and in a manner satisfactory to the City, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance by the City, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- B. Electric Power and Lighting:
  - 1. Distribute electric power and lighting as required for the performance of the Work.
  - 2. Temporary work up to the City's Electrical system may be used for construction purposes.

C. Heat and Ventilation:

1. Provide temporary heat as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions.
2. Portable heaters shall be standard units complete with controls.
3. Provide adequate forced ventilation of enclosed areas as required for proper installation and curing of materials, to disperse humidity and to prevent hazardous accumulations of dust, fumes, vapors and gases.

D. Water:

1. Temporary hookup to the City's potable water system may be used for construction purposes by the contractor, as approved by the City.
2. The contractor, if necessary, shall install temporary branch piping with taps located so that water for construction purposes is available throughout the work area.
3. Contractor shall make potable water available for human consumption and hand washing.
4. Contractor shall provide temporary sanitary facilities.

E. Fire Protection:

1. Provide and maintain fire extinguishers, fire hoses and other equipment as necessary for proper fire protection during the progress of the Work. Such equipment shall be designated for use for fire protection only.

**1.03 EXISTING UTILITIES AND SERVICES**

- A. No interruptions to the City's power, lighting, signal, telephone, alarms, sprinkler, water, sanitary or storm sewers will be permitted without the written permission of the City. Arrangements for interruptions shall be made with the City through the contractor and shall be of such time and duration as authorized. All such disruptions of services shall be limited to the minimum amount of time required to perform the Work on a continuous basis.
- B. Utilities and/or other services which are shown, or not shown but encountered, shall be protected by the contractor from damage unless or until such utilities and / or services are abandoned. If the utilities and/or services are not abandoned at time of damage, the contractor shall immediately repair any damage caused by its operations and shall restore the utilities and / or services to an equal or better condition than that which existed prior to the damage. The contractor shall provide and maintain required temporary services while repairs to damaged services are being made, at no cost to the City.
- C. The contractor shall provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations, encountered during its excavation work, to protect them from collapse or movement, or other type of damage until such time as they are to be removed, incorporated into the new

work or can be properly backfilled upon completion of new work. The contractor shall contact the appropriate utility companies for the location of existing underground services.

#### **1.04 BARRIERS AND ENCLOSURES**

- A. Provide and maintain suitable temporary barriers as required to prevent public entry; protect the Work and existing facilities, persons, and trees and plants from damage or injury from construction operations.
- B. Should regulatory requirements necessitate the construction of temporary barriers, barricades, or pedestrian walkways not indicated or specified, construct same at no increase in Contract Amount. Paint such items with primer and finish coat in color selected by the City.
- C. Maintain temporary barriers in a structurally sound condition, with an orderly, neat appearance and relocate as required by the progress of the Work.

#### **1.05 SECURITY**

- A. Secure, maintain and protect the Work, stored materials, equipment and temporary facilities until time of acceptance or such earlier time as City may choose to assume such responsibility.
- B. Security and protection methods shall be subject to the City approval.

#### **1.06 TEMPORARY CONTROLS**

- A. Noise and Dust Control:
  - 1. The Contractor shall be responsible for complying with the requirements of the City and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Code of Federal Regulations, Title 40, Part 204). The Contractor shall be solely responsible for maintaining all areas of the Work free from all materials and products that by becoming airborne may cause respiratory inconveniences to personnel. Damages and/or any liability derived from the Contractor's failure to comply with these requirements shall be the sole cost of the Contractor, including all penalties incurred for violations of local, state and/or federal regulations.
  - 2. The Contractor shall be fully and solely responsible for maintaining and up keeping all areas of the Work and Project Premises, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust in general as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or other elements that may accumulate on top of equipment, on walls, on floors, furniture and/or any other permanent or movable items. Prior to the commencement of any Work, the Contractor shall determine the probabilities of creating such an environment and provide all of the necessary protective equipment and/or items to contain the dust or airborne elements under a complete and secured control. Such protection devices,

systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable; State and/or Federal regulations.

3. The Contractor shall be the sole party responsible to clean up and remove any and all deposits of dust and other elements. Damages and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of local, state and/or federal regulations, and any amounts expended by the District to pay such damages shall be due and payable to the District.
- B. Water: Surface and subsurface water and other liquids, shall not be permitted to accumulate in or about the Project site and vicinity thereof. Should such conditions develop, control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping drainage lines, troughs, ditches, dams or other methods approved by the City.

#### **1.07 FIELD OFFICES, PARKING AND STORAGE SHEDS**

- A. Owner Field Office: **NOT USED**.
- B. Contractor's Field Office: The City has allocated an area to be used for the placement of the contractor field office and / or staging area. The contractor shall submit a proposed layout for the use of this area within five (5) days prior to the Notice to Proceed. The City will within five (5) days thereafter review and approve such plan. If additional area is needed, the contractor shall make arrangement secure property offsite.
- C. Contractor vehicles will only be permitted to park within the contractor staging area. No contractor or subcontractor employee parking will be allowed in the City parking lot.
- D. Field offices and storage sheds shall be removed from the site as soon as progress of the work permits.
- E. The contractor staging area shall be delineated and secured with temporary chain link fencing and include visual obstruction screen.
- F. The Contractor's Operations and Storage Yard and access thereto shall be kept neat and orderly throughout construction and all deficiencies in the maintenance of this area shall be promptly corrected by the Contractor.
- G. The Contractor's Operations and Storage Yard shall be restored to a condition equal to the condition prior to the start of construction and equal to the condition of areas adjacent to the Site and approved by the Engineer. Stock piling of the earth and pavement material will not be permitted. Stock piling of all other material shall be at the discretion of the Engineer.

**END OF SECTION**

**SECTION 01525**  
**SAFETY REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 PROGRAM**

- A. Contractor shall develop and maintain for the duration of this project, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.
- B. Conduct whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the construction of the project. This requirement shall apply continuously and not be limited to normal working hours.
- C. The duty of the City Engineer is to conduct construction review of the Contractor's performance and is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.
- D. Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these specifications. Where any of these are in conflict, the more stringent requirements shall prevail. Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

**1.02 SUBMITTALS**

- A. Accident Prevention Plan (APP): Submit the APP to the Engineer 15 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP.
- B. Activity Hazard Analysis (AHA): Submit the AHA for review at least 15 calendar days prior to the start of each phase.
- C. Accident Reports Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

**1.03 SITE QUALIFICATIONS, DUTIES AND MEETINGS**

- A. Personnel Qualifications
  - 1. Site Safety and Health Officer (SSHO): Site Safety and Health Officer shall be provided at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The Contractor Quality Control (QC) person can be the SSHO on this project. The SSHO shall meet the following requirements:
    - A minimum of 5 years safety work on similar projects.
    - 30-hour OSHA construction safety class or equivalent within last 5 years.
    - An average of at least 24 hours of formal safety training each year for the past 5 years.
    - Competent person training as needed.

## B. Personnel Duties

### 1. Site Safety and Health Officer (SSHO)/Superintendent:

- a) Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily quality control report.
- b) Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.
- c) Maintain applicable safety reference material on the job site.
- d) Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.
- e) Implement and enforce accepted APPS and AHAs.
- f) Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.
- g) Ensure sub-contractor compliance with safety and health requirements. Failure to perform the above duties will result in dismissal of the superintendent and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

## C. Meetings

### 1. Preconstruction Conference:

- a) Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).
- b) The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Engineer's representative as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.
- c) Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and resubmit it for acceptance. Work shall not begin until there is an accepted APP.

2. Safety Meetings: Safety meetings shall be conducted and documented as required by Contractor Safety Program. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractor's daily quality control report.

## END OF SECTION



**SECTION 01565**  
**STORM WATER POLLUTION PREVENTION (SWPP)**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Preparation, implementation and monitoring of Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharges of pollutants from the construction site into the receiving waters. This includes elimination of non-storm water pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas.
- B. Compliance with all local, state and federal regulations governing storm water discharges associated with construction activities such as, but not limited to clearing, excavating, grading, demolition and other land disturbances.
- C. Payment of application and annual fees required by the State Water Resources Control Board (SWRCB) within the duration of the construction contract will be made by City.
- D. Certification that the construction project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP).

**1.02 REFERENCES**

- A. National Pollutant Discharge Elimination System (NPDES) General Permit No CAS000002.
- B. State Water Resources Control Board (SWRCB) Water Quality Order 9908DWQ.
- C. Storm Water Best Management Practice Handbook (BMP Handbook) published by California Storm Water Quality Association (CASQA).

**1.03 SUBMITTALS**

- A. Submit for approval the Storm Water Pollution Prevention Plan fourteen (14) Days after issuance of Notice to Proceed.
- B. Submit inspection logs and certifications as required by Applicable Laws.
- C. Submit site monitoring reports as required by Applicable Laws.

**PART 2 - PRODUCTS – Not used**

**PART 3 - EXECUTION**

**3.01 SWPPP PREPARATION AND APPROVALS**

- A. Prepare SWPPP as required to comply with storm water regulations which specifies Best Management Practices (BMP) for the purpose of preventing the discharges of pollutants from the construction site into the receiving waters.
- B. For project sites with land disturbance of less than one (1) acre, the Contractor shall prepare and submit to the District the SWPPP for review and approval.
- C. In addition to the above requirements, if the project site in which there is or will occur land disturbance of one (1) acre or more, the Contractor shall submit to the District a Notice of Intent as required by SWRCB with the appropriate filing fee.

### **3.02 SWPPP IMPLEMENTATION**

- A. The Contractor shall implement the SWPPP as follows:
  - 1. Install perimeter controls prior to starting construction work.
  - 2. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drains.
  - 3. Designate personnel for the proper implementation of the SWPPP.
  - 4. Revise the SWPPP to suit changing site conditions and also when properly installed systems are ineffective.

### **3.03 SWPPP MONITORING**

- A. The Contractor shall conduct examination of storm water pollution prevention controls monthly, as well as before and after each storm and each 24-hour period during extended storm events.
- B. The Contractor shall prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.
- C. Distribute copies of the SWPPP to the Superintendent, Subcontractors and City. One (1) copy shall be posted on site at all times.

### **3.04 SWPPP LIABILITIES AND PENALTIES**

- A. Review of the SWPPP and inspection logs by the City Project Manager shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.
- B. Payment of Penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the City.
- C. Compliance with the Clean Water Act pertaining to construction activities is the sole responsibility of the Contractor. For any fine(s) levied against the City due to non-compliance by the Contractor, the City will have the option to either require payment by Contractor of, or deduct from the Final Payment due the Contractor, the total amount of the fine(s) levied on the City and associated costs.

### **3.05 SWPPP DOCUMENTATION**

- A. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the City. Left in place controls will be maintained by the City.
- B. Provide site monitoring reports, SWPPP revisions, Compliance Certifications and related documents to the City. Post-Construction storm water operation and management plan as mentioned in the compliance certifications shall be in place at the completion of the Construction Contract.
- C. The Contractor shall submit to the City a completed Notice of Intent for any change of information.
- D. The Contractor shall submit to the City at the completion of the construction Contract, a completed Notice of Termination (NOT) as required by SWRCB to terminate the coverage under the general permit.

### **END OF SECTION**

**SECTION 01600**  
**PRODUCT REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. This Section includes administrative and procedural requirements for selection of products for use in the Project, product delivery, storage, and handling, and manufacturers' standard and special warranties on products.

**1.02 DEFINITIONS**

- A. Products: Items to be purchased 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, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  3. Comparable Product: Product that is demonstrated and approved through the substitution process 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 a listed product.
  4. Basis-of-Design Products: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers. Submission for approval of a Basis-of-Design product which is not of a named Manufacturer is to be through the Substitution process
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Substitutions include Comparable Products, or Basis-of-Design Products from a Manufacturer not named in the Specifications.
- C. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and endorsed by manufacturer.
- D. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for the City.

### **1.03 QUALITY ASSURANCE**

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

### **1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Product Delivery; Schedule deliveries in accordance with the project schedule, to minimize storage time at Project site, and to prevent overcrowding of construction areas.
  - 1. 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.
  - 2. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- B. Storage: Maintain adequate storage facilities for the protection of materials and equipment. All materials and equipment shall be properly stored to insure their quality and fitness of their work. On-site storage shall be limited to the locations shown on the Site Plan. Should the construction site not have adequate on site storage, the Contractor shall make arrangements and provide off site material storage.
  - 1. Any storage of materials on City property outside of the Contractor's work area or within existing City facilities is to be pre-approved by the City.
  - 2. Store products to allow for inspection and measurement of quantity of units.
  - 3. Store materials in a manner that shall 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.
  - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- C. Off Site Storage: No payments shall be made for material stored off site without prior approval.
- D. Materials Provided by Others: Where material is specified to be furnished by others or furnish and delivered only, the Contractor shall be responsible for scheduling the delivery, storing, handling, relocating, hoisting, distributing, layout and installing.

### **1.05 PRODUCT WARRANTIES**

- A. Warranties specified in other Sections shall 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.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

## **1.06 PRODUCT OPTIONS**

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that 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. The City reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Where products are accompanied by the term "match sample," sample to be matched is per Architect's recommendation and selection.
  - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
  - 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Section 01631 – "Substitutions" to obtain approval for use of an unnamed product.
- B. Product Selection Procedures: Procedures for product selection include the following:
  - 1. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
  - 2. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

3. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed.
5. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by one of the other named manufacturers.

**PART 2 - Not Used**

**PART 3 - Not Used**

**END OF SECTION**

**SECTION 01631**  
**EQUALS AND SUBSTITUTIONS**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. This Section includes administrative and procedural requirements for handling requests for equals and substitutions made after award of the Contract.

**1.02 DEFINITION**

- A. Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract.
  - 1. Equal: Any deviation from the specification which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is recognized and accepted as substantially equal to the first listed manufacturer or first listed procedure specified, after review, by the Architect and may be rejected or approved at the sole discretion of the City. All equals must be substantially equivalent to the first manufacturer or first procedure listed in the Specifications with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended; size, rating and cost. The equal does not constitute a modification in the scope of Work, the Schedule or Architect / Engineer's design intent of the specified material, device, procedure, equipment, etc.
  - 2. Substitution: Any deviation from the specified requirements, which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is not recognized or accepted as equal to the first manufacturer or procedure listed in the Specification after review by the Architect and may be rejected or approved by the CITY. The Substitution is not equal to the specified requirement in comparison to the first manufacture or first procedure listed in the Specifications in one or more of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended; size; cost and rating. The Substitution constitutes a modification in the scope of Work, the Schedule or the Architect / Engineer's design intent of the specified material, device, procedure, equipment, etc.
  - 3. The following are not considered to be requests for Equals or Substitutions:
    - a. Revisions to the Contract Documents requested by the City or Architect.
    - b. Specified options of products and construction methods included in the Contract Documents.

### 1.03 SUBMITTALS

- A. Equals and Substitution Request Submittals: The City will consider requests for equals or substitutions if received within reasonable time.
1. The Contractor is required to prepare and submit 3 copies of the required data for the first manufacturer listed or procedure listed in the specifications section with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended including the size, rating and cost. All submissions must include all the required data for the first listed manufacturer or procedure as specified, as well as the required data for the proposed Equal or Substitution. This will enable the City and Architect to determine that the proposed Equal or Substitution is or is not substantially equal to the first listed manufacturer or procedure.
  2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
  3. Provide complete documentation showing compliance with the requirements for equals or substitutions, and the following information, as appropriate:
    - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the City and separate contractors that will be necessary to accommodate the proposed Equal or Substitution.
    - b. A detailed comparison chart of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
    - c. Product Data, including Shop Drawings and descriptions of products and fabrication and installation procedures shall be included.
    - d. Include samples, where applicable and / or requested.
    - e. A statement indicating the effect on the Contractor's Construction Schedule or CPM Schedule compared to the schedule without approval of the Equal or Substitution. Indicate the effect on overall Contract Time.
    - f. Cost information, broken down, including a proposal of the net change, if any in the Contract Sum.
    - g. A Contractor's certification letter that the proposed Equal or Substitution conforms to requirements in the Contract Documents and is appropriate for the applications indicated.
    - h. The Contractor will waive rights to additional payment or time that may subsequently become necessary because of the failure of the Equal or Substitution to perform adequately.



4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one week of receipt of the original request for equal or substitution request. The Architect will notify the City of recommended acceptance or rejection of the proposed equal or substitution, within one (1) week of receipt of the request, or one (1) week of receipt of additional information or documentation, whichever is later. The City will give final acceptance or rejection not less than one (1) week after notification from Architect.
  - a. Any request deemed an "Equal" and accepted by the City or Architect will result in written notification to the Contractor and will not be in the form of a change order for an "Equal".
  - b. Any request deemed a "Substitution" and rejected or approved by Architect or City may result in written notification to the Contractor and may be in the form of a change order if the "Substitution" is approved.

## **PART 2 - PRODUCTS**

### **2.01 EQUAL OR SUBSTITUTIONS**

- A. Conditions: The Architect will consider the Contractor's request for Equal or Substitution of a product or method of construction when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests to the City without action except to record noncompliance with these requirements.
  1. The proposed request does not require extensive revisions to the Contract Documents.
  2. The proposed request is in accordance with the general intent of the Contract Documents.
  3. The proposed request is timely, fully documented, and / or properly submitted.
  4. The proposed request can be provided within the Contract Time. However, the Architect will not consider the proposed request if it is a result of the Contractor's failure to pursue the Work promptly or coordinate activities properly.
  5. The proposed request will offer the City a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the City must assume. However, if the proposed request requires the City to incur additional responsibilities, including but not limited to, additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the City or similar considerations, then the City will have just cause to reject the request for Equal or Substitution.
  6. The proposed request can receive the necessary approvals, in a timely manner, required by governing authorities having jurisdiction.
  7. The proposed request can be provided in a manner that is compatible with the Work as certified by the Contractor.

8. The proposed request can be coordinated with the Work as certified by the Contractor.
  9. The proposed request can uphold the warranties required by the Contract Documents as certified by the Contractor.
- B. The Contractor's submission and the Architect's review of Submittals, including but not limited to, Samples, Manufacturer's Data, Shop Drawings, or other such items, which are not clearly identified as a request for an Equal or Substitution, will not be considered or accepted as a valid request for an Equal or Substitution, nor does it constitute an approval.

**PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION**

**SECTION 01783**  
**PROJECT RECORD DOCUMENTS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements for Project Record Documents.

**1.02 PROJECT RECORD DOCUMENTS**

- A. General contractor shall not use Record Documents for construction purposes. Contractor shall protect from deterioration and loss in a secure, fire-resistive location; provide access to Record Documents for City and Architect's reference during normal working hours.
- B. Contractor shall record information continuously as Work progresses. Contractor shall not conceal Work permanently until all required information is recorded. Contractor shall:
1. Maintain a clean, undamaged set of black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately.
  2. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  3. Legibly and to scale, mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the work.
  4. Mark new information that is important to the City, but was not shown on Contract Drawings or Shop Drawings. Record actual construction, including:
    - a. Measured depths of foundations and footings encountered, measured in relation to finish First Floor datum.
    - b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent ground improvements.
    - c. Field changes of dimension and detail.
    - d. Details not on original Contract Drawings. Application of copies of details produced and provided by Architect during construction will be accepted.
    - e. Permanent Room names and Room numbers.
  5. Note all related Change Order, Field Memos and RFI numbers where applicable.
  6. Store Record Documents separate from documents used for construction.

C. Record Specifications: Contractor shall record changes made by Addenda, Change Order, Field Memo and/or RFI. Contractor shall legibly mark and record in red ink actual Products installed or used, including:

1. Manufacturer's name and product model or catalog number.
2. Product substitutions or alternates utilized.

D. Submission:

1. Contractor shall keep Project Record Documents current, as they will be reviewed for completeness by City, Inspector, and Authorized Representative as condition for certification of each Progress Payment Application.
2. Prior to the date of the Notice of Completion, Contractor shall submit marked Record Documents to Architect for review and approval. Provide city with original Record Documents and with one digital copy on compact disc.

**PART 2 - PRODUCTS** - Not Applicable to this Section.

**PART 3 - EXECUTION** - Not Applicable to this Section.

**END OF SECTION**

**SECTION 01785**  
**CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. This Section includes administrative and procedural requirements for handling contract closeout procedures.

**1.2 CLOSEOUT PROCEDURES**

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for final review by CITY.
- B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

**1.3 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Replace filters of operating equipment.
- E. Clean all areas including rooms, hallways, ventilation and drainage systems.
- F. Remove waste and surplus materials and construction facilities from site.

**1.4 STARTING OF SYSTEMS**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify City seven (7) days prior to start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative or Contractors' personnel in accordance with manufacturers' instructions.

**1.5 DEMONSTRATION AND INSTRUCTIONS**

- A. Demonstrate operation and maintenance of products to City personnel two (2) weeks prior to date of final inspection.

- B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with City personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- E. Required instruction time for each item of equipment and system is specified in individual sections.

## **1.6 PROJECT RECORD DOCUMENTS**

- A. Submit record documents to City prior to Application for Final Payment.

## **1.7 OPERATION AND MAINTENANCE DATA**

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages three D side ring binders with durable covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project and subject matter of binder when multiple binders are required.
- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.

- d. Photocopies of warranties.

## **1.8 MANUAL FOR MATERIALS AND FINISHES**

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. City will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by City, submit documents within ten (10) days after acceptance.
- C. Submit two (2) sets of revised final volumes in final form within ten (10) days after final inspection.
- D. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations and include information for re-ordering custom manufactured products.
- E. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- F. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.

## **1.9 MANUAL FOR EQUIPMENT AND SYSTEMS**

- A. Submit two copies of draft or proposed formats and outlines of contents before start of Work. City will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by City, submit documents within ten (10) days after acceptance.
- C. Submit two (2) sets of revised final volumes in final form within ten (10) days after final inspection.
- D. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- E. Maintenance Manuals shall include:
  - 1. Operating Procedures, including start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.
  - 2. Routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
  - 3. Servicing and lubrication schedule with list of lubricants required.
  - 4. Manufacturer's printed operation and maintenance instructions.
  - 5. Sequence of operation by controls manufacturer.

6. Original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
7. Control diagrams by controls manufacturer as installed.
8. Contractor's coordination drawings with color coded piping diagrams as installed.
9. Charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
10. Color coded wiring diagrams as installed.

#### **1.10 SPARE PARTS AND MAINTENANCE PRODUCTS**

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to project and place in location as directed by City; obtain receipt prior to final payment.

#### **1.11 GUARANTIES, WARRANTIES AND BONDS**

- A. Standard Guaranty: Guarantee Work executed under this Contract to be free of defects of workmanship and materials for a period of one year after completion and acceptance by the City. Submittal not required for standard one year guaranty for Work of this project.

**PART 2 PRODUCTS** - Not Used

**PART 3 EXECUTION** - Not Used

**END OF SECTION**