



# City of Sacramento City Council

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915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 12/4/2012

**Report Type:** Consent

**Title: Contract: Design-Build Contract for the City Hall Garage Revitalization Project  
(V15510000, V15420000, V15510000, V15520000)**

**Report ID:** 2012-00935

**Location:** 1000 I Street, District 1

**Recommendation:** Pass a Motion authorizing the City Manager or the City Manager's designee to execute a design-build contract with Otto Construction for the City Hall Garage Revitalization Project in an amount not to exceed \$1,300,000.

**Contact:** Yadi Kavakebi, Facilities & Real Property Management Superintendent, (916) 808-8432, General Services Department

**Presenter:** None

**Department:** General Services Dept

**Division:** Facility & Real Property Manag

**Dept ID:** 13001511

## **Attachments:**

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1-Description/Analysis

2-Contract with Otto Construction

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## **City Attorney Review**

Approved as to Form  
Kourtney Burdick  
11/29/2012 8:56:03 AM

## **City Treasurer Review**

Reviewed for Impact on Cash and Debt  
John Colville  
11/16/2012 8:01:38 AM

## **Approvals/Acknowledgements**

Department Director or Designee: Reina Schwartz - 11/19/2012 12:33:05 PM



## Description/Analysis

**Issue:** On October 2, 2012, City Council adopted Resolution No. 2012-340 suspending competitive bidding in the best interests of the City for the City Hall Garage Revitalization Project so that the City could utilize the design-build project delivery approach to complete the sign, awning, structural and miscellaneous repair, and paint work for the project. On October 10, 2012, the Department of General Services issued a Request for Proposals (RFP) for design-build services for the project. Three responses were received and Otto Construction was selected as the most qualified and responsive firm. The design-build contract with Otto Construction includes a guaranteed maximum price (GMP) to provide the following improvements:

- Remove all existing awnings
- Repair structural and miscellaneous damages to the garage
- Paint the interior and exterior of the garage
- Create a signage program for both the interior and exterior of the garage that may include new signage for ground floor tenants, enhanced garage identification, main entrance and exit signage, and interior wayfinding signage.

**Policy Considerations:** This project is consistent with the City's Strategic Plan goal to achieve sustainability and livability by improving and expanding services to the local community and Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

**Economic Impacts:** None

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The Environmental Services Manager has determined that the proposed project is exempt from CEQA pursuant to CEQA Guidelines sections 15301(d) and 15302(c). The project involves the repair and maintenance of an existing facility, and replacement of deteriorated facilities. The project involves negligible or no expansion of use beyond that existing at the time of the lead agency's determination, and would have no significant effect on the environment.

**Sustainability:** Not applicable

**Commission/Committee Action:** None

**Rationale for Recommendation:** On October 10, 2012, the Department of General Services issued RFP No. P13131541100 for design-build services for the City Hall Garage Revitalization project. Responses were received from Unger Construction/Dreyfuss & Blackford, Roebbelen/HRGA Architecture, and Otto Construction/Williams + Paddon.

A selection committee comprised of staff from the City Hall Garage retail tenants, the Downtown Sacramento Partnership, the Department of Public Works, and the Department of Community Development evaluated the responses to the RFP based on previous experience with parking garage facilities, using the design-build project delivery approach on similar size projects, the experience of the proposed team working together on previous design-build projects, and each firm's commitment to completing the project within the timeline given. Otto Construction was selected as the most qualified and responsive firm.

**Financial Considerations:** Funding for the recommended design-build contract with Otto Construction in the amount of \$1.3 million will be provided from the Parking Garage Structural Repairs Project (V15210000, Parking Fund, Fund 6004), the Mechanical/Electrical Equipment Repair Project (V15420000, Parking Fund, Fund 6004), the Parking Facility Painting & Signage Project (V15510000, Parking Fund, Fund 6004), and the Signs & Striping for Parking Facilities Project (V15520000, Parking Fund, Fund 6004). Sufficient funding exists in these projects to execute the recommended contract.

**Emerging Small Business Development (ESBD):** Otto Construction is not certified as an emerging/small business enterprise.



Requires Council Approval:  No  YES Meeting: 12-4-12

Real Estate  Other Party Signature Needed  Recording Requested

General Information

Type: Public Improvement Formal Bid-Construction	PO Type:	Attachment: Original No.:
\$ Not to Exceed: \$ 1,300,000.00		Original Doc Number:
Other Party: OTTO CONSTRUCTION		Certified Copies of Document::
Project Name: City Hall Parking Garage Revitalization Project		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: V15510000	Bid Transaction #: P13131541100	E/SBE-DBE-M/WBE: 20%

Department Information

Department: General Services  
 Project Mgr: Yadi Kavakebi  
 Contract Services: Tim Hopper  
 PM Phone Number: 808-8432  
 Division: Architecture & Engineering  
 Supervisor: na  
 Division Mgr: Gary Szydelco  
 Org Number: 13001551  
 Date: 11-21-12  
 Comment: Design-Build Contract

Review and Signature Routing

Department	Signature	Date
Project Mgr:		
Contract Services:	<i>T. Hopper</i>	11-27-12
Supervisor:		
Division Manager:		
City Attorney	Signature or Initial	Date
City Attorney:	<i>ACB</i>	11/20/12

Call Tim Hopper x8173  Notify for Pick Up

Authorization	Signature	Date
Schwartz, Reina Department Director:		
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing	
Finalized:	
Initial:	
Date:	
Imaged:	
Initial:	
Date:	
Received:	
<small>(City Clerk Stamp Here)</small>	

Project: **City Hall Garage Revitalization Project**  
Project Number: (V15510000)/P13131541100  
Department: General Services  
Division: Facilities & Real Property Management

City of Sacramento

**DESIGN-BUILD CONTRACT WITH A  
GUARANTEED MAXIMUM PRICE (GMP)**

THIS CONTRACT, dated for identification DECEMBER 4, 2012, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and:

DESIGN-BUILDER:  
Otto Construction

PROJECT:  
City Hall Garage Revitalization

Sacramento California,

**1.00 PROJECT DESCRIPTION**

This project involves the design, review, coordination, permitting, construction and commissioning for The City Hall Garage Revitalization project to be located at 1000 I St., Sacramento CA 95814.

**2.00 SCOPE OF WORK**

Design-Builder shall perform all design, construction services, support services, and provide all material, equipment, tools, and labor necessary to complete the Work described in and reasonably inferable from the Contract Documents.

**3.00 CONTRACT DOCUMENTS**

- A. The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Contract:
1. This Contract
  2. General Conditions (Exhibit A)
  3. Special Conditions (Exhibit B)
  4. Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager
  5. Construction Guidelines and Requirements (Exhibit F)
  6. Design Guidelines (Exhibit G)

7. Project Criteria as defined in the RFQ/RFP documents
8. Division 1 Specifications (Exhibit I)
9. Guaranteed Maximum Price (GMP) accepted by City (Appendix J to the RFQ/RFP)
10. Construction Drawings and Specifications prepared by Design Build team
11. The Emerging and Small Business Enterprise (E/SBE) Requirements
12. The M/WBE Requirements Under the United States Department of Housing Urban Development
13. The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance (Exhibit E)
14. The City's Reference Guide for Construction Contracts
15. The drawings and other data and all developments thereof prepared by Design-Build team pursuant to this Contract.
16. Professional Hourly Rates (Exhibit H)

Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

The GMP set forth may be superseded or amended by designs, decisions, or changes / modifications completed during Work, if both parties specifically acknowledge and mutually accept the itemized changes / modifications in writing.

Items 1 – This Contract, 2 – General Conditions, 3 – Special Conditions, 4 – Standard Specifications, or 5 – Construction Guidelines and Requirements are not subject to revision unless initiated and approved in writing by CITY.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager, but limited to the following sections:

- Section 5 - Control of Work and Materials
- Section 6 - Legal Relations and Responsibilities
- Section 7 - Prosecution and Progress
- Section 10 - Construction Materials
- Section 11 - Pre-Construction Photographs
- Section 12 - Clearing and Grubbing, Tree Removal
- Section 13 - Existing Facilities
- Section 14 - Earthwork, Excavation, Embankment and Sub-Grade
- Section 15 - Water Use In Construction
- Section 16 - Water Quality Control
- Section 17 - Laying Aggregate Base
- Section 18 - Headers
- Section 19 - Portland Cement Concrete Pavement, Joints and Curing
- Section 20 - Concrete Structures
- Section 21 - Placing Steel Reinforcement
- Section 22 - Asphaltic Concrete
- Section 23 - Bituminous Seal
- Section 24 - Curbs, Gutters, Sidewalks, Gutter Drains
- Section 25 - Sanitary Sewer and Drainage Manholes
- Section 26 - Laying Sewer and Drain Pipe

Section 27	-	Water Distribution Systems
Section 28	-	Driveway Culvert and Sidewalk French Drains
Section 29	-	Moving and Changing Utilities and Water Services
Section 30	-	Drain Inlets, Gutter Drains and Ditch Boxes
Section 31	-	Construction Chain Link Fence
Section 32	-	Miscellaneous Facilities
Section 33	-	Pneumatically Applied Mortar
Section 34	-	Electrical
Section 35	-	Landscape Planting
Section 36	-	Irrigation Systems
Section 37	-	Boring and Jacking
Section 38	-	Standard Drawings

Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

- B. Terms, words, and phrases used in the Contract Documents shall have the meanings given them in the Special Conditions (Exhibit B).
- C. The Contract Documents form the entire contract between the CITY and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents and this contract.

#### **4.00 OWNERSHIP OF WORK PRODUCT**

##### **4.01 Work Product**

CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Design-Builder pursuant to this Contract. In this Contract, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Design-Builder shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

##### **4.02 City's Right to "Information" at Termination**

City retains all rights to "information". Should this contract be terminated, the City retains the right to complete or execute the Work with designers, professionals, contractors, sub-contractors, and others hired directly or indirectly by the Design-Builder to prepare the "information". Design-Builder agrees to encourage and facilitate the completion of the Work and not prohibit or discourage designers, professionals, contractors, sub-

contractors or others hired directly or indirectly by the Design-Builder from entering into contracts with City to complete the Work with the City.

#### **4.03 Design-Builder Requirement to Use Licensed Professionals**

Design-Builder shall, consistent with applicable California state licensing laws, provide qualified, licensed design professionals employed by Design-Builder, or procured from qualified, California licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Licensed design consultants shall not include licensed contractors preparing designs for work they will install under the provisions of Division 3 of the Business and Professions Code by Section 5537.2 or 6737.3. Nothing in the Contract Requirements is intended or deemed to create any legal or contractual relationship between City and any design consultant employed by the Design-Builder. Design-Builder shall not transfer responsibility for any design or professional services to a different consultant, design-build sub-contractor or other design team member.

#### **5.00 CONTRACT PRICE**

- A. City shall pay Design-Builder in accordance with the requirements set forth in this section. Design-Builder acknowledges that City is not obligated to complete the work with the Design-Builder.
  
- B. City agrees to pay Design-Builder, as part of the Contract Price, on the following basis:
  - 1. Professional Services and reimbursable expenses associated with design activities for a total not to exceed \$19,790.00
  - 2. Professional Services Contingency, which is owned and controlled by the City of Sacramento, for a total not to exceed \$990.00
  - 3. Construction Services, construction, labor, materials, equipment and associated expenses related to the completion of construction \$1,000,941.00
  - 4. Construction Contingency, which is owned and controlled by the City of Sacramento, for a total amount not to exceed \$255,906.00
  - 5. Total compensation shall not exceed \$1,300,000.00 (INCLUDES \$8,279.00 For Bonds and \$14,094.00 for Insurance)
  - 6. Compensation for Professional Services covered by items #1 & #2 above shall not be subject to retention.

7. Compensation for all work covered by items #3 & #4 above shall be subject to retention. (Refer to Exhibit A – Section 1 – Progress Payments and Final Payment).
8. Design-Builder shall submit a separate invoice for Professional Services covered by items #1 & #2 above.
9. Design-Builder shall submit a separate pay request and schedule of values for construction related work covered by items #3 & #4 above.
10. Professional Services Contingency and Construction Contingency, Items #2 and #4, are owned and controlled by the City of Sacramento. Only the City has the authority to allocate use of contingency funds (See section 5.03(B)).

## 5.02 Cost of the Work

The term "Cost of the Work" shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work.

The following items are NOT a part of the "Cost of the Work" and shall be paid for by the CITY.

- A. Cost of the City Building Department plan check, City Building Department Construction & Demolition Permits and the City Building Department Inspections unless specifically excluded elsewhere in this agreement; and,
- B. Cost of installing data and communications systems; and,
- C. Cost of artwork related to the "Art-In-Public-Places" program, and any directly related additional foundations, footings, roof reinforcement or engineering; and,
- D. Cost of the initial materials testing and special inspections throughout the work.

The following items remain the responsibility of the DESIGN-BUILDER and shall be included in the "Cost of the Work":

- A. Cost of any overtime charges, special inspections conducted outside normal working hours, retesting fees, re-inspection fees and similar charges resulting for action or inaction by the DESIGN-BUILDER; and,
- B. The following costs related to furniture or equipment associated with the project:
  - a. Receipt, unloading, staging and installation of furniture and/or equipment ; and,
  - b. Basic layout design, and location coordination; and
  - c. Detailed inventory, bidding documents and installation drawings; and
  - d. Coordination and installation of conduits, pull wires, junction boxes, distribution boxes and coverplates for power, communication, data, security, surveillance cameras, access controls and similar items; and,
  - e. Connection of line voltage and low voltage power to all furniture; and,

- f. Design and layout of all low-voltage and line voltage outlets in furniture, equipment and similar items necessary to complete the WORK; and,
  - g. Built-in drawings.
- C. Purchase and installation of junction boxes, coverplates, conduits, "J"-hooks, cable trays, dedicated power, structural supports and seismic supports for all data and communication equipment and distribution systems. Plus design and installation of all power requirements, dedicated/isolated circuits and provisions for fifty percent (50%) space in all conduits and cable trays.
- D. Cost of additional research, design recommendations and committee meetings following CITY acceptance of the GMP.
- E. All costs associated with retesting, re-inspection and similar quality assurance confirmation efforts when the initial test, inspection or quality assurance confirmation fails to meet the requirements of the contract documents.
- F. Cost of all CBC Title 24 Part 6 Acceptance Testing and documentation requirements.

**5.03 The Guaranteed Maximum Price (GMP)**

- A. Design-Builder guarantees that it shall complete all Work described in this agreement for a cost not to exceed the GMP attached to this agreement. The GMP shall include the following:
- a. A detailed construction and design cost breakdown for all work to be completed by Design-Builder and sub-contractors, including a detailed description of all assumptions used for alternates,
  - b. A list of subcontractors;
  - c. A list of professionals;
  - d. A performance schedule documenting the Critical Path;
  - e. All documentation required in Exhibits "F" and "G";
  - f. All bonds and insurance necessary for completion of the Work.
  - g. ESBID Certification documentation related to how the Design-Build team will achieve or exceed 20% participation.
- B. The Contingency is available for City's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item of the GMP. Contingency funds remaining at the end of the project shall be returned to the City.
- C. Savings  
 If the sum of the actual Cost of the Work is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall remain with City and the "Contract Price" shall

be reduced by the same amount upon issuance of the final payment to the Design-Builder.

## 6.00 Representatives of the Parties

The CITY Representative for this Contract is:

Yadi Kavakebi, Project Manager  
City of Sacramento  
Department of General Services  
5730 24<sup>th</sup> Street, Building #4, Sacramento, CA 95822  
Phone (916) 808-8423

All Design-Builder questions pertaining to this Contract shall be referred to the City Representative or the Representative's designee.

The Design-Builder Representative for this Contract is:

Carl Barrett, Principal-in-Charge  
OTTO Construction  
1717 2<sup>ND</sup> Street, Sacramento, CA 95811  
Phone (916) 441-6870

All City questions pertaining to this Contract shall be referred to the Design-Builder Representative. All correspondence to Design-Builder shall be addressed to the address set forth in Section 7.00 one of this Contract. Unless otherwise provided in this Contract, all correspondence to the CITY shall be addressed to the City Representative.

## 7.00 GENERAL REQUIREMENTS

- A. **Facilities and Equipment.** Except as set forth in Exhibit C, Design-Builder shall, at its sole cost and expense, furnish all facilities, services and equipment that may be required to complete the Work. City shall furnish to Design-Builder only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
- B. **General Provisions.** The Design-Builder shall provide and maintain indemnity and insurance requirements set forth in the General Provisions (Exhibit D) throughout completion of the project. In addition to the requirements set forth in the General Provisions the Design-Builder shall maintain the insurance and bonding requirements set forth in Exhibit F during construction activities.

In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by Design-Bulder and made a part of this Contract, including without limitation any document relating to the scope of services or payment therefore, the General Provisions shall control over said terms or conditions.

- C. **Non-Discrimination in Employee Benefits.** This Contract is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. Design-Bulder is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- D. **Authority.** The person signing this Contract for Design-Bulder hereby represents and warrants that he/she is fully authorized to sign this Contract on behalf of Design-Bulder and to bind Design-Bulder to the performance of its obligations hereunder.
- E. **References.** Titles, headings and similar references contained herein are solely to facilitate reference to various provisions of the contract and in no way affect or limit the interpretations of the provisions to which they refer.
- F. **Attachments and Exhibits.** All attachments and exhibits referred to herein or attached hereto are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

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

Print name: \_\_\_\_\_

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

For: John F. Shirey, City Manager

APPROVED TO AS FORM:

Kenneth C. Burdick  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**Attachments**

- Exhibit A - General Conditions
- Exhibit B - Special Conditions
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits
- Exhibit F - Construction Guidelines and Requirements
- Exhibit G - Design Guidelines
- Exhibit H - Hourly Professional Rates

DESIGN-BUILDER:  
JOHN F. OTTO, INC. DBA  
OTTO CONSTRUCTION  
NAME OF FIRM

94-1431805  
Federal I.D. No.

129-5204-7  
State I.D. No.

151366  
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY  
(check one):

- Individual/Sole Proprietor
- Partnership
- Corporation (two signatures)
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

Michael Feuz  
Signature of Authorized Person

MICHAEL FEUZ, PRESIDENT  
Print Name and Title

[Signature]  
Additional Signature (Corporation)

CARL BARRETT VP/OPERATIONS  
Print Name and Title

## EXHIBIT A

### GENERAL CONDITIONS

#### 1. PROGRESS PAYMENTS AND FINAL PAYMENT

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Design-Bullder as follows:

- (A) On or about the first of the month, the Design-Bullder shall present to the City a separate itemized Invoice for work completed through the twentieth (20<sup>th</sup>) calendar day of the preceding month. The Invoice shall be limited to design related work and associated reimbursable expenses. After the City's representative and Design-Bullder approve the scope of work and charges listed in the Invoice in writing, the City will issue a certificate for one hundred percent (100%) of the Invoice amount less any amount subject to deductions or withholdings authorized or required under the contract or by any applicable laws or regulations.
- (B) On or about the first of the month, Design-Bullder shall present to the City a separate itemized Pay Request Application and matching Schedule of Values for work completed through the twentieth (20<sup>th</sup>) calendar day of the preceding month. The Pay Request Application shall be limited to construction related work itemizing the amount of labor and materials incorporated in the Work. After the City's Representative and Design-Bullder approve the scope of work and charges listed in the Pay Request Application and Schedule of Values in writing, and the City's Construction Manager and Inspector confirms the Pay Request Application and Schedule of Values are acceptable for payment, and the City's Labor Compliance Officer confirms all labor compliance associated with the Pay Request Application has been properly completed and filed, the City will issue a certificate for ninety five percent (95%) of the amount the City shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.
- (C) No inaccuracy or error in said monthly estimates shall operate to release Design-Bullder from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.
- (D) Design-Bullder shall not be paid for any defective or improper Work.
- (E) The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be due and payable sixty (60) days after completion and final acceptance of the Work by City; provided that the City may determine, in its sole discretion, to release up to fifty (50) % of such retention, in whole or in part, at any time. Acceptance by Design-Bullder of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Design-Bullder specifically reserves in

writing, but only to the extent that the Design-Builder has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Design-Builder shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

- (F) The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives an Invoice and/or Pay Request Application jointly approved by the Design-Builder and the City's Representative as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Design-Builder. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Section 20104.50.

## **2. RETENTION OF SUMS CHARGED AGAINST DESIGN-BUILDER**

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Design-Builder, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Design-Builder from City. If, on completion or termination of the Contract, sums due Design-Builder are insufficient to pay City's charges, City shall have the right to recover the balance from Design-Builder or its Sureties.

## **3. COMMENCEMENT AND PROSECUTION OF WORK**

The CITY shall issue a Notice to Proceed for the Work under this contract.

Design-Builder shall commence the Work activities on or before fifteen (15) calendar days from the date the written Notice to Proceed is issued by the City.

Design-Builder shall diligently prosecute the work to final completion.

## **4. TIME OF COMPLETION**

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before 240 calendar days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Design-Builder to liquidated damages as provided in this Contract. Time is and shall be of the essence in the performance and completion of the Work.

The City may extend the contract time for purposes of administrative management. Extensions of contract time shall not extend the "Time of Completion" set forth above unless specifically mentioned as a modification to the "Time of Completion".

## **5. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK**

The payment of any progress payment, or the acceptance thereof by Design-Builder, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Design-Builder to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

## **6. ACCEPTANCE NOT RELEASE**

Design-Builder shall correct immediately any defective or imperfect work or materials which may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Design-Builder of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Design-Builder's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

## **7. RELEASE**

If requested to do so by the City, at the time of final payment, as a condition precedent to final payment, Design-Builder and each assignee under any assignment in effect at the time of final payment shall execute and deliver a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by City which shall discharge City, its officers, agents, and employees of and from all liability, obligations, and claims arising under this contract.

## **8. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART**

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Design-Builder of any obligations under this Contract.

## **9. NO WAIVER OF REMEDIES**

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held

to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

## **10. WARRANTY**

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Design-Builder warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after the completion date listed on the Notice of Completion document that is filed with the County of Sacramento. Design-Builder shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City. Design-Builder is obligated to conduct a pre-warranty walkthrough with the owner representative to verify warranty issues 30 calendar days prior to the expiration date of the warranty period. Failure to do so will extend the warranty period until the walkthrough has occurred.

In the event that Design-Builder shall fail to comply with the conditions of the foregoing warranty within ten (10) calendar days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Design-Builder shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Design-Builder shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Design-Builder shall make a written assignment of all manufacturers' and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Design-Builder's Performance Bond shall secure the performance of the Design-Builder's obligations under this Section, and the Design-Builder and its Surety shall be jointly and severally liable for these obligations.

## **11. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME**

(A) The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this

reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Design-Builder acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Design-Builder's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Design-Builder to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

(B) Design-Builder shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of \$473.00 for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Design-Builder as the loss to City and the public resulting from Design-Builder's default.

The parties agree, and by execution of this Agreement, Design-Builder acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

**THE FOLLOWING ADDITIONAL LIQUIDATED DAMAGES PROVISION(S) APPLY IF CHECKED:**

In addition to the liquidated damages specified above, Design-Builder shall pay additional liquidated damages to City for failure to complete the portion of the Work specified below by the milestone date specified below (as such milestone date may be extended in accordance with the Contract Documents, if applicable). The amount of such additional liquidated damages shall be either *[check one]*:

a lump sum amount of \_\_\_\_\_, OR

the daily amount of \_\_\_\_\_ for each calendar day after such milestone date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which such portion of the Work is completed.

Such amount is the actual cash value agreed upon by the City and Design-Builder as the additional loss to City and the public resulting from Design-Builder's default.

Portion of the Work

Milestone Date

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

**DESIGN-BUILDER'S ACKNOWLEDGMENT:** \_\_\_\_\_

€ In addition to the potential damages described above, failure to complete the entire Work within the time(s) specified herein may expose the City to penalties or fines and/or may negatively affect the availability of project funding. In recognition of these potential damages, in addition to the liquidated damages specified above, Design-Builder shall pay additional liquidated damages to City in the lump sum amount of \_\_\_\_\_ if the entire Work is not completed by \_\_\_\_\_. Such amount is the actual cash value agreed upon by the City and Design-Builder as the additional loss to City and the public resulting from Design-Builder's default.

**DESIGN-BUILDER'S ACKNOWLEDGMENT:** \_\_\_\_\_

(C) In the event Design-Builder shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Design-Builder until the liability of Design-Builder under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Design-Builder only after discharge in full of all liability incurred by Design-Builder under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Design-Builder, Design-Builder shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

**12. DESIGN-BUILDER SHALL ASSUME RISKS**

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Design-Builder's responsible care and charge. Design-Builder, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erectations, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

**13. GENERAL LIABILITY OF DESIGN-BUILDER**

Except as otherwise herein expressly stipulated, Design-Builder shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the

Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Design-Builder shall not be construed as a limitation or restriction of any general liability or duty of Design-Builder, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

#### **14. INSURANCE**

Design-Builder shall maintain all insurance and bonds as set forth in Exhibits "D" & "F" through completion of this contract.

#### **15. FAILURE TO MAINTAIN BONDS OR INSURANCE**

If, at any time during the performance of this Contract, Design-Builder fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Design-Builder shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Design-Builder, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the Division of Risk Management. Design-Builder shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Design-Builder as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Design-Builder shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

#### **16. EXCUSABLE DELAYS**

Design-Builder shall be entitled to a no cost time extension(s) for "Excusable Delays" as defined in Exhibit B, Section 1.02, only when the request for an Excusable Delay is accepted and approved by the City's Designated Representative. Design-Builder is not entitled to, and shall not receive, additional compensation for Excusable Delays.

Time associated with Excusable Delays may be deducted from the project float administered by the City, or added to the Completion Date, at the discretion of the City's Designated Representative.

#### **17. DESIGN-BUILDER TO SERVE NOTICE OF DELAYS**

Whenever Design-Builder foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Design-Builder regards as or may later claim to be an Excusable Delay, the Design-Builder shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (1) may take immediate steps to prevent if possible the

occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Design-Builder's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Design-Builder, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Design-Builder has provided timely written notice as required herein, and that the Engineer has found to be excusable. Design-Builder shall not be entitled to claim Excusable Delay for any delay for which the Design-Builder failed to provide such timely written notice.

#### **18. EXTENSION OF TIME**

If the Design-Builder complies with Section 17, above, and the Engineer finds a delay claimed by the Design-Builder to be an Excusable Delay, the Design-Builder shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Design-Builder for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Design-Builder pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

#### **19. NO PAYMENT FOR DELAYS**

No damages or compensation of any kind shall be paid to Design-Builder or any sub-contractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Design-Builder timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Design-Builder to claim damages for such delay.

#### **20. CHANGES IN THE WORK**

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Design-Builder pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the

Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

**21. ACCOUNTING RECORDS OF DESIGN-BUILDER**

During performance of the Contract and for a period of three (3) years after completing the entire Work, Design-BUILDER shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

**22. USE TAX REQUIREMENTS**

- (A) Use Tax Direct Payment Permit For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract and shipped from outside California, the Design-BUILDER and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
- (B) Sellers Permit For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Design-BUILDER and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Design-BUILDER and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
- (C) The above provisions shall apply in all instances unless prohibited by the funding source for the Contract.

**EXHIBIT B**  
**SPECIAL CONDITIONS**

**1.00 SPECIAL CONDITIONS**

**1.01 Mutual Obligations**

City and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

**1.02 Basic Definitions**

- A. **City** shall mean the City of Sacramento, A Municipal Corporation. Direction to the Design-Builder concerning work executed under this contract shall be through the City's designated representative. Directions and requirements from regulatory authorities established by the **City** shall not be construed as direction from the **City**, but rather as direction and requirements from an independent regulatory authority, and not subject to additional compensation.
- B. **City's Project Criteria** shall mean all criteria developed by or for City to describe City's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. City's Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.
- C. **Contract** shall mean the executed contract between CITY and Design-Builder.
- D. **Day or Days** shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- E. **Designer** shall mean a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.
- F. **Engineer** shall mean the City's designated representative.
- G. **Fully Executed** shall mean the final completion of any document requiring endorsements and signatures. A document is not fully executed until all required signatures have been secured and the document has been issued to the Design-Builder by the CITY with all required signatures.

- H. **Hazardous Materials** shall mean any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.
- I. **LEED** shall mean "Leadership In Energy and Environmental Design" as established by the U.S. Green Building Council.
- J. **Legal Requirements** shall mean all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- K. **Site** shall mean the project as defined by the parcel number.
- L. **Special Conditions of Contract** shall mean Exhibit B to this contract.
- M. **Subcontractor** shall mean any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include material, labor, and suppliers.
- N. **Substantially Complete** as applied to the Work shall mean that the building is ready for its intended purpose without undue interference, but there are minor deficiencies, as determined by the City Representative, that do not prevent the Work from being fully functional nor pose any risk to the public health, safety or welfare or public or private property, as determined by the City Representative. The Work shall be considered substantially complete on the date that the City Representative accepts a final punchlist prepared by Design-Builder in writing and the City's Representative Issues a Notice of Substantial Completion. Liquidated damages are based upon the final completion date listed in the Notice of Completion document that is filed with the County. Liquidated damages are not based upon substantial completion, beneficial occupancy, or certificate of occupancy.
- O. **Sub-Subcontractor** shall mean any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include material, men and suppliers.
- P. **Testing Authority** shall mean the individual in charge of organizing, conducting, paying for all testing and documentation, administering tests, documenting all test results and compiling a formal Acceptance Testing Report required under Title 24, Part 6. For the purposes of this contract the Design-Builder shall be the Testing Authority.
- Q. **Work** shall mean all efforts associated with Design-Builder's design, construction and other services required by the Contract Documents, including procuring and

furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

- R. **Rain Days** shall mean days when rain exceeds the 30 year annual mean precipitation by more than 20% as listed in the National Oceanic and Atmospheric Administration (NOAA) for the Sacramento Airport for the period of 1971-2000, when measured during the construction period of the contract. Rain days shall not be measured against monthly averages.
- S. **Excusable Delay** is limited to time delays directly caused by any of the following where the Design-Builder was not directly or indirectly responsible for the action:
1. Acts of God;
  2. Acts of a public enemy;
  3. Fires;
  4. Rain Days" as defined in Exhibit B Section 1.02.R;
  5. Riots;
  6. Insurrections;
  7. Epidemics;
  8. Quarantine restrictions;
  9. Strikes;
  10. Lockouts;
  11. Sitdowns;
  12. Unreasonable acts of a governmental agency;
  13. Priorities or privileges established for the manufacture, assembly, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority;
  14. Changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work and are not part of a Change Order;
  15. Prevention of Design-Builder from commencing or prosecuting the Work because of the acts of others, excepting Design-Builder's subcontractors or suppliers; or
  16. Prevention of Design-Builder from commencing or prosecuting the Work because of a Citywide failure of public utility service.
  17. Any situation beyond the City's control.

Excusable Delays shall specifically **exclude** all of the following:

1. Delays that do not directly impact the critical path on the approved project schedule;
2. Delays that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Design-Builder;
3. Reasonable delays resulting from time required by City for review of any Design-Builder submittals and for the making of surveys, measurements and inspections;
4. Any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by others employed by City that does not necessarily prevent the completion of the entire Work within the time specified.

## **2.00 DESIGN-BUILDER'S SERVICES AND RESPONSIBILITIES**

### **2.01 General Services**

- A. Design-Builder's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with City and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of City and Design-Builder.
- B. Design-Builder shall provide City with a monthly status report detailing the progress of the Work, including (i) confirmation the Work is proceeding according to schedule, (ii) listing of discrepancies, conflicts, or ambiguities in the Contract Documents that require resolution, (iii) a listing of health and safety issues related to execution and completion of the Work, (iv) a listing of other items requiring resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s), (v) a detailed cost and time breakdown of project cost and any executed or pending PCO's or Change Orders, and (vi) a detailed work schedule for subsequent the 60 day period.
- C. Design-Builder shall prepare and submit, at least ten (10) days prior to the meeting contemplated by Section 2.01.D hereof, a Critical Path Schedule for the execution of the Work. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when City information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Adjustments to the Critical Path Schedule shall not use "float" or "excused delays" unless approved by City's Designate Representative. City's review of and response to the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.
- D. Within fifteen (15) days of the issuance of the Notice to Proceed the Design-Builder will meet to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.
- E. Design-Builder assumes responsibility for protection, security and control of all facilities, structures and equipment within the areas of construction.

- F. Design-BUILDER assumes responsibility for installation, transferring, maintaining and paying for all utility costs related to the execution of the Work through issuance of the final Notice of Substantial Completion.

**2.02 Design Professional Services**

Design-BUILDER shall, consistent with applicable State of California licensing laws, provide through qualified, licensed design professionals employed by Design-BUILDER, or procured from qualified, independent licensed Design Firms, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-BUILDER to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Design Design-BUILDER.

**2.03 Standard of Care for Design Professional Services**

The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the Work, such standards are to be set forth in an exhibit to the Contract entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.

**2.04 Design Development and Construction Document Services**

- A. Design-BUILDER and City shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that City may wish to review, such interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. On or about the time of the scheduled submissions, Design-BUILDER and City shall meet and confer about the submissions, with Design-BUILDER identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-BUILDER and provided to all attendees for review. Following the design review meeting, City shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-BUILDER's schedule, but no less than 10 calendar days for simple design reviews and no less than 20 calendar days for construction document reviews. Time limits established above shall not apply to regulatory or advisory reviews such as the Design Review Commission, Community Reviews, Environmental Review, Planning Commission, Building Department, Fire Department, Health Department or similar reviews.

- B. Design-BUILDER shall submit Construction Documents to the City setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a

design review meeting. The parties shall have a design review meeting to discuss, and City shall review and approve, the documents in accordance with the procedures set forth Section 2.04.A above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit Construction Documents to City prior to commencement of construction in a format or formats acceptable to the City.

- C. City's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither City's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to City.
- D. To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.
- E. Review and approval by the City does not supersede or relieve the Design-Builder from securing all required regulatory reviews. Where regulatory reviews modify the scope of work the Design-Builder shall immediately advise the City of the cost and schedule impacts and develop alternative solution(s) acceptable to the regulatory agency(s) and the City within the GMP.

#### **2.05 Legal Requirements**

- A. Design-Builder shall perform the Work in accordance with all Legal Requirements presented in the General Conditions of the Contract and shall provide all notices applicable to the Work as required by the Legal Requirements.
- B. The Contract Price and/or Contract Time(s) may be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements or LEED Compliance Requirements enacted after the Guaranteed Maximum Price is accepted by the City. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements or LEED Compliance. This exception does not apply where changes were the result of normal regulatory updates, or where the changes were publicly available for review prior to the date the City accepted the GMP.

#### **2.06 Government Approvals, Utility Fees and Permits**

- A. Except as noted in "Cost of the Work" Design-Builder shall prepare and file all documentation and applications and pay for all necessary permits, approvals, licenses, utility charges, government charges/fees and inspection costs required for the prosecution of the Work by any utility, government or quasi-government entity having jurisdiction over the Project.

- B. Design-Builder shall provide reasonable assistance to City in obtaining those permits, approvals and licenses that are City's responsibility.

**2.07 Design-Builder's Construction Phase Services**

- A. Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.
- B. Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- C. Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. City may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that City's decision impacts Design-Builder's cost and/or time of performance.
- D. Design-Builder assumes responsibility to City for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- E. Design-Builder shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- F. Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.
- G. Design-Builder shall secure all non-professional services, labor, materials, sub-contractors following competitive bidding guidelines. Design-Builder may be asked to include the City's designated representative in all competitive bidding

activities including notification(s), document release, bid receipt/documentation, bid analysis, bid verification, bid challenges, and award procedures.

**2.08 Design-Builder's Responsibility for Project Safety**

- A. Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.
- B. Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such CITY-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.
- C. Design-Builder's responsibility for safety under this Section 2.08 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

**2.09 Design-Builder's Warranty**

Design-Builder warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Design-Builder or anyone for whose acts Design-Builder may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section 2.09 or the

Contract Documents. Design-Buildler will provide City with all manufacturers' warranties upon Substantial Completion. Warranty dates will start from the date that the project is accepted by the City's representative or project Inspector of the record once all the O&Ms and warranty certificates are submitted to the City.

### **3.00 CITY'S SERVICES AND RESPONSIBILITIES**

#### **3.01 City's Separate Contractors**

CITY is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Buildler In order to enable Design-Buildler to timely complete the Work consistent with the Contract Documents.

### **4.00 HAZARDOUS CONDITIONS AND DIFFERING SITE CONDITIONS**

#### **4.01 Hazardous Conditions**

- A. Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Buildler is responsible for any Hazardous Conditions encountered at the Site.
- B. Upon encountering any Hazardous Conditions, Design-Buildler will notify City and take steps necessary to protect the Work and continue working in unaffected areas of the project site whenever possible.

#### **4.02 Differing Site Conditions**

- A. Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions."
- B. Upon encountering a Differing Site Condition, Design-Buildler shall provide prompt written notice to City of such condition, which notice shall not be later than four (4) calendar days after such condition has been encountered. Design-Buildler shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

### **5.00 CHANGES TO THE CONTRACT PRICE AND TIME**

#### **5.01 Change Orders**

- A. A Change Order is a written instrument issued after execution of the Contract fully executed by City and Design-Buildler, stating their agreement upon all of the following:
  - 1. The scope of the change in the Work;and/or
  - 2. The amount of the adjustment to the Contract Price; and/or
  - 3. The extent of the adjustment to the Contract Time(s).

- B. All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. City and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.
- C. If City requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall not be issued to reimburse Design-Builder for costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.
- D. Design-Builder shall not list Change Orders on invoices or pay requests until the Change Order is fully executed.
- E. Change Orders shall be calculated using the "EZ-PCO" form and guidelines. By executing this agreement the Design-Builder agrees to the mark-up percentages and calculations set forth in the "EZ-PCO" form and guidelines.

**5.02 Work Change Directives**

- A. A Work Change Directive is a written order prepared and signed by City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).
- B. City and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

**5.03 Minor Changes in the Work**

Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work in the judgment of the City. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Design-Builder shall promptly inform City in writing before any minor change is implemented, and receive written confirmation from the City accepting the minor change in the Work.

**5.04 Emergencies**

In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss, but shall take steps to immediately notify the City of the emergency and submit a written notification to the City within 24 hours of taking any emergency action.

**6.00 CONTRACT ADJUSTMENTS AND DISPUTES**

**6.01 Duty to Continue Performance**

Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and City shall continue to satisfy its payment obligations to

Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and City.

**6.02 Consequential Damages**

Notwithstanding anything herein to the contrary, neither Design-Builder nor City shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing, excluding Liquidated Damages established in this contract.

**7.00 MISCELLANEOUS**

**7.01 Assignment**

Neither Design-Builder nor City shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

**7.02 Successorship**

Design-Builder and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

**7.03 Governing Law**

The Contract and all Contract Documents shall be governed by the laws of the State of California, without giving effect to its conflict of law principles.

**7.04 Severability**

If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**7.05 No Waiver**

The failure of either Design-Builder or City to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

**7.06 Headings**

The headings used in these Special Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

**7.07 Notice**

Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the

individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Contract or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

**7.08 Amendments**

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

**EXHIBIT C**

**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

CITY shall not furnish any facilities or equipment for the execution of the Work.

## EXHIBIT D

### GENERAL PROVISIONS

#### 1. Independent Contractor.

- A. It is understood and agreed that DESIGN-BUILDER (including DESIGN-BUILDER's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither DESIGN-BUILDER nor DESIGN-BUILDER's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to DESIGN-BUILDER under the provisions of this Agreement, and DESIGN-BUILDER shall be issued a Form 1099 for its services hereunder. As an independent contractor, DESIGN-BUILDER hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of DESIGN-BUILDER's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that DESIGN-BUILDER, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by DESIGN-BUILDER for accomplishing such results. To the extent that DESIGN-BUILDER obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the DESIGN-BUILDER's sole discretion based on the DESIGN-BUILDER's determination that such use will promote DESIGN-BUILDER's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that DESIGN-BUILDER use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by DESIGN-BUILDER, such persons shall be entirely and exclusively under the direction, supervision, and control of DESIGN-BUILDER. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by DESIGN-BUILDER. It is further understood and agreed

that DESIGN-BUILDER shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of DESIGN-BUILDER's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and DESIGN-BUILDER. DESIGN-BUILDER may represent, perform services for, or be employed by such additional persons or companies as DESIGN-BUILDER sees fit provided that DESIGN-BUILDER does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** DESIGN-BUILDER represents and warrants that DESIGN-BUILDER has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for DESIGN-BUILDER to practice its profession or provide any services under the Agreement. DESIGN-BUILDER represents and warrants that DESIGN-BUILDER shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for DESIGN-BUILDER to practice its profession or provide such Services. Without limiting the generality of the foregoing, if DESIGN-BUILDER is an out-of-state corporation, DESIGN-BUILDER warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** DESIGN-BUILDER shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of DESIGN-BUILDER's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **DESIGN-BUILDER Not Agent.** Except as CITY may specify in writing, DESIGN-BUILDER and DESIGN-BUILDER's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. DESIGN-BUILDER and DESIGN-BUILDER's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** DESIGN-BUILDER covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder DESIGN-BUILDER's performance of Services under this Agreement. DESIGN-BUILDER further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. DESIGN-BUILDER agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If DESIGN-BUILDER is or employs a former officer or employee of the CITY, DESIGN-BUILDER and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any

CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, DESIGN-BUILDER may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. DESIGN-BUILDER agrees to protect all City Information and treat it as strictly confidential, and further agrees that DESIGN-BUILDER shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, DESIGN-BUILDER shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by DESIGN-BUILDER of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **DESIGN-BUILDER Information.**
  - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by DESIGN-BUILDER pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. DESIGN-BUILDER shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
  - B. DESIGN-BUILDER shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by DESIGN-BUILDER pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify DESIGN-BUILDER not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve DESIGN-BUILDER of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
  - C. All proprietary and other information received from DESIGN-BUILDER by CITY, whether received in connection with DESIGN-BUILDER's proposal to CITY or in connection with any Services performed by DESIGN-BUILDER, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is

set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to DESIGN-BUILDER of any request for the disclosure of such information. The DESIGN-BUILDER shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The DESIGN-BUILDER shall have sole responsibility for defense of the actual "trade secret" designation of such information.

- D. The parties understand and agree that any failure by DESIGN-BUILDER to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by DESIGN-BUILDER of any rights regarding the information designated "trade secret" by DESIGN-BUILDER, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** DESIGN-BUILDER shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of DESIGN-BUILDER's profession in California. All products of whatsoever nature that DESIGN-BUILDER delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in DESIGN-BUILDER's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. DESIGN-BUILDER shall assign only competent personnel to perform Services pursuant to this Agreement. DESIGN-BUILDER shall notify CITY in writing of any changes in DESIGN-BUILDER's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by DESIGN-BUILDER to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, DESIGN-BUILDER shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

- YK  
N/A
- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend DESIGN-BUILDER's performance hereunder, in whole or in part, by giving a written notice of suspension to DESIGN-BUILDER. If CITY gives such notice of suspension, DESIGN-BUILDER shall immediately suspend its activities under this Agreement, as specified in such notice.

YK NA

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to DESIGN-BUILDER. If CITY gives such notice of termination, DESIGN-BUILDER shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

- (1) DESIGN-BUILDER shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
- (2) CITY shall pay DESIGN-BUILDER the reasonable value of Services rendered by DESIGN-BUILDER prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by DESIGN-BUILDER had the Agreement not been terminated or had DESIGN-BUILDER completed the Services required by this Agreement. In this regard, DESIGN-BUILDER shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by DESIGN-BUILDER. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**10. DESIGN-BUILDER Bankrupt.**

If Design-Builder should commence any bankruptcy proceeding, or if Design-Builder is adjudged a bankrupt, or if Design-Builder makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Design-Builder's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided above.

**11. Termination After Completion Date.**

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Design-Builder must meet to avoid termination of the Contract on such date. If Design-Builder fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Design-Builder shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Design-Builder shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Design-Builder any sum necessary to pay the City's cost of completing or correcting, or contracting

for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Design-Buildler are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Design-Buildler and/or its Surety(ies).

**12. Termination for Convenience.**

Upon written notice to the Design-Buildler, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Design-Buildler shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

- (A) For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;
- (B) For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- (C) For reasonable expenses directly attributable to termination.

Design-Buildler shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Design-Buildler's warranty under Section 10 of Exhibit A within this Agreement shall apply, and Design-Buildler shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

**13. Termination for Breach of Contract**

If Design-Buildler abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Design-Buildler violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Design-Buildler refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Design-Buildler disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Design-Buildler and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Design-Builder and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Design-Builder until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Design-Builder from City. If sums due to Design-Builder from City are less than the cost of completing the Work, Design-Builder and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Design-Builder after City deducts the costs of completing the Work, then City shall pay such sum to Design-Builder. The Design-Builder and Design-Builder's Sureties shall be jointly and severally liable for all obligations imposed on Design-Builder hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Design-Builder, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Design-Builder to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to all Termination Sections are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

#### 14. Sureties' Obligations Upon Termination.

If the City terminates the Contract pursuant to the Termination Sections above:

(A) The Surety under Design-Builder's performance bond shall be fully responsible for all of the Design-Builder's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Design-Builder's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

(B) The Surety under Design-Builder's payment bond shall be fully responsible for the performance of all of the Design-Builder's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

#### 15. City's Right to Perform and Terminate for Cause.

A. If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii)

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N/A

JK NA

comply with applicable Legal Requirements, (iv) timely pay, without cause, Designers or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 8.01.B and 8.01.C below.

- B. Upon the occurrence of an event set forth in Section 8.01.A above, City may provide written notice to Design-Buildler that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Buildler's receipt of such notice. If Design-Buildler fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to Design-Buildler of its intent to terminate within an additional seven (7) day period. If Design-Buildler, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Contract terminated for default by providing written notice to Design-Buildler of such declaration.
- C. Upon declaring the Contract terminated pursuant to Section 8.01.B above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Buildler hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Buildler shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by City in completing the Work, such excess shall be paid by City to Design-Buildler. Notwithstanding the preceding sentence, if the Contract establishes a Guaranteed Maximum Price, Design-Buildler will only be entitled to be paid for Work performed prior to its default. If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Buildler shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the procurement and defense of claims arising from Design-Buildler's default, subject to the waiver of consequential damages set forth in Section 7.02 hereof.
- D. No act by City before the work is finally accepted, including, but not limited to, exercise of other rights under the contract, action at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach by Design-Buildler shall be construed to be a waiver by, or to estop, City from

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acting pursuant to this paragraph upon any subsequent event, occurrence of failure by Design-Builder to fulfill the terms and conditions of the Contract. The rights of City pursuant to this paragraph are cumulative and in addition to all other rights of City pursuant to this Contract and at law or in equity.

**16. Design-Builder's Right to Stop Work.**

Design-Builder may not stop work unless directed to do so by City, or under "Emergency" conditions as set forth in this contract.

**17. Indemnity and Hold Harmless.**

(A) Design-Builder shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Design-Builder, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

(B) The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Design-Builder hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

**18. Insurance.**

During the entire term of this Contract and until completion and final acceptance of the Work as provided in the Contract Documents, Design-Builder shall maintain in full force and effect the insurance coverage described in this section.

Full compensation for all premiums that Design-Builder is required to pay for the

insurance coverage described herein shall be included in the compensation specified for performance of the Work under the Contract. No additional compensation will be provided for Design-Builder's insurance premiums.

It is understood and agreed by the Design-Builder that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required of or carried by the Design-Builder.

A. Minimum Scope and Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Design-Builder.

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation.

(4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million (\$1,000,000) dollars.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Design-Builder, products and completed operations of Design-Builder, and premises owned, leased or used by Design-Builder. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.

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

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Contractor shall provide initial insurance documents to the Engineer upon request, prior to execution of the final contract. All future insurance renewal documents shall be sent to:

EBIX BPO  
212 Kent Street  
Portland, MI, 48875  
Phone: (517) 647-1700  
Fax: (517) 647-7900  
Email: CertsOnly@periculum.com

(2) Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

F. Subcontractors

Design-Builder shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

G. Builders Risk Property Insurance

Design-Builder shall maintain Builder's Risk property insurance coverage in the amount of replacement value of the work. Such property insurance shall be maintained by Design-Builder until final payment has been made under this Contract. This insurance shall include the interests of the CITY, Design-Builder, their consultants, contractors, sub-contractors, vendors of every tier, as their interest may appear.

This property insurance shall be on an "all-risk" or equivalent policy form and shall include without limitation, insurance against the perils of fire, earthquake, and physical loss or damage including theft, vandalism, malicious mischief, collapse, flood, windstorm, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss. Design-Builder shall fund the deductible which shall not exceed \$10,000.

DESIGN-BUILDER shall provide the City with a certificate of insurance and loss payee endorsement showing proof of coverage prior to commencement of construction activities.

19. **Equal Employment Opportunity.**

During the performance of this Contract, DESIGN-BUILDER, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: DESIGN-BUILDER shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

Nondiscrimination: DESIGN-BUILDER, with regards to the work performed by It after award and prior to completion of the work pursuant to this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. DESIGN-BUILDER shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

B. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by DESIGN-BUILDER for work to be performed under any subcontract,

including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by DESIGN-BUILDER of DESIGN-BUILDER's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- C. Information and Reports: DESIGN-BUILDER shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of DESIGN-BUILDER is in the exclusive possession of another who fails or refuses to furnish this information, DESIGN-BUILDER shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- D. Sanctions for Noncompliance: In the event of noncompliance by DESIGN-BUILDER with the nondiscrimination provisions of this Contract, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to DESIGN-BUILDER under this Contract until DESIGN-BUILDER complies;
  - (2) Cancellation, termination, or suspension of the Contract, in whole or in part.
- E. Incorporation of Provisions: DESIGN-BUILDER shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. DESIGN-BUILDER shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event DESIGN-BUILDER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, DESIGN-BUILDER may request CITY to enter such litigation to protect the interests of CITY.

## EXHIBIT E

### REQUIREMENTS FOR THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

#### INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i)

for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### **CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."



## **YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- o Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814

- o Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs



**YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S  
NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE**

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

**You May . . .**

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:  
  
City of Sacramento  
Contract Services Unit  
915 I St., 2nd Floor  
Sacramento, CA 95814
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

**Discrimination and Retaliation Prohibited.**

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

**You May Also . . .**

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

JOHN F. OTTO, INC. DBA OTTO CONSTRUCTION  
Name of Contractor

1717 SECOND ST., SACRAMENTO, CA 95811  
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

- a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits  

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.
- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

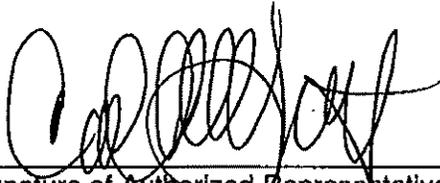
- 6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (l), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
- 7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.
- 8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

- 9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

Nov. 26, 2012  
Date

CARL BARRETT

Print Name

VICE PRESIDENT / OPERATIONS

Title

**EXHIBIT F**

**CONSTRUCTION GUIDELINES AND REQUIREMENTS**

- 1. Apprenticeship Standards**
- 2. Drug-Free Workplace**
- 3. Subcontractor Form**
- 4. Performance Bond**
- 5. Payment Bond**
- 6. Workers' Compensation Certification**
- 7. Construction & Demolition Requirements**
- 8. Pay Request Application**
- 9. Schedule of Values**

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES  
ON PUBLIC WORKS**

**Chapter 1 of Division 2  
APPRENTICES ON PUBLIC WORKS**

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

1773.5. The Director of Industrial Relations may establish rules and regulations for the purpose of carrying out this chapter, including, but not limited to, the responsibilities and duties of awarding bodies under this chapter.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

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

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

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

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

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

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

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES  
ON PUBLIC WORKS (cont.)**

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

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

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

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

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

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

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

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES  
ON PUBLIC WORKS (cont.)**

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

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

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

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES  
ON PUBLIC WORKS (cont.)**

approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES  
ON PUBLIC WORKS (cont.)**

- (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
- (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
- (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
- (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
- (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all money in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES  
ON PUBLIC WORKS (cont.)**

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081. 1777.6. An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code.

1777.7. (a) (1) A contractor or subcontractor that is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars (\$100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Chief if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Chief, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due.

(2) In lieu of the penalty provided for in this subdivision, the Chief may, for a first-time violation and with the concurrence of an apprenticeship program described in subdivision (d), order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(b) In the event a contractor or subcontractor is determined by the Chief to have knowingly committed a serious violation of any provision of Section 1777.5, the Chief may also deny to the contractor or subcontractor, and to its responsible officers, the right to bid on or be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and for a period of up to three years for a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Chief becomes a final order of the Administrator of Apprenticeship.

(c) (1) An affected contractor, subcontractor, or responsible officer may obtain a review of the determination of the Chief imposing the debarment or civil penalty by transmitting a written request to the office of the Administrator within 30 days after service of the determination of debarment or civil penalty. A copy of this report shall also be served on the Chief. If the Administrator does not receive a timely request for review of the determination of debarment or civil penalty made by the Chief, the order shall become the final order of the Administrator.

(2) Within 20 days of the timely receipt of a request for review, the Chief shall provide the contractor, subcontractor, or responsible officer the opportunity to review any evidence the

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES  
ON PUBLIC WORKS (cont.)**

Chief may offer at the hearing. The Chief shall also promptly disclose any nonprivileged documents obtained after the 20-day time limit at a time set forth for exchange of evidence by the Administrator.

(3) Within 90 days of the timely receipt of a request for review, a hearing shall be commenced before the Administrator or an impartial hearing officer designated by the Administrator and possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The affected contractor, subcontractor, or responsible officer shall have the burden of providing evidence of compliance with Section 1777.5.

(4) Within 45 days of the conclusion of the hearing, the Administrator shall issue a written decision affirming, modifying, or dismissing the determination of debarment or civil penalty. The decision shall contain a statement of the factual and legal basis for the decision and an order. This decision shall be served on all parties and the awarding body pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party that the party has filed with the Administrator. Within 15 days of issuance of the decision, the Administrator may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time.

(5) An affected contractor, subcontractor, or responsible officer who has timely requested review and obtained a decision under paragraph (4) may obtain review of the decision of the Administrator by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the final decision. If no timely petition for a writ of mandate is filed, the decision shall become the final order of the Administrator. The decision of the Administrator shall be affirmed unless the petitioner shows that the Administrator abused his or her discretion. If the petitioner claims that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in light of the entire record.

(6) The Chief may certify a copy of the final order of the Administrator and file it with the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order. A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and be given the same preference allowed by the law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section. An awarding body that has withheld funds in response to a determination by the Chief imposing a penalty under this section shall, upon receipt of a certified copy of a final order of the Administrator, promptly transmit the withheld funds, up to the amount of the certified order, to the Administrator.

(d) If a subcontractor is found to have violated Section 1777.5, the prime contractor of the project is not liable for any penalties under subdivision (a), unless the prime contractor had knowledge of the subcontractor's failure to comply with the provisions of Section 1777.5 or unless the prime contractor fails to comply with any of the following requirements:

**EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES  
ON PUBLIC WORKS (cont.)**

(1) The contract executed between the contractor and the subcontractor or the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of Section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

(3) Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due the subcontractor for work performed on the public works project until the failure is corrected.

(4) Prior to making the final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

(e) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.

(f) The Chief shall consider, in setting the amount of a monetary penalty, in determining whether a violation is serious, and in determining whether and for how long a party should be debarred for violating this section, all of the following circumstances:

(1) Whether the violation was intentional.

(2) Whether the party has committed other violations of Section 1777.5.

(3) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation.

(4) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices.

(5) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs. If a party seeks review of a decision by the Chief to impose a monetary penalty or period of debarment, the Administrator shall decide de novo the appropriate penalty, by considering the same factors set forth above.

(g) The interpretation of Section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council. The Administrator may adopt regulations to establish guidelines for the imposition of monetary penalties and periods of debarment and may designate precedential decisions under Section 11425.60 of the Government Code.

**NOTE: THE ABOVE CALIFORNIA LABOR CODE SECTIONS ARE AVAILABLE  
FROM THE INTERNET @ [www.dir.ca.gov/](http://www.dir.ca.gov/).**

**DAS 10 (Rev. 02-12)**

**DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT**

**BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.**  
*Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.*

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace.
  - b. The contractor's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance program.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
  - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

\* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION:

Date	Violation Type	Place of Occurrence
------	----------------	---------------------

If additional space is required use back of this form.

\* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: JOHN F. OTTO, INC. DBA OTTO CONSTRUCTION

BY: [Signature] Title: VICE PRESIDENT / OPERATIONS Date: 11-26-12

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

CITY OF SACRAMENTO

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL**  
**ONLY THE BASE BID NUMBERS ARE TO BE USED IN THE ESTIMATED DOLLAR VALUE**

CITY OF SACRAMENTO SUBCONTRACTOR and ESBE PARTICIPATION VERIFICATION			
To be eligible for award of this contract, the bidder shall list any business entity used to attain the ESBE goal. Additionally, all other subcontractors who perform work, labor, or render service in an amount in excess of one-half of 1 percent of the total bid amount shall be listed. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half (0.5) of one percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for <u>all</u> work / services listed. The inclusion of false information or the omission of required information will render the bid non-responsive. <b>READ THE ABOVE REQUIREMENT CAREFULLY</b>			
Name of Prime Contractor:		<b>BASE BID Amount:</b>	Date: <u>Nov. 9, 12</u>
Business Entity or Subcontractor Name and Location	Indicate EBE or SBE (subject to verification)	Items of Work and/or Description of Work or Service Subcontracted or Materials to be provided to complete contract	Estimated Dollar Value of Work / Services Provided FOR BASE BID
<u>GARRAHAN ELECTRIC, INC.</u> <u>5778 LUYUNG DRIVE</u> <u>RANCHO CORTONA, CA 95742</u>	<u>SBE</u>	<u>ELECTRICAL/LIGHTING</u>	<u>\$127,000</u>
<u>RIVER CITY PAINTING INC.</u> <u>4019 AUBURN BLVD.</u> <u>SACRAMENTO, CA 95841</u>	<u>SBE</u>	<u>PAINTING</u>	<u>\$35,940</u>

**EBE AND SBE CERTIFICATION STATEMENTS ARE DUE BY THE CLOSE OF BUSINESS TWO DAYS AFTER BID OPENING FOR BID TO BE RESPONSIVE**

**CITY OF SACRAMENTO**  
**PERFORMANCE BOND**  
Department of General Services  
Page 1 of 1

Bond No.: 105802886  
Premium: \$10,180.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to *(here insert full name and address of Contractor)*:

John F. Otto, Inc. dba Otto Construction, 1717 Second Street, Sacramento, CA 95811 as principal, hereinafter called Contractor, a contract for construction of:

**City Hall Garage Revitalization Project (V15510000/P13131541100)**  
which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

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

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:  
**Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183**  
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:  
One Million Forty Four Thousand Ninety Four & No/100 \*\*\*\*\* **DOLLARS**

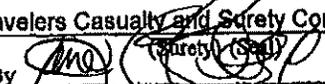
(\$1,044,094.00), for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

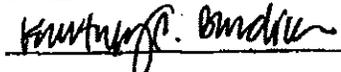
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does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

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on December 4, 2012.

John F. Otto, Inc. dba Otto Construction  
By  (Seal)  
Title J. Michael Feuz, President

Travelers Casualty and Surety Company of America  
By  (Seal)  
Title Jana B. Pilgard, Attorney in Fact

ORIGINAL APPROVED AS TO FORM:

  
City Attorney

Agent name & Address \*\*See Below

Agent Phone # Joel Buschmann 916-782-6637  
Surety Phone # Maggie Champion 916-852-5265  
California License # 0G13571

\*\*Buschmann, Buschmann & Laux Surety Insurance Services LLC  
300 Harding Blvd., Suite 209, Roseville, CA 95678

Form approved by CAO 5-9-12

**ACKNOWLEDGMENT**

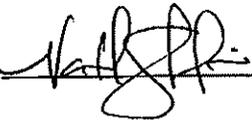
State of California  
County of Sacramento )

On November 24, 2012 before me, Natalie Ghilain, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**ACKNOWLEDGMENT**

State of California  
County of Placer

On December 4, 2012 before me, Kathy Rangel, Notary Public  
(Insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kathy Rangel (Seal)



**CITY OF SACRAMENTO**  
**PAYMENT BOND**  
Department of General Services  
Page 1 of 1

Bond No.: 105802886  
Premium: Included

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: John F. Otto, Inc. dba Otto Construction, 1717 Second Street, Sacramento, CA 95811

hereinafter called Contractor, a contract for construction of:

**City Hall Garage Revitalization Project (V15510000/P13131541100)**

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):  
Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183  
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of One Million Forty Four Thousand Ninety Four & No/100 \*\*\*\*\* DOLLARS  
(\$ 1,044,094.00), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on December 4, 2012.

John F. Otto, Inc. dba Otto Construction

By [Signature] (Contractor) (Seal)  
Title J. Michael Feuz, President

ORIGINAL APPROVED AS TO FORM:

[Signature]  
City Attorney

Travelers Casualty and Surety Company of America

By [Signature] (Surety) (Seal)  
Title Jana B. Pilgard, Attorney in Fact

Agent name & Address \*\*See Below

Agent Phone # Joel Buschmann 916-782-6637  
Surety Phone # Maggie Champlon 916-852-5265  
California License # 0G13571

\*\*Buschmann, Buschmann & Laux Surety Insurance Services LLC  
300 Harding Blvd., Suite 209, Roseville, CA 95678

Effective 7-1-12

**ACKNOWLEDGMENT**

State of California  
County of Sacramento

On November 26, 2012 before me, Natalie Ghilain, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**ACKNOWLEDGMENT**

State of California  
County of Placer )

On December 4, 2012 before me, Kathy Rangel, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kathy Rangel

(Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224023

Certificate No. 004820439

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert D. Laux, Joel J. Buschmann, Dona Lisa Buschmann, Jana B. Pilgard, and Kathy Rangel

of the City of Roseville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of April, 2012

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 23rd day of April, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of December, 2012.

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

**WORKER'S COMPENSATION CERTIFICATION**

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, Inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

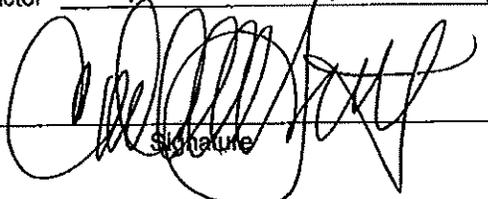
To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

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

DATE: Nov. 26, 2012

Contractor JOHN F. OTTO, INC. DBA  
OTTO CONSTRUCTION

By   
Signature

# C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan  
City of Sacramento Solid Waste Services  
2812 Meadowview Road, Building 1  
Sacramento, CA 95832  
Phone: (916) 808-4833 / Fax: (916) 808-4999  
C&D@cityofsacramento.org

## Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

## Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 456-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

## Recyclers\*

Bell Marine	(916) 442-9089
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7680
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
Recycling Industries, Inc.	(916) 452-3961
Sacramento Local Conservation Corps	(916) 386-8394
Smurfit-Stone Container Corporation	(916) 381-3340
Southside Art Center	(916) 387-8080
Spencer Building Maintenance, Inc.	(916) 922-1900

## Recovery Stations & Landfills

Elder Creek Recovery & Transfer Station	(916) 387-8425
Kiefer Landfill	(916) 875-5555
L & D Landfill	(916) 383-9420
North Area Recovery Station	(916) 876-5555
Sacramento Recycling & Transfer Station	(916) 379-0500
Waste Management Recycle America	(916) 452-0142

More updated information can be found online at:  
<http://www.cityofsacramento.org/utilities/>

\* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.

## Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of \$250,000 or more:

1. **Definitions.** For purposes of this section, the following terms, words and phrases shall have the following meanings:

"Certified C&D sorting facility" means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

"Construction and demolition debris" or "C&D debris" means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

"Divert" or "diversion" means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

"Franchised waste hauler" means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

"Mixed C&D debris" means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

"Recyclable C&D debris" means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

"Recycling facility" means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

"Source-separated C&D debris" means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

"Waste log" means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan.** A completed WMP (see Attachment 1) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See Attachment 2 for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see Attachment 3), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of all bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City (\$50-\$250 for first offense, \$251-\$500 for second offense, and \$501-\$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email [C&D@cityofsacramento.org](mailto:C&D@cityofsacramento.org)



# C&D Debris Waste Management Plan

C&D Debris Waste Management Plan  
City of Sacramento Solid Waste Services  
2812 Meadowview Road, Building 1  
Sacramento, CA 95832  
Phone: (916) 808-4839 / Fax: (916) 808-4999  
C&D@cityofsacramento.org

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min \$40, max \$800); security deposit is 1% of bid amount (max \$10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

## **A. Building Project Information:**

Project Bid Amount: \$ \_\_\_\_\_

Job Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

## **B. Briefly describe the project:**

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**C. Materials Required to be Recycled.** 60% of all debris must be recycled if generated during the course of your project. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the **mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see Section F. Definitions, on the next page, for more information.

## **D. Material Management.**

1. How will C&D debris will be stored on the project site: \_\_\_\_\_ Mixed C&D \_\_\_\_\_ Source-Separated
2. Company to haul away debris: \_\_\_\_\_
3. Facilities to receive debris: \_\_\_\_\_

# C&D Debris Waste Management Plan

C&D Debris Waste Management Plan  
City of Sacramento Solid Waste Services  
2812 Meadowview Road, Building 1  
Sacramento, CA 95832  
Phone: (916) 808-4839 / Fax: (916) 808-4999  
C&D@cityofsacramento.org

## E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at <http://www.cityofsacramento.org/utilities/>.

1. **Self-haul or self-hauling:** This is when the general contractor or a subcontractor who is doing work on the project hauls their own waste materials for recycling or disposal. Note that a jobsite cleanup crew is not doing other work on the project and is not self-hauling. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler:** Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation:** This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris:** This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility:** See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

## F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- ALL Clean Wood Waste (unpainted, untreated lumber, plywood and OSB), Inert Materials (concrete, asphalt paving, brick, block, and dirt), Wooden Pallets, Scrap Metal, and Corrugated Cardboard must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.

**PAY REQUEST APPLICATION**

**PROJECT NAME AND NUMBER: City Hall Garage Revitalization Project  
(V15510000/P13131541100)**

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

**PURCHASE ORDER NO. (Required):** \_\_\_\_\_ **COST CENTER: (V15510000)** \_\_\_\_\_

**INVOICE NO.:** \_\_\_\_\_ **PERIOD ENDING DATE:** \_\_\_\_\_

**SUBMITTAL OF A PROGRESS SCHEDULE IS REQUIRED TO BE SUBMITTED WITH THIS PAY REQUEST IN ACCORDANCE WITH CITY'S STANDARD SPECS; NO PROGRESS PAYMENTS WILL BE MADE FOR ANY WORK UNTIL SATISFACTORY SCHEDULE HAS BEEN SUBMITTED TO THE ENGINEER.**

<b>ORIG. CONTRACT AMT.</b>		\$ _____
<b>CHANGE ORDER NO. 1</b>	\$ _____	
<b>CHANGE ORDER NO. 2</b>	\$ _____	
<b>CHANGE ORDER NO. 3</b>	\$ _____	
<b>CHANGE ORDER NO. 4</b>	\$ _____	
<b>NET CHANGE BY CHANGE ORDERS:</b>	\$ _____	
<b>TOT ADJUSTED CONTRACT AMT TO DATE:</b>		\$ _____
<b>BALANCE OF CONTRACT TO FINISH:</b>	\$ _____	
<b>TOTAL COMPLETE AND STORED TO DATE:</b>		\$ _____
<b>LESS 5% RETENTION</b>	\$ _____	
<b>LESS PREVIOUS BILLINGS:</b>	\$ _____	
<b>AMOUNT DUE THIS INVOICE:</b>		\$ _____

**\*\*\*Labor Compliance (payrolls etc.) is current and submitted for this Pay Request\*\*\***

**Submitted By** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Submit To:** Department of General Services, Architecture & Engineering  
5730 24<sup>th</sup> Street, Bldg. 4  
Sacramento, CA 95822  
**Attn.:** Yadi Kavakebi, Project Manager/ Brenda Kee, Labor Compliance Officer

**Approved**  
**By (Const. Insp.)** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved**  
**By (Project Manager)** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved**  
**By (Labor Compliance)** \_\_\_\_\_ **Date:** \_\_\_\_\_

In accordance with Public Contract Code §20104.50 the City shall pay Contractor interest on any progress payment which is made by City more than 30 days after City receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in CCP§685.010(a), and shall begin to accrue upon the expiration of said 30 day period. Any written request for a progress payment which City determines to be disputed, improper or not suitable for payment for any reason shall be returned to Contractor within 7 days after receipt by City, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.  
(Rev. 9/17/04)





## EXHIBIT G

### DESIGN GUIDELINES

#### **1. Design Requirements**

##### **1.1 Design Professional Services**

Design-Builder shall provide the following professional services through completion of the Work.

Design-Builder shall prepare and submit for review by the City and other designated groups, Design Development Documents consisting of:

Drawings and Specifications including: Site plans, floor plans, signage plans and details, sections, elevations, structural repair detail drawings, electrical drawings, and other mutually acceptable drawings, and respective specifications to identify and illustrate the size, extent and character of the Work in its essentials as to materials, type of structure, method of repairs and electrical systems; fixtures and any other systems essential for the definition of the Work, including interface of all systems and work plans. Documents shall as a minimum include:

##### **1.1.2 Design Development Phase**

- a. Building Code describing all the basic design assumptions and criteria for project related decisions.
- b. Architectural and Structural Repair Plans - dimensioned, specific detail elevations, showing connections to existing structure and method of repairs proposed.
- c. Painting concepts - showing locations of various paint scheme, materials and basic layout and color selections of each area.
- d. Retail Signage and Way finding Signage Plans - dimensioned, showing Design Development Phase information, all material and color selections, and methods of compliance with the requirements of the Americans with Disabilities Act (ADA) and Title 24. Include code analysis as required or requested by the City and all code jurisdictions.
- e. Reflected Ceiling Plans - sufficient detail to indicate all design decisions, exposed ceiling mounted fixtures, signs, location of fixtures or signs proposed.
- f. Lighting and electrical plans for illuminated retail signs, exterior lighting, lighting control panel(s) and other related electrical as required, type, mounting height, lamp type, wattage, shielding and foot-candle levels on a 10ft x 10 ft grid in plan view, as well as the exterior faces of the building and light levels on adjacent parcels.
- g. Exterior lights, supports and exterior shelves shall be designed to prohibit perching by birds as required or requested by the City.

- h. Exterior Elevations - dimensioned, showing with all new material and color selections.
- i. Typical building sections and all interior elevations necessary to illustrate design decisions and system coordination including all material and color selections, Title 24 – Part 6 energy compliances. (Refer to Section 1.3.1).
- j. Identify energy conservation measures and renewable resources criteria that will be used and their impact on LEED/or sustainability compliance and Title 24 – Part 6 Energy Compliance.
- k. Electrical Design, layout drawings, load and lighting density calculations for each space and zone, control recommendations, energy saving options, and equipment specifications and manufacturers' cut sheets.
- l. Preliminary Specifications - in CSI Division format with sufficient detail to indicate all decisions, including complete detail cut sheets of all specified equipment (with maintenance requirements) and materials.
- m. Design Development Phase binder indexing all manufacturer's cut sheets and maintenance requirements on all equipment, materials and finishes.
- n. Design-Builder shall prepare alternatives with options and risk assessments for each alternative. Develop preliminary site development plans, floor plans and quality control standards for each alternative.
- o. Submit one (1) reproducible set, five (5) full size copies on bond paper plus a version in Adobe Acrobat of the above-mentioned documents for review and approval by the City.
- y. Meet with City staff during the design phases and/or review period to discuss staff comments and address potential problems or inconsistencies.
- p. Provide a detailed GMP-breakdown itemizing cost and assumptions for the entire project with deductive alternates, if needed, to provide a project within the available project budget.
- q. Provide drawings and support documentation requested by City.
- r. Design, prepare, coordinate, secure approvals, and secure all necessary permits as required. Bldg. Dept. Permit fee ONLY will be paid by the City

### **1.1.3 Construction Document Phase**

- a. Building Code Analysis describing all the basic design assumptions and criteria for project related decisions.
- b. Site Plan/ Engineering Plans - dimensioned, showing utility information, points of service, distribution and size of utility services, parking locations and connection to existing or new services. Confirmation of connection points with the appropriate utilities and agencies as applicable.
- c. Floor Plans - dimensioned, showing all materials and color selections, fixtures and any equipment layouts, and methods of compliance with the requirements of the Americans with Disabilities Act (ADA) and Title 24. Include exiting analysis of current conditions as required to complete the job.

- d. Reflected Ceiling Plan - sufficient detail to indicate all lighting decisions, exposed ceiling mounted equipment, location of sprinkler heads, maintenance clearance requirements .
- e. Site lighting and exterior lighting plans indicating the location, type, mounting height, lamp type, wattage, shielding and foot-candle levels on a 10ft x 10ft grid in plan view as well as the exterior face of the building and lighting levels on adjacent parcels.
- f. Site lights, poles, supports and exterior shelves shall be designed to prohibit perching by birds as requested by the City and/or required.
- g. Roof Plan/top parking level- showing all repairs, mounted equipment, screening etc. as requested by the City and/or applicable to complete the job.
- h. Exterior Elevations - dimensioned, showing detail design decisions, connections repairs, additions, supports and modifications in detail with all noted material and color selections.
- i. Typical building sections and all interior elevations necessary to illustrate design decisions and system coordination including all material and color selections, Title 24 – Part 6 energy compliance or sustainability requirements and/or compliance (Refer to Section 1.3.1).
- j. Preliminary Structural Repair Plans - with final detail documenting all structural decisions, material selections, quality, size, spacing anchorage and reinforcing.
- k. Electrical Design, layout drawings, load and lighting density calculations for each space and zone, control recommendations, energy saving options, and equipment specifications and manufacturers' cut sheets.
- l. Drawings, calculations, specifications and manufactures cut sheets illustrating all on-site and off-site development work.
- m. Specifications - in CSI Division format with sufficient detail to indicate all decisions, including complete detail cut sheets of all specified equipment (with maintenance requirements) and materials.
- n. Drawings illustrating on-site and off-site requirements.
- o. Project binder indexing all manufacturers's cut sheets and maintenance requirements on all equipment, materials and finishes.
- p. Engineering calculations, including basic structural support, installation and repair details.
- q. Supporting design, engineering, calculations and design development drawings necessary to complete as part of the repair details, signage connections and any other requirement to complete the project.
- r. Prepare project cost estimates and coordinate with the City's cost estimator to review intermediate and final cost estimates for the project. The City's cost estimator is not a substitute for the Design-Builders responsibilities, but serves as a reference for the City only.
- s. Submit one (1) reproducible set, five (5) full size copies on bond paper plus a versions in Adobe Acrobat and AutoCAD formats of the above-mentioned documents for review and approval by the City.
- t. Meet with City staff during this phase and discuss staff comments and

address potential problems and/or inconsistencies.

- u. Provide a budget updated construction cost with detailed comparison to the approved GMP and document how the project remains within budget.
- v. Provide drawings and support documentation requested by City.
- w. Design, prepare, coordinate and secure approvals as required to complete work related to this project.
- x. As requested or required coordinate, organize, host and conduct charrettes and similar work sessions to define requirements for Sustainability, Title 24 and similar design requirements for the project as requested by the City.
- y. Provide final Title 24 – Part 6 Energy Compliance Documentation and associated Acceptance Forms.
- z. Secure all reviews, approval and permits. Bldg. Dept. Permit fee ONLY will be paid by the City.

**1.2 Design-Builder shall provide the following professional services through completion of the work.**

**1.2.1 Public Information Meetings/Design Presentations/Public Meetings**

Design-Builder shall prepare, coordinate, and participate in relevant informational meetings, presentations, coordination sessions, workshops, public meetings and similar activities for the project. Design-Builder shall be responsible for preparing meeting notes for all activities listed above and distributing copies of notes and a list of follow-up actions to all parties designated by the City.

**1.2.3 Meetings, Notes and Agenda**

Where the Design-Builder has the responsibility for meetings in this agreement they shall be responsible for the following:

1. Contact all participants and coordinate a mutually acceptable time and location; and
2. Prepare and issue the meeting agenda prior to the meeting; and,
3. Prepare and maintain all meeting notes; and,
4. Meeting notes shall include and action item list with designated responsible individuals and deadlines for each item; and,
5. Provide copies of the meeting notes and action items to all meeting participants no more than two (2) working days following each meeting.

**1.3.5 Fixtures, Systems, Equipment**

Design-Builder shall be responsible for design, specification, purchase

and installation of all equipment, systems and equipment related to the project, including items not permanently attached to the building. The contract documents shall provide details and specifications on all fixtures and equipments permanently attached to the building, including, but not limited to devises, structural support s for retail and way-finding signs, etc. Contract documents shall include design, specification, bid documentation, coordination and support necessary for proper installation of all signs, systems; and equipment.

The Design-Build team shall be responsible for design, selection, purchase specifications and bid documents for the following items:

1. Retail and Way finding signage system throughout the garage.

**1.3.6 Building Interior, Exterior and Site Signage**

Design-Builder shall be responsible for design, purchase and installation of all interior, exterior ADA signage specifications, and documentation

**1.3.7 Additional Clarification and Documentation**

Design-Builder shall provide additional details, isometrics, sections, calculations and similar information when requested by City to clarify design and installation requirements and coordination on the project as part of the basic services under this contract.

**1.3.8 Code / Regulatory Interpretation or Conflict**

Where an interpretation, regulation, law or code conflicts with other interpretations, regulations, law or codes the Design-Builder shall follow the most stringent requirement.

**1.3.9 Title 24 Access Conflicts with ADA**

Where a conflict or apparent conflict arises between Title 24 access requirements and requirements set forth under the Americans with Disabilities Act both requirements shall be met.

**1.4 Design-Builder shall comply with the following procedural requirements throughout completion of the work.**

**1.4.1 Public Information Releases**

Design-Builder, and all associated firms and/or individuals, shall not release information concerning this Project for public relations or promotional purposes without the specific written authorization of the City. This limitation shall not prohibit the Design-Builder from referencing this Project in proposals developed by the Design-Builder to secure other contracts provided that the City is contacted in advance

and approves such use and reference.

Upon request by the City, Design-Builder shall provide information necessary for the public information releases by the City.

**1.4.2 Supporting Information Services**

Design-Builder agrees to work with the City and develop, prepare and provide information requested by regulatory agencies, reviews, environment assessments and similar activities necessary to obtain required consensus, reviews and approvals for the project and related activities, and to pay for all related fees, excluding the City Building Department plancheck and permit fees.

**1.4.3 Separate City Consultants**

The City may secure the services of multiple separate consultants throughout the duration of the project and this contract. Design-Builder shall meet, coordinate, provide supporting information and generally support the work efforts of these consultants in a timely and expeditious manner at no additional cost to the project.

**1.4.4 Incentives, Rebates and Tax Benefits**

Design-Builder shall be responsible for reviewing the project scope and objectives with City staff and investigating the availability and impact of current or anticipated incentives and/or rebates for energy efficient design improvements available to the project. Design-Builder shall evaluate the operational and lifecycle impacts with City staff. Design-Builder shall prepare all documentation, calculations and supporting paperwork required to file for any incentives and/or rebates.

Rebates and incentives available to the owner or occupant shall remain the property of the City; however, incentives and tax benefits available only to the design team shall remain the property of the design team in addition to compensation set forth in this contract. The design team is responsible for all documentation, testing, certification and similar actions necessary to document qualifications for incentives and/or tax benefits for the design team and the City. The City assumes no responsibility for loss of incentives or tax benefits to the design team due to actions by the City or the contractor(s).

**1.4.5 System Commissioning**

As requested by the City and required, design-Builder shall coordinate with City staff, develop and prepare a commissioning plan for the project to be included in the construction documents. The system-commissioning plan may include portions of the Title 24 Part 6 Acceptance Testing Requirements Design-Builder shall prepare scope and scheduling for commissioning all systems designed by Design-Builder. Design-Builder shall be responsible for field investigation,

testing, development of commissioning reports and documentation of all commissioning activities. Design-Builder shall coordinate all field commissioning to allow City adequate opportunity to observe field tests necessary for system commissioning with a minimum 72 hours notice.

Design-Builder is the Commissioning Authority and responsible for all portions of Title 24 Part 6 Acceptance Testing requirements.

**1.4.6 Building Maintenance, Operations, Servicing**

Design-Builder shall meet with representatives from the City to determine how systems, spaces and access in the building will be facilitated for servicing and maintenance.

**1.4.7 As-Built Documents**

Design-Builder shall maintain a set of "as-built" drawings on site and updated on a weekly basis during construction, and available for the City to review. Design-Builder shall incorporate all construction changes in the final digital version of the drawings and specifications and provide the "As-Built" CAD drawings to the City at the completion of the work with all operations and maintenance manuals within 20 calendar day of securing the final occupancy permit. The "As-Built" drawings shall be in AutoCAD format on electronic media as well as in PDF and TIFF formats. All specifications, submittals, operations and maintenance manuals shall be provided to the City in Microsoft Word format as well as Adobe Acrobat format. Final documentation shall include videos of all training and system start-up. The Design-Builder shall provide a written copyright release for all documents prepared for execution of the work to the City of Sacramento with the As-Built documents.

**1.4.8 Information Format**

Design-Builder shall provide all information developed for the project in an electronic format the City can readily use for reports, public notices, press releases, presentations and similar activities. The format shall be compatible with existing City software and resources.

**1.4.9 Review and Coordination**

Design-Builder shall, organize and conduct reviews of design, details and assumptions with the City, Regulatory Authorities and Utilities as needed for efficient execution of the work, and to insure the City is involved in the development of the design solution. On or about the time of the scheduled submissions, Design-Builder shall establish a preliminary list of meetings necessary for the efficient execution of the Work. The meetings, document preparation and submittal deadlines shall be incorporated into the project schedule.

Minutes of all meetings shall be prepared and maintained by Design-Builder and provided to all attendees for review within 5 calendar days of the meeting.

**1.4.10 GMP Update and Value Engineering**

Design-Builder shall maintain and update the GMP summary, GMP Detail and the Schedule of Values at the end of each phase of the design and at the completion of each bid, at anytime when an estimate or allowance is adjusted, at anytime when a final cost can be assigned to an estimate or allowance and each time contingency funds are approved for use by the City. The updated GMP summary, GMP Detail and Schedule of Values shall be provided to the City in hardcopy and electronic format within 3 working days of each update listed above.

**1.4.11 Ownership of Contingency Funds**

The City retains ownership of all contingency funds. Where actual costs are less than estimates or allowances in the GMP the savings shall be transferred to the contingency. Only the City can authorize the use of contingency funds. Contingency funds remaining at the end of the project remain with the City.

**1.4.12 Ownership of Scheduled Float**

The City retains ownership, control and authorization to use all float in the project schedule. The project schedule shall indicate final completion of all construction activities, including any and all, commissioning, punchlist items and training by Design-Builder. The construction schedule shall include an additional 60 calendar days of float after completion of all tasks on the Design-Builder's schedule. The GMP shall include all overhead costs necessary through the completion of the construction schedule and all float.

**1.4.13 Coordination and Submittal**

The Design-Builder is responsible for coordinating all necessary meetings, including meetings with reviewing agencies, regulatory agencies and other entities that are involved in the project. Design-Builder shall prepare all submittal documentation, prepare and submit all drawings and calculations, pay all fees (excluding City of Sacramento Building Plancheck and Inspection fees) and complete all coordination necessary to secure reviews, approvals and similar actions necessary to complete the project.

**1.4.14 Applicable Code(s)**

The Design-Builder is responsible for completing the design to meet all code requirements in effect on the date of submittal to the appropriate regulatory authority. Where subsequent submittals are reviewed under a different code and conflicts occur, or Design-Builder shall be responsible for all coordination, revisions and associated costs.

**1.4.15 Off-Site Access Improvement Costs**

The Design-Builder is responsible, if any, for maintaining separate description, cost detail and summaries for all off-site access improvement costs completed each fiscal year (July 1 – June 30).

Information on costs shall be provided to the City each July 15 through completion of the work.

**1.4.16 Interim Design Reviews**

City's review and approval of interim design submissions and Construction Documents are for the sole purpose of establishing a set of Contract Documents compatible with the requirements of the Work. Neither City's review nor approval of any interim design submissions or Construction Documents shall be deemed to transfer any design liability from Design-Builder to City. City's review and approval shall not release the Design-Builder from compliance with ALL requirements in the Contract Documents unless specific item(s) are identified for modification, addition or removal and approved in writing by both the City and Design-Builder.

**1.4.17 Partial Design and Permit Reviews**

To the extent allowed by the Contract Documents and legal requirements, Design-Builder may prepare interim design submissions and Construction Documents for portions of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work. The Design-Builder is responsible for all documentation and coordination necessary to secure any partial permits, if allowed and available. Design Builder assumes all risk and cost associated with partial permits on the Work.

**EXHIBIT H**

**PROFESSIONAL HOURLY RATES  
(FULLY BURDENED RATES)**

Principal	\$250
Associate Principal	\$197
CASp	\$197
Sr. Project Manager	\$197
Sr. Project Architect	\$197
Project Architect	\$149
Project Manager	\$133
Interior Designer	\$112
Project Technical I	\$112
Project Technical II	\$96
Project Technical III	\$75
Project Engineer	\$75
Project Superintendent	\$133

Services by the Architect or CASp as a witness for expert testimony shall be billed at \$285/hour

**EXHIBIT I**  
**DIVISION 1 SPECIFICATIONS**

SECTION 01 1010

**SUMMARY OF WORK  
CITY HALL PARKING GARAGE REVITALIZATION PROJECT (V15510000)**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

The Contractor will act as the Design/Build Contractor and will assist with the Design Development and Construction Documents, Value Engineering and the construction of the "City Hall Garage Revitalization Project", located at 1000 I Street, Sacramento, California. This work shall be in basic conformance with the Architectural, Various General Repairs, Structural Repair, Replacement of existing signs with new Retail Signage, Way Finding Directional signs and graphics, Repainting of all exterior and interior spaces and New Electrical work such as New exterior light fixtures and New Lighting Control panel(s) Design Schematics/Development Drawings contained herewith, including all materials, labor, tools, equipment, transportation and services necessary, complete, and ready to use. The Contractor will work with the City and the design architect team to produce an acceptable design for this facility within the available budget and schedule. The work will involve the site preparation and construction of the existing City Hall Garage as shown on the final Construction Documents.

The general contractor is responsible to insure all work is completed and coordinated, and all accessories are installed per manufacture's recommendations maintaining all warranty/guarantees on any item covered by this contract.

**1.2 CONTRACTOR ACCESS TO AND USE OF SITE**

- A. City will designate an entrance to the Project site.
- B. Use of premises for work, storage and vehicular parking is limited to areas designated by City.

**1.3 SURROUNDING SITE CONDITION SURVEY**

- A. Prior to commencement of Work, Contractor and City shall jointly survey the site and existing buildings, paving, plant life, and other items, noting and recording existing damage such as cracks, sags, loose materials and other existing damage.
- B. This record shall serve as a basis for determination of subsequent damage to these items due to settlement or movement due to demolition and construction operations.
- C. Such damage, as noted, shall be suitably marked on the item, if possible, and the official record of existing damage shall be signed by the parties making the survey.
- D. Cracks, sags or other damage to the site and adjacent buildings, paving and other items not noted in the original survey but subsequently observed shall be reported immediately.

**1.4 PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

- A. The Construction Drawings will show all known existing above and below grade structures; drainage lines; storm drains; sewers; water, gas, electrical and hot water lines; and other similar installations which are known to exist in the area of the Work.

- B. Locate these known existing installations before proceeding with excavation or other operations which may damage same; maintain them in service unless directed otherwise by the City; and repair damage to them caused by the performance of the work, at no cost to the City.
- C. In addition to reporting, if a structure or utility is damaged, Contractor shall take appropriate action as provided in the Contract Documents.

1.06 USE AND OCCUPANCY OF WORK PRIOR TO ACCEPTANCE BY CITY

- A. The City may use and occupy the building before formal acceptance under the following conditions:
  - 1. A Certificate of Substantial Completion will be prepared and executed as provided in the Contract Documents. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by City during the remaining period of the work.
  - 2. Occupancy by City shall not be construed as being an acceptance of that part of the work to be occupied.
  - 3. Contractor will not be held responsible for any damage to the occupied part of the Work resulting from the City's occupancy.
  - 4. Occupancy by the City shall not be deemed to constitute a waiver of existing claims in behalf of the City or Contractor against each other.
  - 5. If required by the City for areas it has beneficially occupied, make available utility services, heating, and cooling as are in condition to be put in operation when such beneficial use and occupancy occurs. Be responsible for the operation and maintenance of such equipment while it is so operated until the Work is complete and the affected areas occupied, at which time operation and maintenance of such equipment shall be assumed by the City.
  - 6. Make an itemized list of each piece of equipment operated during beneficial occupancy, with the date operation commences. This list shall be the basis for the commencement of guarantee periods on the equipment being operated for the benefit of the City's occupancy.
  - 7. The City will pay for the utility costs associated with occupancy during construction.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01025

**PAYMENTS & MEASUREMENTS**

**PART 1 - GENERAL**

**1.01 SCHEDULE OF VALUES**

- A. Submit Schedule of Values on form contained in the Contract Documents. Contractor's standard forms and automated printout will be considered for approval upon request. Identify schedule with: Project name and City CIP Number, Contractor's name and address, all of the subcontractor's names, addresses and type of Work, indicate the time covered by the invoice, the invoice number along with invoice submission date.
- B. List the installed value of the component parts of the Work broken down into sufficient detail to serve as a basis for computing values for progress payments during the performance of the Work. For example, in the case of drywall Work, identify components such as wallboard, accessories, taping and finishing.
- C. Follow the Specifications table of contents as the format for listing component items; identify each line item with the number and title of the respective Specification Section.
- D. For each major line item, list sub-values of products or operations.
- E. For the various portions of the Work:
  - 1. Include a separate line item for the amount of overhead and profit drawn.
  - 2. For portions of Work in excess of ten thousand dollars (\$10,000) in cost, separately identify labor and material costs.
- F. The sum of values listed in the Schedule of Values shall equal the total Construction Contract Sum. Design and Cost Estimating costs are to be identified separately.

**1.02 APPLICATIONS FOR PAYMENT**

- A. General: Submit Pay Request Applications for payment to the Project Manger in accordance with the Schedule of Values established by the Contract Documents.
- B. Submit itemized applications on the Schedule of Values form contained in Contract Documents.
  - 1. Line items and dollar values shall be from the approved Schedule of Values.
  - 2. Include names, trades, and amounts for Subcontractors.
  - 3. Overhead and profit shall be a line item each month for Contractor and Sub-contractors.
- C. Preparation of Application for Each Progress Payment:
  - 1. On application forms, fill in:
    - a. required information, including Change Orders executed prior to application.
    - b. summary of dollar values agreeing with the totals indicated on the Continuation Sheets.
    - c. certify with the signature of an authorized agent of the Contractor's firm.

2. Continuation Sheets:

- a. Fill in total list of scheduled component items of Work with item number and the scheduled dollar value for each item.
- b. Fill in the dollar value in each column for each scheduled line item when Work has been performed or products stored as approved. Round off values to nearest dollar, unless otherwise specified for the Schedule of Values.
- c. List each Change Order executed prior to the date of submission at the end of the Continuation Sheets. List by Change Order Number, description, and breakdown of costs as for an original component item of Work.

D. Substantiating Data for Progress Payments:

1. When substantiating data are required, submit suitable information as specified in SECTION 01300 - SUBMITTALS with a cover letter identifying:
  - a. Project Name and CIP Number.
  - b. Application number and date.
  - c. Detailed list of enclosures.
  - d. For approved stored materials:
    - 1) Item number and identification as shown on application.
    - 2) Address of warehouse facility and copy of insurance documents for said facility.
    - 3) Description of specific material.

E. Preparation of Application for Final Payment:

1. Fill in application form as specified for progress payments.
2. Use Continuation Sheets for presenting the final statement of accounting.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

END OF SECTION

SECTION 01035

**MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Promptly implement change order procedures.
  - 1. Provide full written data required to evaluate changes.
  - 2. Maintain detailed records of work done on a time-and-material/force account basis, submitted to the City daily.
  - 3. Provide full documentation to City on request.
- B. Designate the member of Contractor's organization who is authorized to accept changes in the Work and is responsible to inform others in the Contractor's employ of the authorization of changes in the Work.
- C. City Project Manager is the person who is authorized to execute Change Orders.

**1.02 RELATED REQUIREMENTS**

- A. General Conditions:
  - 1. Methods of determining cost or credit to City resulting from changes in Work.
  - 2. Contractor's claims for additional costs.
- B. Section 01025: Payments & Measurements.
- C. Section 01311: Bar Chart.
- D. Section 01605: Substitution Request Form.
- E. Section 01700: Agreement Closeout.

**1.03 DEFINITIONS**

- A. Change Order: See General Conditions.
- B. Construction Change Authorization: A written order to the Contractor, signed by City, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change which affects the Agreement Sum and/or the Agreement Time, for inclusion in a subsequent Change Order.
- C. Supplemental Instructions: A written order, instructions, or interpretations, signed by City, making minor changes in the Work not involving a change in Agreement Sum or Time.

**1.04 PRELIMINARY PROCEDURES**

- A. City may initiate changes by submitting a Proposed Change Order ("PCO") which includes:
  - 1. Detailed description of the Change, identifying location and materials to be altered.
  - 2. Estimated additional time needed for making the change and if overtime work is authorized.
  - 3. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.

- B. Contractor may initiate changes by submitting a written notice to City, containing:
  - 1. Description of the requested Change and the reason for making the change.
  - 2. Statement of the effect on the Agreement Sum and/or the Agreement Time, along with documentation supporting the change in Agreement Sum and/or Time, as appropriate.

#### 1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price with sufficient substantiating data to allow City to evaluate the quotation.
- B. On request provide additional data to support time and cost computations:
  - 1. Labor, Equipment and Products required; including source, unit cost and quantities.
  - 2. Taxes, insurance and bonds.
  - 3. Credit for work deleted from Agreement, similarly documented.
  - 4. Justification for any change in Agreement Time.
- C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information:
  - 1. Dates and times work was performed, and by whom.
  - 2. Time record, summary of hours worked, and hourly rates paid.
  - 3. Receipts and invoices for:
    - a. Equipment used, listing dates and times of use.
    - b. Products used, listing of quantities.
      - c. Subcontracts with description and fees paid.
- D. Document requests for substitutions for Products as specified in Section 01600.

#### 1.06 PREPARATION OF CHANGE ORDERS

- A. City will prepare each Change Order.
- B. Change Order will describe changes in the Work, both additions and deletions, with PCO's or other attachments to define scope of revisions to Contract Documents.
- C. Change Order will provide an accounting of the adjustments in the Agreement Sum Time.
- D. City will sign the Change Order as authorization for Contractor to proceed with changes.
- E. Contractor will sign the Change Order to indicate agreement with the terms therein.

#### 1.07 UNIT PRICE CHANGE ORDER

- A. When quantities of the items cannot be determined prior to start of the work:
  - 1. City will issue a construction change authorization directing Contractor to proceed with the change on the basis of unit prices and will cite the applicable unit prices.
  - 2. At completion of the change, City will determine the cost of such work based on the unit prices and quantities used. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Agreement Time.

3. City will sign the Change Order as authorization for Contractor to proceed with changes.
4. Contractor will sign the Change Order to indicate agreement with the terms therein.

#### 1.08 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER

- A. City will issue a PCO authorizing/directing Contractor to proceed with the changes.
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the "Documentation of Proposals and Claims" of this Section.
- C. City will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- D. City will sign and date the Change Order to establish the change in Agreement Sum and Time.
- E. Contractor will sign and date the Change Order to indicate their agreement therewith.

#### 1.09 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Revise Schedule of Values, Construction Schedule and Request for Payment forms to record each change, and to record the adjusted Agreement Sum.
- B. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

#### PART 2 - PRODUCTS

Not Used.

#### PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01036  
**ALTERATION PROJECT PROCEDURES**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Repairing, patching and finishing of existing work.
  - 2. Transitions and adjustments.
  - 3. Repair of damaged surfaces and components.
  
- B. Related Sections:
  - 1. Section 01 1010– Summary of Work
  - 2. Section 02 4120 – Selective Building Demolition
  - 3. Section 03 0140 – Concrete Maintenance
  - 4. Section 07 9200 – Joint Sealers
  - 5. Section 09 0170.19 – Wall Finish Restoration
  - 6. Section 09 0100 – Painting
  - 7. Section 10 8113 – Bird Control Devices

**1.2 PROJECT CONDITIONS**

- A. Drawings and Specifications
  - 1. The scope of the project, as defined on the drawings and in the specifications, reflects City-furnished requirements (design program), City-furnished documentation (reports and existing drawings), and field observations by the design team.
  
- B. Statement of conditions and repairs
  - 1. A survey of existing conditions has been prepared by the City and is attached to the end of this Section. The report identifies, locates and describes designated repairs that are a part of the scope of the Project, and is hereby made a part of the project description and requirements.
  
- C. Contractor Responsibilities
  - 1. The Contractor shall review all project documents and visit the site to examine existing conditions and become familiar with project requirements prior to making any submissions pursuant to the Project.

**PART 2 PRODUCTS**

**2.1 MATERIALS**

- A. New Materials:
  - 1. Provide new materials to match existing adjacent materials for closing of openings, repairs, and reconstructions where suitable salvaged materials do not exist, are insufficient in quantity, or where reuse is not permitted.
  - 2. Match existing materials in material, type, size, quality, color, finish, and other attributes.
  
- B. Reused Materials:
  - 1. Clean and prepare salvaged materials for reuse.
  - 2. Do not use materials with objectionable chips, cracks, splits, dents, scratches, or other defects.
  - 3. Repair operable items to function properly.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

- A. Test materials to be used in repairs for compatibility with existing materials; do not use incompatible materials.
- B. Cut, move, or remove items as necessary for access to alterations and renovation work. Replace and restore upon completion.
- C. Remove, cut, and patch work in manner to minimize damage and to provide means for restoring products and finishes to their original or specified new condition.
- D. Remove unsuitable materials not marked for salvage.
- E. Remove debris and abandoned items from areas of work and from concealed spaces.

### **3.2 ALTERATIONS**

- A. Coordinate alterations and renovations to expedite completion.
- B. Install products and finish surfaces as specified in individual sections, or where no specification section exists to match existing.
- C. Refinish visible surfaces to specified condition, with neat transition to adjacent surfaces.
- D. Finish patches to provide uniform color and texture over entire surface, with repairs not discernible from normal viewing distance. If finish cannot be matched, refinish entire surface to nearest intersections.
- E. Where removal of partitions or walls results in adjacent spaces becoming one, rework finished surfaces to smooth plane, without breaks, steps, or bulkheads.
- F. Where new work abuts or aligns with existing, provide smooth and even transition. Where a change-in plane of 1/4 inch or more occurs, submit recommendation to Design/Builder for transition.
- G. Where alterations expose mechanical and electrical components that were previously concealed, renovate to be concealed in completed work.
- H. In addition to specified replacement of equipment and fixtures, restore mechanical and electrical systems to full operational condition.
- I. Patch holes in exposed surfaces left by removal of mechanical and electrical components.

### **3.3 CITY REPORT – CITY HALL PARKING GARAGE REPAIRS**

- A. The report commences on the following page.

END OF SECTION

SECTION 01040

**COORDINATION**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Coordinate the Work; do not delegate the responsibility for coordination to any Subcontractor.
- B. Resolve differences or disputes concerning coordination, interference, or extent of Work of the various sections. The Contractor's decisions, if consistent with the requirements of the Contract Documents, shall be final.

**1.02 COORDINATION**

- A. Coordinate scheduling, submittals and Work of the various Specification Sections to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of all Work in preparation for Substantial Completion.
- C. Coordinate access to site for correction of defective Work and Work not in accordance with the Contract Documents to minimize disruption of City's activities.

**1.03 ELECTRICAL AND MECHANICAL COORDINATION**

- A. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of all Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- B. Coordinate space requirements and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance and for repairs.
- C. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. This includes identified "Conduit or Pipe Runs for Future Equipment". Coordinate locations of fixtures and outlets with finish elements.

**1.04 COORDINATION DRAWINGS**

- A. Prepare coordination drawings, if required, and submit prints of the drawings before beginning fabrication or delivery of materials to the Project site. The prints will not be reviewed or approved by City, but will be received as an indication that the Contractor has performed coordination functions.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not used

**END OF SECTION**

SECTION 01045

**CUTTING AND PATCHING**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. This section describes the requirements for performing cutting and patching.

**1.02 QUALITY CONTROL**

A. Design Criteria:

1. Patching shall achieve security, strength, and weather protection, as applicable and shall preserve continuity of fire ratings.
2. Patching shall successfully duplicate undisturbed adjacent finishes, colors, textures and profiles.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Materials shall be as specified in the applicable, individual Specification Section's.

**PART 3 - EXECUTION**

**3.01 EXAMINATION**

- A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing work, inspect conditions affecting performance of Work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

**3.02 PREPARATION**

- A. Provide temporary supports to ensure structural integrity of existing material. Provide devices and methods to protect other portions of Facility from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work.

**3.03 PERFORMANCE**

- A. Perform cutting, associated structural reinforcing and patching in a manner to prevent damage to other Work and to provide proper surfaces for the installation of new materials, equipment and repairs.
- B. Do not cut or alter structural members without approval of Project Manager. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior City approval.

- C. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.
  
- F. Finish or refinish, as required, cut and patched surfaces to match adjacent finishes. Paint over complete surface plane, unless otherwise approved by City. Over patched wall or ceiling surfaces, paint to nearest cutoff line for entire surface, such as intersection with adjacent wall or ceiling, beam, pilasters or to nearest opening frame, unless otherwise indicated. Painted surfaces shall not present a spotty, touched-up appearance.

END OF SECTION

SECTION 01060

**REGULATORY REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. This Section covers general requirements for codes and standards pertaining to the work and is supplementary to the codes and standards referenced elsewhere in the Contract Documents.

**1.02 CODES AND STANDARDS:**

- A. Requirements of Regulatory Agencies; Pertaining ordinances, laws, rules, codes, regulations, standards, and orders of public agencies having jurisdiction of the work are intended wherever reference is made in either the singular or plural to Code or Building Code except as otherwise specified, including, but not limited to the following listing:

1. Title 8, California Code of Regulations (CCR), Industrial Relations, Chapter 4, Division of Industrial Safety, Safety Orders (CAL/OSHA).
2. Title 19, CCR, Public Safety
3. Title 21, CCR, Public Works
4. Title 24, CCR, Part 2, Building Standards
5. Current Uniform Building Code (UBC)
6. Current Uniform Mechanical Code (UMC)
7. Current Uniform Plumbing Code (UPC)
8. Current Uniform Fire Code (UFC)
9. Current National Electrical Code (NEC)
10. National Fire Protection Association (NFPA)
11. State and Local Public Health Codes
12. City of Sacramento Code
13. Standard Specifications – City of Sacramento, June 1989

- B. Standard and Reference Type specifications:

1. Specifying by reference to standard and reference type specification documents or to another portion of the Contract Documents shall be the same as if the referenced document or portion referred to were exactly repeated at the place where reference is made.
2. The standard or reference type specification documents shall be those of the current issue unless otherwise specified.

**1.03 CONFLICTS**

- A. In case of conflict between the requirements of regulatory agencies and the referenced standard or reference type specification documents, the Contractor shall immediately notify the Project Manager/Inspector and conform to the most restrictive requirement if such conformance is legal and approved by the City.

**PART 2 – PRODUCTS** Not Used

**PART 3 – EXECUTION** Not Used

**END OF SECTION**

SECTION 01090

DEFINITIONS AND REFERENCE STANDARDS

PART 1 GENERAL

1.01 DEFINITIONS

- A. General Requirements: The provisions or requirements of Division - 1. General Requirements apply to entire Work and to other elements that are included in the project.
- B. Indicated: The term "Indicated" is a cross-reference to details, notes or schedules on Drawings, to other paragraphs or schedules in the Specifications and to similar means of recording requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled" and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference and no limitation of location is intended except as specifically noted.
- C. Directed, Requested, etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted" and "permitted" mean "directed by City", "requested by City", etc. However, no such implied meaning will be interpreted to extend City's responsibility into Contractor's area of construction supervision.
- D. Approve: Where used in conjunction with City's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of City's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by City be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.
- E. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, as applicable in each instance.
- F. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- G. Installer: The entity (person or firm) engaged by Contractor or its subcontractor or sub-subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in operations they are engaged to perform.

1.02 QUALITY ASSURANCE

- A. For products specified by association, trade or Federal Standards, comply with requirements of the standard, unless more rigid requirements are specified or required by applicable codes.
- B. The date of the standard is that which is in effect as of the Proposal date, or date of City-Contractor Agreement when there are no bids, except when a specific date is specified.
- C. When required by individual Specifications section, obtain copy of standard. Maintain copy during submittals, planning and progress of the specific work, until substantial completion.

### 1.03 SCHEDULE OF REFERENCES

Abbreviations and Names: The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date:

AA	Aluminum Association 818 Connecticut Ave. NW; Washington DC 20006; 202/862-5100
AAMA	Architectural Aluminum Manufacturers Association Suite 18, 2700 River Road, Des Plaines, IL 60018; 312/699-7310
ACI	American Concrete Institute Box 19150 Redford Stat.; Detroit, MI 48219; 313/532-2600
ADC	Air Diffusion Council 435 N. Michigan Ave.; Chicago, IL 60611; 312/527-5494
AGA	American Gas Association 1515 Wilson Blvd.; Arlington, VA 22209; 703/841-8400
AI	Asphalt Institute Asphalt Inst. Bldg.; College Park, MD 20740; 301/277-4258
AISC	American Institute of Steel Construction 400 N. Michigan Ave. Chicago, IL 60611; 312/670-2400
AISI	American Iron and Steel Institute 1000 16th St., NW; Washington, DC 20036; 202/452-7100
AITC	American Institute of Timber Construction 333 W. Hampden Ave.; Englewood, CO 80110; 303/761-3212
AMCA	Air Movement and Control Association 30 W. University Dr.; Arlington Heights, IL 60004; 312/294-0150
ANSI	American National Standards Institute 1430 Broadway, New York, NY 10018; 212/354-3300
APA	American Plywood Association P.O. Box 11700; Tacoma, WA 98411; 206/565-6600
ARI	Air Conditioning and Refrigeration Institute 1815 N. Fort Myer Dr.; Arlington, VA 22209; 703/524-8800
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers; 1791 Tullie Circle NE; Atlanta, GA 30329; 404/636-8400
ASME	American Society of Mechanical Engineers 345 East 47th St.; New York, NY 10017; 212/644-7722
ASPE	American Society of Plumbing Engineers 15233 Ventura Blvd.; Sherman Oaks, CA 91403; 213/783-4845

ASTM	American Society for Testing and Materials 1916 Race St.; Philadelphia, CA 19103; 215/299-6400
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Rd.; Bethesda, MD 20014; 301/652-2109
AWPB	American Wood Preservers Bureau 2772 S. Randolph St.; Arlington, VA 22206; 703/931-8180
AWS	American Welding Society 550 LeJune Rd.; Miami, FL 33135; 304/642-7090
CISPI	Cast Iron Soil Pipe Institute 1499 Chain Bridge Rd.; McLean, VA 22101; 703/827-9177
CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle St.; Chicago, IL 60601; 312/372-5059
CS	Commercial Standard of NBS (U.S. Dept. of Commerce) Government Printing Office; Washington, DC 20402
FGMA	Flat Glass Marketing Association 3310 Harrison; Topeka, KS 66611; 913/266-7013
FM	Factory Mutual Engineering Corp. 1151 Boston-Providence Turnpike; Norwood, MA 02062; 617/762-4300
FS	Federal Specification (General Services Admin.) Bldg. 197, Washington Navy Yard, SE; Washington DC 20407
GA	Gypsum Association 1603 Orrington Ave.; Evanston, IL 60201; 312/491-1744
HPMA	Hardwood Plywood Manufacturers Association P.O. Box 2789; Reston, VA 22090; 703/435-2900
MCAA	Mechanical Contractors Association of America 5530 Wisconsin Ave.; Washington, DC 20015; 202/654-7960
MLSFA	Metal Lath/Steel Framing Association 221 N. LaSalle St.; Chicago, IL 60601; 312/346-1600
NBS	National Bureau of Standards (U.S. Dept. of Commerce) Gaithersburg, MD 20234
NCMA	National concrete Masonry Association P.O. Box 781; Herndon, VA 22070; 703/435-4900
NEC	National Electrical Code (by NFPA)
NECA	National Electrical Contractors Association 7315 Wisconsin Ave.; Washington, DC 20014; 202/657-2110

NEMA	National Electrical Manufacturers Association 2101 L St. NW; Washington, DC 20037; 202/457-8400
NFPA	National Fire Protection Association Batterymarch Park; Quincy, MA 02269; 617/328-9230
NRCA	National Roofing Contractors Association 8600 Bryn Mawr Ave.; Chicago, IL 60631; 312/693-0700
NSF	National Sanitation Foundation 3475 Plymouth Rd; Ann Arbor, MI 48106; 313/769-8010
NWMA	National Woodwork Manufacturers Association 205 West Touhy Ave.; Park Ridge, IL 60068; 312/823-6747
OSHA	Occupational Safety Health Administration (U.S. Dept. of Labor) Government Printing Office; Washington, DC 20402
PDI	Plumbing and Drainage Institute 5342 Blvd. Pl.; Indianapolis, IN 46208; 317/251-5298
PS	Product Standard of NBS (U.S. Dept. of Commerce) Government Printing Office; Washington, DC 20402
SCPI	Southern California Plastering Institute 3127 Los Feliz Blvd.; Los Angeles, CA. 90039; 213/663-2213
SDI	Steel Door Institute 712 Lakewood Cnt. N.; Cleveland; OH 44107; 216/226-7700
SMACNA	Sheet Metal & Air Conditioning Contractors National Association; 8224 Old Courthouse Rd.; Vienna, VA 22180; 703/790-9890
TCA	Tile Council of America P.O. Box 326; Princeton, NJ 08540; 609/921-7050
UL	Underwriters Laboratories 333 Pfingsten Rd.; Northbrook, IL 60062; 312/272-8800
WCLIB	West Coast Lumber Inspection Bureau (Grading Rules); P.O. Box 2315; Portland, OR 97223; 503/639-0651
WIC	Woodwork Institute of California 1833 Broadway; Fresno, CA 93773; 209/233-9035
WRI	Wire Reinforcement Institute 7900 Westpark Drive; McLean, VA 22102; 703/790-9790

END OF SECTION

SECTION 01200

**PROJECT MEETINGS**

**PART 1 - GENERAL**

**1.01 PRE-CONSTRUCTION CONFERENCE**

- A. Called prior to commencement of Work, a Pre-Construction Conference will be held to discuss procedures to be followed during the progress of the construction Work.
- B. Location: A site as convenient as possible for all parties as approved by the City.
- C. Attending shall be City's Project Manager, Project Inspector, Design Architect, Contractor, Contractor's Superintendent and others as appropriate.

**1.02 SUBCONTRACTOR PRE-CONSTRUCTION MEETINGS**

- A. Called by Contractor prior to execution of work by each Subcontractor to review product selection, procedures for executing work and coordination required with other trades.
- B. Location: Project site. This can be done at scheduled Project Status Meetings.
- C. Invited shall be City's Project Manager, Project Inspector, Contractor's Superintendent, Subcontractor and others as appropriate.

**1.03 PROJECT STATUS MEETINGS**

- A. Contractor shall prepare Agenda, schedule and hold weekly meetings or as required by the progress of the Work.
  - 1. Agenda (items to be discussed):
    - a. Review minutes of previous meetings. (and Field Reports)
    - b. Review of Work progress.
    - c. Field observations, problems and decisions.
    - d. Identification of problems, which impede planned progress.
    - e. Review of submittals schedule and status of submittals.
    - f. Review of off-site fabrication and delivery schedules.
    - g. Update progress schedule.
    - h. Planned progress during succeeding work period.
    - i. Maintenance of quality and work standards.
    - j. Effect of proposed changes on progress schedule and coordination.
    - k. Other business relating to Work.
- B. Location: Project Site or as agreed to by City.
- C. Attending shall be City's Project Manager, Project Inspector, Contractor's Superintendent, Designer, Subcontractors and others as appropriate.
- D. Contractor shall take and distribute meeting notes to the attendees. Attendees taking exception to anything in the meeting notes shall state exception in writing, within 5 working days following receipt of meeting notes. Copies delivered to Contractor and Project Manager.

#### 1.04 BILLING MEETINGS

- A. Contractor shall schedule and hold a billing meeting at least five days prior to the end of each pay period for the purpose of agreeing on the percentage of the Work completed up to that date and establishing the amount to be requested in the Application for Payment.
- B. Location: As arranged and agreed to by attendees.
- C. Attending shall be City's Project Manager, Inspector and Contractor's Superintendent.
- D. Following the billing meeting, prepare formal Application for Payment on City designated forms, and submit to Project Manager for certification and approval.

#### 1.05 GUARANTIES/WARRANTIES, SERVICE & MAINTENANCE CONTRACTS REVIEW MEETING

- A. Eleven months following date of final acceptance, the City shall hold a meeting for the purpose of review of guaranties/warranties, bonds and service & maintenance contracts for materials and equipment. Contractor shall take action as appropriate to implement repair or replacement of defective items, and to extend service and maintenance contracts, as required.
- B. Attending shall be City's Project Manager, Project Inspector, Contractor, Designer, Contractor's Superintendent, Major Subcontractors, Suppliers and others as appropriate.

PART 2 - PRODUCTS  
Not Used.

PART 3 - EXECUTION  
Not Used.

END OF SECTION

SECTION 01300

**SUBMITTALS**

**PART 1 - GENERAL**

**1.00 PRE-CONSTRUCTION SUBMITTAL**

A. In order to expedite the construction project, the Contractor shall conduct a submittal review within 72 hours of receiving approval of the Construction Documents. The meeting will include the City's Project Manager, Facility Staff Representative, Contractor, Designer, sub-contractors and related personnel. The Contractor will outline all materials that need to be ordered to complete the project on time, and shall come prepared with samples, cut sheets, and specifications for these items and any requested substitutions. If a substitution is proposed, Contractor will have at least two alternatives that meet the requirements of the approved item.

**1.01 SUMMARY**

A. Make submittals far enough in advance of installation to allow time required for reviews, approvals, possible revision and resubmittal, for placing orders and securing delivery in time to complete project on schedule. Selected contractor may deliver submittals to City's Project Manager for review prior to receiving Notice to Proceed with Construction on items that would delay completion of project if contractor waited until the issuance of Notice to Proceed.

B. Identification: Identify each submittal and resubmittal with the following information:

1. Project name and address as they appear on the Contract Documents.
2. Contractor's name and address and Subcontractor's or supplier's name and address.
3. Contractor's stamp with initials or signature, certifying review and approval of submittal, compliance with Contract Documents and verification of field measurements.
4. Name and telephone number of contact for additional information regarding the submittal.
5. Drawing and Specification Section numbers to which the submittal applies.
6. Whether it is an original or a resubmittal.
7. Date of submission.

C. Prior to submittal for City review, fully coordinate material as follows:

1. Determine and verify field dimensions, conditions, materials, catalog numbers and similar data.
2. Coordinate as required with the various types of Work and public agencies involved.
3. Secure necessary approvals from public agencies and others and signify by stamp or other means that approvals have been secured.

D. Completeness: Submittals shall be complete; the City will reject partial submittals.

## 1.02 SCHEDULES

### A. Submit Project Schedule within 15 work days of approval of Contract.

1. Submit prior to issuance of Notice to Proceed with construction, for City's approval.
2. Form: Refer to Section 1311 – Bar Chart. To be coordinated with submittal schedule.
3. Content:
  - a. Complete sequence of construction by activity, with number of activities adequate to explain the various stages of Work.
  - b. Dated for beginning and completion of each major Work element.
  - c. Projected percentage of completion of each Work element on the first day of each month.
5. Distribute one copy each to: Project Manager, Inspector, Jobsite file, Subcontractors and other concerned parties.
6. Update Progress Schedule: Submit periodically, as appropriate to the progress of the Work.
7. In addition to the requirements of Section 5.2.2 of the General Conditions, should there occur differing site conditions, change in specifications, additional work, etc., any of which would necessitate a time extension of 10 days or more, and submit a revised schedule.
8. The revised schedule will reflect work completed up to the date of the revision, percentages will be adjusted accordingly and performance time will extend to the new completion date established by modification to the Contract as a result of the change.
9. The initial and revised schedules will include time for a final inspection and correction of any punch list items which might be discovered during the final inspection.

### B. Construction Schedule to be updated once the Construction Documents are approved by City.

### C. Schedule of Values: Submit in accordance with requirements of Section 01025.

## 1.03 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

### A. General:

1. Submit as required by the various Specification Sections.
2. Submit in accordance with the approved submittal schedule.
3. Submit in the manner and quantities specified hereinafter.
4. Allow a minimum of 10 working days of receipt by the City for processing by the City.

### B. Shop Drawings:

1. Submit three black-line or blue-line prints of each Shop Drawing.

2. The City or design architect will review the Shop Drawings; stamp and indicate the appropriate status, mark required revisions.
3. Review the returned Drawings and take appropriate action as indicated. If resubmittal is required, make revisions and indicate them with a "cloud", stamp and date, and resubmit in the same manner and number as for the original submittal.
4. Only those Shop Drawings which bear stamps showing final review of the Contractor, City and consultant, if applicable, shall be used.

C. Product Data:

1. Submit in the quantity required to be returned, together with two copies each of brochures, catalog cuts and similar material.
2. Review, processing and distribution of Product Data shall be the same as that for Shop Drawings.

D. Samples:

1. Submit in the size specified in the individual Specification Section, in the quantity required to be returned, together with two additional Samples, which will be retained by the City.
2. Where Samples have natural variations in texture, color or dimension, submit Samples showing the extreme range plus the middle range of colors.
3. Ship samples to City offices, carriage prepaid.

1.04 PATTERNS AND COLORS

- A. Unless the exact pattern and color of a product are indicated in the Contract Documents, whenever a choice of pattern or color is available for a product, submit accurate color charts and pattern charts to the City for review and selection.

1.05 CERTIFICATES OF COMPLIANCE

- A. Submit certificates of compliance with the associated Shop Drawings, Product Data and Samples required for the product.
- B. Submit two copies on 8-1/2 inch-x-11 inch white paper.
- C. The City will retain the certificates of compliance; no approval reply is intended.

PART 2 - PRODUCTS  
Not Used.

PART 3 - EXECUTION  
Not Used.

END OF SECTION

SECTION 01311

**PROGRESS SCHEDULE - BAR CHART**

**PART 1 - GENERAL**

**1.01 GENERAL**

- A. Prepare a progress chart in the form of a bar chart as described below. In preparing this schedule the scheduling of design and construction is the responsibility of the Contractor. Prepare the schedule to demonstrate adequate planning and execution of the work and to allow ability the City to appraise the reasonableness of the proposed schedule and to evaluate the progress of work.
- B. The original completion date established in the Agreement also establishes the contract duration, and the contract amount is agreed to include all time-related indirect costs required for the contractor's supervision and administration of work occurring throughout this duration, including such costs associated with any change order. The City's acceptance of any schedule showing completion occurring prior to the original completion date established by the Agreement shall not bind the City for any increase in cost associated with the contractor's supervision or administration of the work, whether or not changed, during the period from Notice to Proceed through the original contract completion date.
- C. The parties agree that the nature of a bar-chart schedule precludes the ability to analyze the effect of any circumstance affecting the duration of design/construction activities. Since a network-type schedule showing the logic dependence relationships between activities is required to perform such analysis, that type of schedule is acceptable for use in discussions of alleged delays resulting from circumstances beyond the control or influence of the Contractor. Nothing in this Section precludes Contractor from submitting a network-type (CPM) schedule to fulfill the requirements of this section.
- D. The City's Issuance of Notice to Proceed with Design will be made after receipt of an acceptable schedule in compliance with the requirements of this Section and of the General Conditions.

**1.02 SCHEDULE**

- A. Prepare the schedule under the supervision of the contractor's project manager and superintendent
- B. The system shall comprise bar charts showing elements of the project in detail and the entire project summary.
  1. Show the order and the sequence of activities the work is to be accomplished by. Arrange the chart such that succeeding activities are placed to the right of, and below, preceding activities. Show similar activities which occur in separate areas or at different times as separate activities. The number of activities and the level of breakdown of the project into separate activities shall be acceptable to the City.
  2. Bar chart activities shall include the following:
    - a. all design and construction activities.
    - b. the procurement, fabrication, and installation of critical materials and equipment.
    - c. activities of the City or others that may affect progress.
    - d. actions which must be complete prior to start of design or construction, for example, progress schedule approval, quality control program approval, purchase of lead time materials & supplies and so forth.
    - e. individual system startup and operation testing.
    - f. Substantial Completion activity shall be shown comprising requirements specified in Division I to occur prior to the completion date.
    - g. contract required dates for completion of all or parts of the work
    - h. Final completion and acceptance activity late finish shall not exceed thirty days after substantial completion.

3. The following information shall be shown on the diagrams for each activity: description of the activity, and activity duration in calendar days. In calculating activity durations, Saturdays, Sundays, holidays, and normal inclement weather shall be considered.
  4. Obtain information from subcontractors and others necessary to establish activity start dates and durations.
- C. The Contractor shall participate in a review and evaluation of the proposed bar chart by the City. Resubmit any revisions necessary as a result of this review for approval by the City within five (5) calendar days after the conference. The approved schedule shall then be used by the contractor for planning, organizing and directing the work, for reporting progress, and for requesting payment for work accomplished. If changes in the method of operating or in scheduling are made, notify the City in writing stating the reasons for the change. The City may require revision and resubmittal for approval, without additional cost to the City, of all of the affected portions of the detailed diagrams showing the effect of any such change on the entire project. A change requiring resubmittal is one for which variation in estimated or actual activity durations create a reasonable doubt, in the City's opinion, as to the contractor's ability to meet the contract completion date.
- D. Submit at Project Meeting, a report of the actual construction progress on the previous weeks chart. Subsequent entering of updating information on the schedule shall be based on agreements reached between the City and the contractor at this meeting. The revised updated schedule shall be submitted within five days of this meeting.
- F. The report shall show the activities or portions of activities completed during the reporting period and their total value as based on the Contractor's Schedule of Values. Payment will be based on the total value of such activities completed or partially completed after verification by the City, less retainage and any additional withholding.
- G. For schedules showing completion occurring after the completion date as amended by executed change order, the monthly report will also include updated diagrams. At the City's direction, the contractor shall submit a recovery schedule including current and future construction activities and describing the contractor's planned corrective actions necessary to achieve the completion date.
- H. Each updated copy shall show a date of the latest revisions.

### 1.03 RECOVERY SCHEDULE

- A. For schedules showing completion occurring after the Completion Date as amended by executed change order, submit Recovery Schedule.
- B. Whenever actual progress lags previously scheduled progress by more than 5%, submit recovery schedule as specified. For the purposes of this paragraph, scheduled and actual progress are defined to mean the duration of the entire project as originally scheduled together with executed time extensions, as compared to the actual duration as currently scheduled. For the purpose of illustration, if a project has an original duration of ninety days and ten days time extension by executed change order, and the current schedule show the project completing in one-hundred and six days, the project is 6% behind schedule and a recovery schedule is required.
- C. At the City's direction, and whenever conditions described in A. or B. above occur, the Contractor shall additionally submit a recovery schedule in the format specified, but which includes only current and future construction activities along paths with negative slack, as well as a partial network diagram of these paths and activities, and which describes the Contractor's proposed actions necessary to achieve the Completion Date.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01400

**QUALITY CONTROL  
TESTING LABORATORY**

**PART 1 - GENERAL**

**1.01 DEFINITIONS**

- A. **Testing Laboratory:** An independent commercial testing organization, retained and paid by the City to perform tests and report on Work as specified in the Contract Documents and as required.
- B. **Testing Agency:**
  - 1. An organization other than the Testing Laboratory, retained and paid by the Contractor to perform tests and report on whether or not designated items of Work comply with the requirements of the Contract Documents.
  - 2. The Testing Agency may be an independent commercial testing organization or, with the prior approval of the City, the Testing Agency may be the testing laboratory of a trade association, the certified laboratory of a supplier, the Contractor's own forces or other organization.

**1.02 REFERENCES**

- A. ANSI/ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ANSI/ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as Used in Construction.
- C. Uniform Building Code, UBC Standards and California Code of Regulations as applicable.

**1.03 TESTING LABORATORY**

- A. **General:** Services of a Testing Laboratory are required for Work specified in various individual Specification Sections.
- B. **Contractor's Responsibilities:**
  - 1. Cooperate with Testing Laboratory personnel.
  - 2. Secure and deliver to the Testing Laboratory adequate quantities of representative samples of materials proposed for use for which testing is required.
  - 3. Furnish copies of product test reports as specified.
  - 4. Furnish incidental labor and facilities:
    - a. To provide access to Work to be tested.
    - b. To obtain and handle samples at the Project site or at the source of the product to be tested.

- c. To facilitate inspections and tests.
  - d. For storage and curing of test samples.
5. Notify the City sufficiently in advance of operations to allow for Testing Laboratory assignment of personnel and scheduling of tests.
- a. If tests or inspections cannot be performed after such notice, reimburse the City for the Testing Laboratory personnel and travel expenses incurred.

#### 1.04 TESTING AGENCY

- A. Contractor shall retain and pay for the services of a Testing Agency to perform inspections, sampling and testing for the Contractor's purposes.

#### 1.05 TEST REPORTS

- A. The Testing Laboratory will distribute reports as follows:

- 1. City: Two Copies.
- 2. Applicable consultant: One Copy.
- 3. Contractor: One Copy.

- B. The Testing Agency shall distribute reports in the same manner and number as specified for the Testing Laboratory.

#### 1.06 RETESTING

- A. If the City has reasonable doubt that materials comply with Specification requirements, Contractor shall make additional tests as directed.

- 1. If additional tests establish that materials comply with Specification requirements, cost for such tests will be paid by the City.
- 2. If additional tests establish that materials do not comply with Specification requirements, costs for such tests shall be paid by the Contractor.

#### PART 2 - PRODUCTS

Not Used.

#### PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01500

**CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Contractor shall furnish, install, and maintain temporary facilities and controls as required to perform the Work.
- B. Materials, installation and maintenance of temporary facilities and controls shall be in compliance with applicable regulatory requirements.
- C. Remove temporary facilities and controls, including associated materials and equipment, when their use is no longer required.
  - 1. Restore and recondition areas of the site damaged or disturbed by temporary facilities and controls or their installation.
  - 2. Remove and dispose of debris resulting from removal and reconditioning operations.

**1.02 TEMPORARY UTILITIES**

- A. Electric Power and Lighting:
  - 1. Distribute electric power and lighting as required for the performance of the Work.
- B. Heat and Ventilation:
  - 1. Provide temporary heat and ventilation 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. Contractor shall insure dust, odor, humidity, fumes and vapors are ventilated to the outside without utilizing the existing HVAC system.
  - 4. Pay the costs of installation, maintenance, operation and removal of temporary heat and ventilation, including costs for fuel consumed.
- C. Telephone Service:
  - 1. Telephones on the site may NOT be used by the contractor.
- D. Water:
  - 1. Contractor shall install temporary branch piping with taps located so that water for construction purposes is available for work by use of hoses. Make potable water available for human consumption and hand washing.

E. Sanitary Facilities:  
City Hall Parking Garage Revitalization Project (V15510000)

Construction Facilities &  
Temporary Controls - Section 01500  
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1. City Will NOT provide Rest-room facilities on the site. Contractor to provide at his expense.
2. Restroom must be neat in appearance and keep in a sanitary condition, adequately maintained and supplied.

F. Fire Protection:

1. Provide and maintain fire extinguishers and other equipment as necessary for proper fire protection during the progress of the Work.

1.03 CONSTRUCTION AIDS

A. Plant and Equipment:

1. Furnish, operate and maintain a complete plant for fabricating, handling, conveying, installing and erecting materials and equipment required under the Agreement. Include elevators, hoists, derricks and conveyances for transporting workers and transporting and placing materials and equipment; debris chutes; and tools, appliances and equipment necessary for performance of the Work.

B. Scaffolds and Runways:

1. Furnish, erect and maintain for duration of Work, as required, scaffolds, runways, guardrails, platforms and similar temporary construction necessary for the performance of the Work. Such facilities shall be of type and arrangement required for their specific use, structurally sound and well secured.
2. Connect the several levels of the structure by means of suitable ladders, ramps and temporary stairs, as necessary. Enclose open wells and shafts to prevent injury and damage to persons and adjacent construction and improvements.

C. Temporary Enclosures and Protection of Work in Place:

1. Provide temporary, weather tight enclosures as required to provide acceptable working conditions, to provide weather protection for interior materials, to allow for effective temporary heating, to prevent entry of unauthorized persons, and to prevent injury and damage to persons and adjacent construction and improvements.
  - a. Provide temporary exterior doors with self-closing hardware and padlocks.
  - b. Provide removable enclosures as necessary.

1.04 BARRIERS AND ENCLOSURES

A. General:

1. 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.

2. Should regulatory requirements necessitate the construction of temporary barriers or barricades not indicated or specified, construct same at no increase in Agreement Sum. Paint such items with primer and finish coat in color selected by the City.
3. Maintain temporary barriers in a structurally sound condition and in an orderly and neat appearance.
4. Relocate as required by the progress of the Work.

B. Tree and Plant Protection:

1. Preserve and protect existing trees and plants which are not designated or required to be removed and those adjacent to the site.
2. Consult with the City prior to removal of roots and branches which interfere with construction operations.
  - a. Only those items agreed upon with the City shall be removed.
  - b. Employ a qualified tree surgeon to perform the removal and to treat cuts.
3. In the proximity of root zones of trees and plants:
  - a. Prohibit vehicular traffic and parking.
  - b. Prohibit storage of materials and equipment.
  - c. Prevent dumping of refuse and chemically injurious materials and liquids.
  - d. Prevent puddling and continuous running water.
4. Carefully supervise excavating, grading and filling operations, to prevent damage.
5. At no increase in Agreement Sum, replace or suitably repair, trees and plants designated to remain which are damaged or destroyed as a result of construction operations.
6. Remove soil that has been contaminated during the performance of the Work by oil, solvents and other materials which could be harmful to trees and plants and replace with suitable soil, at no increase in Agreement Sum.

1.05 SECURITY

A. General

1. Secure, maintain and protect the Work, stored materials, equipment and temporary facilities until time of acceptance by City.
2. Security and protection methods shall be subject to the City's approval.

**1.06 TEMPORARY CONTROLS**

**A. Dust and Dirt:**

1. Conduct Construction operations to minimize windblown dust and dirt from Interfering with the progress of the Work or entering the existing facility.
2. To additionally minimize the generation of dust, hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins.
3. Prevent dust and dirt from accumulating on walks, driveways, parking areas, planting areas and from washing into sewer and storm drain lines.
4. Prevent dust, dirt, humidity, vapors, odors, gases and similar substances from entering the existing facility or the existing HVAC system.

**B. Water:** Surface water and other liquids, shall not be permitted to accumulate in or about the Project site or 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.

**C. Pollution:**

1. Burning of refuse, debris or other materials is not permitted.
2. Comply with regulatory requirements and anti-pollution ordinances during the conduct of construction and disposal operations.

**1.07 PROJECT IDENTIFICATION AND SIGNS**

**A. General:**

1. Signs will not be permitted, unless approved in advance by the City.

**PART 2 - PRODUCTS**

NOT USED

**PART 3 - EXECUTION**

NOT USED

END OF SECTION

SECTION 01600

**MATERIAL AND EQUIPMENT**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Material and equipment incorporated in the Work shall be new, unless otherwise specified; in a condition acceptable to the City and suitable for the use intended.
- B. No material or equipment shall be used for any purpose other than that for which it is designed or specified.
- C. Reuse of Existing Material and Equipment:
  - 1. Material and equipment intended for reuse in the Work is indicated on the Drawings and in the Specifications.
  - 2. Use special care in removal, handling, storage and reinstallation to assure proper function in the completed Work.
  - 3. Arrange for transportation, storage and handling of items which require off-site storage, restoration or renovation and pay the costs for such Work.

**1.02 TRANSPORTATION AND HANDLING**

- A. Manufactured products shall be delivered in the manufacturer's original, unbroken containers or packaging, with identifying labels intact and legible.
- B. Immediately on delivery, inspect shipments to assure compliance with the requirements of the Contract Documents and approved submittals and to verify that products are properly protected and undamaged.
- C. Handle products in a manner to avoid soiling and damaging the products and their packaging.
- D. Promptly remove damaged and defective products from the site and replace at no increase in Agreement Sum.

**1.03 STORAGE**

- A. Store manufactured products in accordance with the manufacturer's instruction, with seals and labels intact and legible.
  - 1. Store products subject to damage by the elements in weather tight enclosures.
  - 2. Maintain temperature and humidity within the ranges specified by the manufacturers.
- B. Exterior Storage:
  - 1. Store fabricated products above ground, on blocking or skids, to prevent soiling or staining.
  - 2. Cover products which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
  - 3. Store loose granular material in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. Arrange storage to facilitate inspection.

- D. Periodically inspect stored products to assure that products are maintained under specified conditions and free from damage and deterioration.
- E. Protection after Installation:
  - 1. Provide substantial coverings as necessary to protect installed products from damage from traffic and construction operations. Remove coverings when no longer needed.
  - 2. Maintain temperature and humidity conditions for interior equipment and finish products in accordance with the manufacturer's instructions.

#### 1.04 SUBSTITUTIONS

- A. Substitutions for products identified in the Contract Documents may be proposed only if the items indicated, specified or approved have subsequently become unavailable, not available when needed, or if another product is superior or less expensive.
- B. Whenever a product is identified in the Contract Documents by reference to manufacturer's name, trade name, catalog number or the like, it is so identified for the purpose of establishing a standard. Products of other manufacturers may be equally acceptable, provided the proposed products are, in the opinion of the City, of equal quality, utility and appearance.
- C. In requesting approval for a substitution, the Contractor represents that he:
  - 1. Has investigated the proposed product and determined that it is equal to or superior to that indicated or specified.
  - 2. Shall furnish the same or longer guaranties/warranties or bonds for the substitution as for the product indicated or specified.
  - 3. Shall coordinate the installation of an accepted substitution into the Work and make such other changes as required to make the Work complete and in compliance with the Contract Documents and applicable regulatory requirements.
  - 4. Waives claims for additional costs which may subsequently become apparent, associated with the substitution.
- D. Requests for approval for a substitution shall be submitted in writing, on the form found in Section 01605 and be accompanied by sufficient information to enable proper evaluation to be made. Submit with request:
  - 1. Complete technical data, including drawings, performance specifications, cost data, samples and test reports of the product proposed for substitution. Submit additional information, if required by the City.
  - 2. Data similar to that specified for the item for which substitution is proposed.
  - 3. Affect on the construction schedule.
  - 4. Complete breakdown of costs indicating the amount to be added or deducted from the Agreement Sum if the proposed substitution is accepted.

5. Signed statement that the proposed substitution is in full compliance with the Contract Documents and applicable regulatory requirements.
  6. List of other Work, if any, which may be affected by the substitution. Be responsible for the affect of a substitution upon related Work in the Project and pay the additional costs generated by an approved substitution, including the cost of the City's additional consultant services associated therewith.
  7. Information on availability of maintenance services and source of replacement materials.
  8. Sample of manufacturer's standard form of guaranty or warranty for proposed substitution.
- E. The City will review requests for substitutions with reasonable promptness and notify the Contractor, in writing, of its decision to accept or reject proposed substitutions.
  - F. The City will be the sole judge of the acceptability of proposed substitution and its determination will be final.
  - G. Approval of a substitution shall not relieve the Contractor from responsibility for the proper execution of the Work and any other requirements of the Contract Documents.
  - H. If a substitution is not approved, use the product originally specified or indicated.
  - I. No substitution shall be purchased or incorporated in the Work without the City's prior written approval.

#### 1.05 PRODUCT OPTIONS

- A. For products indicated or specified only by reference standard, select any product meeting such standard.
- B. For products indicated or specified by naming several products or manufacturer's, select any one of the products or manufacturers named which complies with the specified requirements or submit a request as for substitutions for a product or manufacturer not specifically named.
- C. For products indicated or specified by naming only one product and manufacturer, followed by the words "no substitution allowed" there is no option.

#### PART 2- PRODUCTS

Not Used.

#### PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01605

**SUBSTITUTION REQUEST FORM**

TO: City of Sacramento, General Services, A&E Section  
927 10<sup>TH</sup> Street, Suite 200  
Sacramento, CA 95814

PROJECT:

SPECIFIED ITEM: \_\_\_\_\_

SECTION: \_\_\_\_\_ PAGE: \_\_\_\_\_ PARAGRAPH: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_

The undersigned requests consideration of the following:

**PROPOSED SUBSTITUTION:**

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the requests; applicable portions of the data are clearly identified. Attached data also includes description of changes to Contract Documents which proposed substitution will require for its proper installation.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to the building design, including engineering, design, detailing and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance and quality of the proposed substitution are equivalent or superior to the specified item.

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

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

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

Address: \_\_\_\_\_

Attachments:

\*\*\*\*\*

For City Use: Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Received too late \_\_\_\_\_

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

Remarks:

SECTION 01650

**SYSTEM STARTING AND OPERATING TEST**

**PART 1 - GENERAL**

**1.01 GENERAL**

- A. Contractor shall start, operate, and demonstrate all equipment and systems prior to the date of substantial completion, and shall provide all labor, equipment, materials, consumable items, and any other item necessary to provide a complete operating system at the time of acceptance.

**1.02 SECTION INCLUDES**

- A. Starting systems.
- B. Operating Tests.
- C. Demonstration and Instructions.

**1.03 RELATED SECTIONS**

- A. Section 01400 - Quality Control
- B. Section 01700 - Contract Closeout.
- C. Section - Motors and Motor Controllers
- D. Section - Piping Systems.
- E. Section - Air Handling.
- F. Section - Unitary Cooling and Heating Units.
- G. Section - Air Distribution System.
- H. Section - Temperature Control System.
- I. Section - Building Electrical Power and Lighting Systems
- J. Section - Security System

**1.04 QUALITY CONTROL**

- A. Prior to startup of systems, Contractor shall obtain approval of the following submittals :
  - 1. Certification that the system is installed in conformance with the contract.
  - 2. Manufacturer's written startup and operating test procedures.
  - 3. Manufacturer's written startup checklist and operating test forms.
  - 4. Name of manufacturer's representative responsible for conducting startup, operating test, and City instruction.
  - 5. Operation and Maintenance manuals.
  - 6. Schedule of Startups, Operating Tests, and City Instruction. Unless permitted by the City in writing, no Startup, Operating test, or City Instruction shall occur during the same time as any other Startup, Operating Test, or City Instruction.

**1.05 STARTING SYSTEMS**

- A. Coordinate schedule for Start-up of various equipment and systems.
- B. Notify the City a minimum of 7 days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, control sequence, and other operating conditions.
- D. Verify that tests, meter readings and specific electrical characteristics agree with those required by the manufacturer.

- E. Verify wiring and appurtenant components are complete and tested.
- F. Perform start-up in accordance with manufacturer's instructions, and, when specified, or when required by the manufacturer, under the supervision of the manufacturer's representative on site.
- G. Submit a written report for each system detailing the steps performed, the results observed, and certifying that the equipment and system demonstrates proper installation and functioning under full-load conditions.

#### 1.06 OPERATING TEST

- A. Contractor shall notify the City in writing 7 days in advance of any Operating Test. Operating Test shall occur after Contractor Quality Control has assured that Startup procedures result in system readiness to conduct the test. Operating test shall be separate from any other system startup, operating test, or City instruction, and shall occur during normal business hours.
- B. Operating Test shall be conducted in the presence of the City, its designated witness, Contractor Quality Control Representative, and, as specified, the Architect, and the manufacturer's representative. Test data will be recorded during the test on the approved test report form. Upon failure of any component, procedure, or performance, the test report form will be annotated as to the time and suspected cause of failure. Test report forms for failed and successful tests shall be submitted within 7 days of test performance.
- C. System components and subsystems shall be tested and adjusted prior to full system testing. Upon component or subsystem failure during full system testing, Contractor Quality Control will halt testing, determine the cause of failure, rectify the condition, and reschedule the test. The Contractor is responsible for all City costs caused by test failure and rescheduling.
- D. The City may designate witnesses for Operating Tests. Upon notification from the City that the system operation, performance, or test procedure conflicts with contract requirements, Contractor Quality control will halt the test, correct the deficiency, and reschedule the test. The Contractor is responsible for all City costs caused by deficient operation or test procedure.
- E. Operating test shall demonstrate each component, subsystem, and total system performance under all operating modes.

#### 1.07 DEMONSTRATION AND INSTRUCTIONS.

- A. Demonstrate operation and maintenance of equipment and systems to City personnel prior to the date of substantial completion.
- B. Demonstration to be presented by persons authorized in writing by the manufacturer, with experience in the starting, operating, trouble-shooting, and maintaining of the equipment.
- C. Demonstration shall include requirements caused by seasonal climate variations
- D. Demonstrate using Operation and Maintenance Manuals.
- E. Demonstrate starting, operation, controls, adjustments, trouble-shooting, normal service and shutdown.
- F. Provide amendments to O&M Manuals for changes required as a result of the demonstration.
- G. Schedule instruction period with the City's designated representative.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01700

### AGREEMENT CLOSEOUT

#### 1.01 SUMMARY

- A. This Section describes the requirements for Contract closeout, including provisions for remedial Work and extra materials, damage and restoration, project Record Drawings, operating and maintenance data, instruction of City personnel, guaranties, warranties and bonds, substantial completion, service and maintenance contracts, preparation for final inspection, final cleaning, and warranty performance.

#### 1.02 REMEDIAL WORK

- A. Repair or replace defects resulting from faulty fabrication, installation or materials.
- B. Coordinate work with the City and minimize interruption and inconvenience to the City's operations.

#### 1.03 DAMAGE AND RESTORATION

- A. Restore or replace materials and finishes damaged by equipment or other operations at no additional expense to the City.
- B. Restore damaged work to be equal to the original. Match the appearance of existing adjacent Work.

#### 1.04 EXTRA MATERIALS

- A. Furnish extra materials in the quantities and manners specified in the various sections of the specification. Deliver extra materials, clearly marked with the project number and name, to the City's receiving area as specified by the City's Project Manager.
- B. Deliver and certify extra materials prior to Substantial Completion.

#### 1.05 PROJECT RECORD DOCUMENTS

- A. Maintenance of Documents and Samples:
  - 1. Store project Record Documents and samples apart from documents used for construction.
  - 2. Maintain project Record Documents in a clean, dry, legible condition and in good order.
  - 3. Do not use Project Record Documents for construction.
- B. Recording "As Built" Conditions:
  - 1. Record information carefully and neatly, with red ink on "Record Drawing" Set kept on site.
  - 2. Label each sheet "Record Drawing" in large, neat red letters. Label the record copy of other documents "Record".
  - 3. Record the following information on the site "Record Drawings". Obtain verification of changes by Inspector's initialing of each change.
    - a. Changes made by Change Orders and other modifications.
    - b. Locations of Work buried under and outside the building; such as plumbing and electrical lines and conduits: Establish locations of underground Work by dimensions to column lines or walls, locating turns, and by centerline or invert elevations and rates of fall.
    - c. Locations of significant Work concealed inside the building whose general locations have been changed, as approved, from those shown on the Contract Documents. Give sufficient information to easily locate work concealed in the building.
    - d. Locations of items, not necessarily concealed, which have been changed, as approved, from the locations shown on the Contract Documents.
    - e. Nameplate data, description, and serial numbers of all equipment on equipment schedules.

- f. In addition to the previously specified requirements for Record Drawings:
    - 1) Keep up to date during the progress of the Work; make available to the City at any time.
    - 2) Furnish additional drawings as necessary for clarification.
    - 3) Record deviations from the sizes, locations and other features of installations shown in the Contract Documents.
    - 4) Drawing to scale:
      - a) Locate main runs of piping, conduit, ductwork and similar items by dimensions.
      - b) Locate other items either by dimensions or in relation to spaces within the building.
  - 4. Furnish clean Record Drawings, made from final Shop Drawings that have been updated to show actual conditions, as specified in the individual specification sections.
  - D. Transmit to the City at time of acceptance of the Work and prior to final payment, using the site record drawings for reference, prepared final "Record As-Built Drawing" drawings on permanent, reproducible prints of original Construction Documents.
  - E. Specifications and Addenda:
    - 1. Mark each Specification Section to record:
      - a. Manufacturer, trade name, catalog number and supplier of each product and item actually incorporated in the Work.
      - b. Changes made by Change Order and other modifications.
  - F. Large-scale layout drawings:
    - 1. The preparation of large-scale, detailed layout drawings may be required for the work of Division's 15 and 16 of these Specifications. These layout drawings are not Shop Drawings as defined by the Contract Documents, but, together with Shop Drawings or layout drawings of other affected Work, are used to check, coordinate and integrate the various types of work.
    - 2. If furnished, include the layout drawings as part of the Project Record Drawings.
  - G. Sign and date the completed Project Record Documents and submit them to the City for review and acceptance prior to any request for verification of Substantial Completion.
- 1.06 OPERATING AND MAINTENANCE DATA**
- A. General: Where maintenance manuals, record data and operating instructions are required by the Specifications Sections, present in three-ring, durable, plastic binders sized for 8-1/2 x 11-inch sheets and including at least the following:
    - 1. Identification on, or readable through, the front cover with the Project name, address and the general subject matter contained in the manual.
    - 2. Neatly typewritten index in the front of the manual furnishing immediate information as to locations in the manual of emergency data regarding the equipment included in the manual.
    - 3. Complete instructions regarding operation and maintenance of the equipment included.
    - 4. Complete nomenclature of replaceable parts, their part numbers, current cost, name and address of nearest source of parts.
    - 5. Each guaranty/warranty and service agreement issued for the equipment in the manual.
    - 6. Prepare and include additional data as required for the instruction of the City's operating and maintenance personnel.
  - B. Extraneous Data: Where contents of manuals include manufacturers' catalog pages, clearly indicate the items included in this installation and delete or otherwise clearly indicate, data which is not applicable to this installation.

- C. Shop Drawings: With each copy of the manual, furnish one set of applicable approved Shop Drawings showing changes made during construction.
- D. Number of Copies Required. Unless otherwise specified, submit three copies of Mechanical and Electrical manuals and two copies of other manuals.

**1.07 INSTRUCTION OF CITY PERSONNEL**

- A. Where specified in the Individual Specifications Sections, furnish qualified personnel for on-the-job instruction of the City's operating and maintenance personnel.
- B. Furnish instruction, including special start-ups and running time, prior to Substantial Completion, at no additional expense to the City.

**1.08 GUARANTIES/WARRANTIES AND BONDS**

**A. General:**

1. Manufacturers' warranties notwithstanding, warrant the entire Work against defects in materials, fabrication, installation and operation for 12 months from the date of acceptance. Provide guarantee, warranty or bond as required in the individual Specification Sections in addition to the general warranty of construction.
2. Warranties between Contractor and manufacturers, and the Contractor and suppliers, shall not affect guarantees/warranties between the Contractor and the City.
3. The Contractor shall not be held responsible for damage due to misuse, negligence, willful damage, improper maintenance or accident caused by others. Nor shall it be responsible for defective or failed parts whose replacement is necessitated by failure of the City's maintenance forces to properly clean and service them, provided the Contractor has furnished complete maintenance instructions to the City.
4. Compile the specified warranties and bonds, co-execute as required, review to verify compliances with Contract Documents, and submit to the City for review and acceptance prior to any request for verification of Substantial Completion.

- B. Form of Guaranty/Warranty. Submit the guarantees, in the form found in the Contract Documents, typed on the Contractor's letterhead for the entire Work or on the Subcontractor's letterhead for the Work of a Specific Specification Section. Submit duplicate signed originals.

**1.08 SUBSTANTIAL COMPLETION**

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

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion and a statement showing an accounting of changes to the Contract Sum.
  - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - b. Include a list of deficiencies in completed work.
2. Advise City of pending insurance change-over requirements.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
4. Obtain and submit releases enabling the City unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
5. Submit record drawings, Operation & Maintenance manuals and similar final record information and obtain approval by City.
6. Deliver tools, spare parts, extra stock, and similar items.

7. Complete start-up, operation, and acceptance testing of systems, and instruction of the City's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups and similar elements and obtain approval of test reports.
  8. Complete final cleanup requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Inspection Procedures:
1. The City shall promptly inspect the work after receipt of the Certificate of Substantial Completion, the list of incomplete work and list of defects in the work; as specified above.
  2. On receipt of the Certificate, the City will make a preliminary determination as to Substantial Completion based on this list and on the City's knowledge of the state of completion. If the City is satisfied that the list contains no item which prevents complete occupancy and use of the project, the City will accompany the contractor on a preliminary inspection to verify the accuracy of the list.
  3. The City will make a preliminary inspection of the entire project or until the discovery of incomplete or defective work which, in the City's opinion, prevents complete occupancy and use, at which time the Contractor will be notified that the inspection is terminated. The City is not obligated to discover each and every incomplete or defective item during this inspection. If no impediment to occupancy is found as a result of the inspection, the City will prepare the Certificate of Substantial Completion following the inspection. If the inspection is terminated, the Contractor will reschedule the preliminary inspection after correcting incomplete and defective items preventing complete occupancy and use.
  4. If necessary, the City will repeat the inspection when requested and assured that the Work has been substantially completed. The cost of repeat inspections will be deducted from the Contract Amount.
  5. Results of the completed inspection will form the basis of requirements for final acceptance and will be issued to the contractor in writing in the form of a list of deficiencies.
- C. Time Limit For Correction of Deficiencies: The Contract allows a period of thirty days maximum from the date of Substantial Completion, or until the Contract Completion date, whichever occurs later, to complete all incomplete or defective items. If incomplete or defective work remains after this time limit, the City reserves the right to complete all remaining incomplete or defective work and to deduct the costs to complete the work from the balance remaining in this Contract.
- D. Remove temporary tapes, wrapping, coatings, labels and similar items. Dust mop, wash or wipe exposed and semi-exposed surfaces as necessary to leave the Work in a new, clean condition.

#### 1.09 FINAL CLEANING

- A. Remove temporary tapes, wrapping, coatings, paper labels and similar items. Dust mop, wash or wipe exposed and semi-exposed surfaces as necessary to leave the Work in a new, clean condition.
- B. Use cleaning materials which will not create hazards to health or property or cause damage to products or Work.
- C. Use cleaning materials and methods recommended by the manufacturers of the products to be cleaned.
- D. Schedule operations to prevent dust and other contaminants resulting from cleaning operations from adhering to wet or newly finished surfaces.
- E. Remove dust, dirt, grease, stains, fingerprints, labels, spilled and spattered and other foreign materials from interior and exterior surfaces exposed to view.
- F. Wash and shine glazing and mirrors.
- G. Polish glossy surfaces to a clear shine.

H. Ventilating Systems:

1. Clean permanent filters and replace temporary filters of units operated during construction.
2. Clean ducts, blowers and coils.

I. Vacuum and wipe insides of electrical panels and cabinetwork.

J. Broom-clean interior spaces. Vacuum carpets.

K. Remove sticks, rubbish and other debris from site and roof areas.

L. Broom-clean exterior paving.

M. Rake clean ground surfaces clean.

**1.10 SERVICE AND MAINTENANCE CONTRACTS**

- A. Compile, review and submit specified service and maintenance contracts as specified for guarantees/warrantees and bonds.

**1.11 FINAL INSPECTION AND ACCEPTANCE**

- A. Upon completion of the preliminary inspection list of deficiencies, the Contractor will notify the City and schedule a final acceptance inspection. The City will verify that all items have been corrected. The City may deduct from the Contract Amount the cost for return inspections to further verify completion of any incomplete item remaining after the first final inspection.

- B. When the City is satisfied that all work has been done in accordance with the contract drawings and these Specifications, the City will recommend acceptance of the contract as complete. The completion date, for purposes of computing "Time for Completion" and liquidated damages, if any, will be considered to be the date of Contractor's Certificate of Substantial completion, provided that, in the City's judgement, the work was substantially complete and operational at that time, otherwise, the completion date will be the date of final acceptance.

**1.13 WARRANTY PERFORMANCE REVIEW**

- A. Review Meeting: 11 months following date of acceptance, hold a meeting for the purpose of review of and action upon, guarantees/ warranties, bonds and service and maintenance contracts.

**PART 2 - PRODUCTS [NOT USED]**

**PART 3 - EXECUTION [NOT USED]**

END OF SECTION

## SECTION 01800

### Value Engineering

#### PART I GENERAL

##### 1.01 General.

- A. The City encourages voluntary development, preparation, and submittal of Value Engineering proposals (VEP's). Proposals may be submitted to the City for modifying the plans, specifications, or other requirements of the contract for the purpose of reducing the total cost of construction without impairing in any manner the essential functions or characteristics of the project. All aspects of the proposed change will be evaluated in determining the value of the proposed change to the project, for example: service life, economy of operations, ease of maintenance, appearance, and design and safety standards.
- B. Value Engineering Proposals may be initiated by the Contractor including subcontractors, the City, and the City's designer including sub-consultants.
- C. Upon receipt of a Value Engineering Proposal (VEP), the City will assemble a preliminary review team to evaluate all aspects of the VEP, for example: construction cost savings, contractor costs to develop and implement the VEP, City costs to develop and implement the VEP, required design changes, and functional considerations.
- D. If the preliminary review results in agreement on the merits of further action on the VEP, the review team will recommend full development of the VEP. The City will estimate development, life cycle, and redesign costs, and the contractor will estimate and propose construction costs savings.

##### 1.02 VEP Format

- A. The Contractor's Value Engineering Proposal will contain the following:
  1. A description of the proposed change and of the existing contract requirements affected by the proposed change.
  2. A detailed estimate of the costs of performing the work as originally designed and of the costs of performing in accordance with the proposed change.
  3. Advantages and disadvantages of the existing design and the proposed change.
  4. A statement as to the effect that the proposed change will have on the time required for completion of the project.
- B. The City shall prepare the following:
  1. A list of contract document changes required by acceptance of the proposed change.
  2. A detailed estimate of City development and redesign costs required by acceptance of the proposed change.
  3. An estimate of time duration for redesign effort required by acceptance of the proposed change.
  4. An estimate of the effect of the proposed change on life cycle costs.

##### 1.03 Analysis for Acceptance

- A. The review team will analyze the fully developed proposal for functional equivalence, characteristics, development costs, construction cost savings, and life cycle costs, and recommend acceptance or rejection by the City.
- B. The City will be the sole judge of acceptability of the proposal.

1.04 Modification of Contract for VEP.

- A. Upon acceptance of a VEP, the City and Contractor will agree on the scope and price adjustments required. The contract price will be reduced by the following amount:

**Construction cost savings less contractor development costs less City development costs multiplied by 0.50.**

- B. Upon agreement as to changes in scope and price, the necessary change order will be issued, specifically stating that it is issued under the provision Section: VALUE ENGINEERING of this contract, and fully describing the required changes in the plans and specifications.
- C. During submittal, analysis, review, and negotiation of any VEP, the Contractor shall continue to perform the work in accordance with the original requirements of the contract unless otherwise directed in writing by the City.

**PART 2 - PRODUCTS [NOT USED]**

**PART 3 - EXECUTION [NOT USED]**

END OF SECTION

## SECTION 03140

### CONCRETE MAINTENANCE

#### PART 1 GENERAL

##### 1.1 GENERAL DESCRIPTION OF WORK

- A. Provide all labor, products and equipment required to properly install semi-rigid filler in existing concrete to repair cracks and surface defects.

##### 1.2 SUMMARY

- A. Section includes:
  - 1. Joint filler.
  - 2. Joint edge spall repair.
  - 3. Crack Repair.
  - 4. Surface defect repair, including pop-outs, chips, spalls and pitting.
- B. Related Sections include the following:
  - 1. Section 01 3516 – Alteration Project Procedures
  - 2. Section 09 9100 – Painting

##### 1.3 APPLICABLE STANDARDS

- A. Products and installation shall be in compliance or exceed the joint filling criteria established in the latest ACI 302.1R Guide for Concrete Floor and Slab Repair.

##### 1.4 DEFINITIONS

- A. Joints: Joints deliberately created in regular, grid pattern intervals during construction.
  - 1. Construction Joints and Closure Strip Joints: Formed joints between adjacent slab panels, where panels are separate concrete pours.
  - 2. Shrinkage Joints: Also called control or contraction joints, are saw-cut after slab troweling to control slab breaks caused by concrete shrinkage, and keep cracks in straight lines under the saw-cuts.
- B. Cracks: Random, uncontrolled breaks in the concrete surface.
  - 1. Shrinkage Cracks: Cracks that are the result of overall concrete shrinking beyond the capacity of the construction joints to contain.
  - 2. Curl Cracks: Caused by concrete shrinking faster at the slab top than the bottom, with resulting curl at pour edges, breaking may be from wheeled vehicle impact.
- C. Spalls: Locations where concrete surface has delaminated, chipped or broken off, exposing aggregate in the mix.

##### 1.5 CONTRACTOR QUALIFICATIONS

- A. Installer shall have a minimum of three (3) years experience in performing the types of work covered by this Section and shall be a Certified Applicator of the material manufacturer.
- B. Certified Applicator shall use tools and equipment specifically designed for the preparation and placement of industrial joint fillers and concrete crack and defect repair.

1.6 SUBMITTALS

- A. Product data: Submit manufacturer's product data, including proper procedures and installation methods as required by the specified product manufacturers. Product data for all products and primary equipment used for repair of existing concrete slab defects.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in manufacturer's original and unopened containers, labeled with type and name of products and manufacturers.
- B. Comply with manufacturer's written instructions for minimum and maximum temperature requirements and other conditions for storage.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Curecrete Distribution, Inc. 1203 W. Spring Creek Place, Springville, UT 84663  
800-998-5664.
- B. Sika Corporation.
- C. The Euclid Chemical Company.
- D. Approved equal.
- E. Approved equal.
- F. Substitutions: In accordance with the provisions of Division 1 – General Requirements

2.2 MATERIALS (Curecrete)

- A. Polyurea joint filler: "CreteFill Pro 75 Control Joint Filler"  
Rapid setting two-component polyurea elastomer joint filler with the physical properties listed below.
  - 1. Shore "A" hardness ASTM D-2240 75-77 A
  - 2. Viscosity (mixed) Self Leveling
  - 3. Mix Ratio (by volume) 1:1
  - 4. Initial Cure 15 minutes
  - 5. Tack Free (thin film)@ 77°F 3 minutes
  - 6. Final Cure 60 minutes
  - 7. Tensile Strength, psi ASTM D-412 740 minimum
  - 8. 100% Solids acceptable for use in USDA applications
  - 9. Contains no VOC's
- B. Surface defects, spall repair: "CreteFill Spall Repair" Low viscosity rigid Urethane with the physical properties listed below.
  - 1. Viscosity (Mixed) 250 cps
  - 2. Hardness, durometer (ASTM D2240) 57- 62
  - 3. Tensile Strength, PSI (ASTM D412) 4600
  - 4. Tear Strength (ASTM D624) -lb/mil 489
  - 5. Elongation % (AST D412) 6% to 8%
  - 6. Compressive Strength (neat) 3900 psi  
(ASTM C109) (With Sand) 4950 psi
  - 7. Bond Strength (ASTM 882-99) 3450 psi
  - 8. Contains no VOC's.

- B. Crack Repair "CreteFill Crack Repair" Extremely low viscosity rigid Urethane repair material with the physical properties listed below.
1. Viscosity (Mixed) .....25 cps
  2. Hardness, durometer (ASTM D2240).....67-72D
  3. Tensile Strength, PSI (ASTM D412).....4600
  4. Tear Strength (ASTM D624).....lb/mil 489
  5. Elongation % (AST D412).....6% to 8%
  6. Compressive Strength (neat) .....4100 psi  
(ASTM C109) (With Sand) .....4950 psi
  7. Bond Strength (ASTM 882-99) .....3450 psi
  8. Low odor
- C. No joint filler or crack repair material substitutions are allowed unless substituted products meet the above referenced physical properties.

### PART 3 EXECUTION

#### 3.1 SURVEY

- A. Repair designated floor joints and cracks in the concrete floor slab where indicated on the drawings, where identified by Owner's Representative at specific locations, or generally identified by existing crack or joint conditions.
- B. Visually examine the floor joints and cracks in the slab observing the following.
1. Where semi-rigid joint filler is most appropriate material.
  2. Where spall and crack repair mortar is most appropriate material.
  3. Notify the Owner's Representative where other defective areas are observed and not indicated for repair work, but where repair is appropriate.

#### 3.2 FLOOR SLAB REPAIRS AT JOINTS AND CRACKS

- A. Shrinkage and construction joint repairs
1. Joints where overall width of joint and edge spall is 1/2" or less.
    - a. Where narrow joint conditions exist with little to no edge spalling, clean both joint sidewalls to full original depth utilizing a diamond blade equipped dust free saw.
    - b. Where minor edge raveling or spalling exists, prepare joint by making 3/4" minimum depth (1 3/4" preferred) vertical saw cuts at spall edges, then remove material to provide a channel to accept repair material.
    - c. Where necessary, clean dry silica sand can be placed at the bottom of the joint (1/4" maximum layer) to seal off any opening and prevent excessive filler seepage or run through.
    - d. Following Manufacturer's mixing and installation instructions fill the joint and monitor top to assure fill remains crowned.
    - e. After product has cured, CreteFill Pro 75 Joint Filler can be cut smooth and flush with the finish floor surface or may be polished smooth with the floor using the specified polishing process.
  2. Joints where overall width of joint and edge spall is more than 1/2".
    - a. Prepare joint by making straight, vertical saw cuts at spall edges, then remove delaminated material and deteriorated concrete surface material.
    - b. Where necessary, clean dry silica sand can be placed at the bottom of the joint (1/4" maximum layer) to seal off any opening and prevent excessive filler seepage or run through.
    - c. Blend CreteFill Spall Repair rigid urethane per manufacturers requirements adding maximum 2-1 ratio aggregate to create a mortar. Fill area with the repair mortar. Trowel top of repair mortar to be flush with concrete surfaces on both sides.
    - d. After repair mortar has cured, use a flexible grinding wheel to grind top and edges to be flush and smooth with concrete floor on both sides.
    - e. If spalled repair area is over a control joint create a relief cut through the center of the repair mortar by re-cutting the joint.

The relief cut should extend down through the structural mortar repair following the original saw cut in the slab.

- f. Following Manufacturer's installation instructions re-fill the relief cut with CreteFill Pro 75 flexible control joint sealer.
- g. After product has cured, CreteFill Pro 75 Joint Filler can be cut smooth and flush with the finish floor surface or may be polished smooth with the floor using the specified polishing process.

B. Slab crack repair:

1. Random cracks not subject to movement, which are specifically identified to be repaired:
  - a. Utilizing dust-free cleanout and crack chasing saws cut along the crack to a depth of approximately 3/4" (1/2" minimum) creating a straight, clean vertical edge. Ensure that this defining cut has removed all previously adhered fillers, and any loose or weak concrete from the crack edge.
  - b. Follow manufacturer's mixing and installation instructions and fill the crack with Crete Fill Spall Repair Rapid Cure Rigid Urethane.
  - c. After urethane has cured, repaired area can be polished smooth with the floor using the specified polishing process.

3.3 SURFACE DEFECT REPAIR, INCLUDING POP-OUTS, CHIPS, SPALLS, AND PITTING

- A. Clean defect section with angle grinder equipped with wheel to remove all dirt/laitance. Wheel should be run over defects in multiple directions to insure proper cleaning.
  1. Vacuum prepared pitting sections.
  2. Dispense low viscosity CreteFill Crack or Spall Repair Rapid Cure rigid urethane material generously in and around pitted areas. Sand Filler, Grit size from 12 to 60, may be added to mixed components and then placed into area to be repaired. See Manufactures comprehensive installation guidelines for more information regarding use.
  3. Immediately trowel repair material flush with slab surface. If material sticks to the trowel clean with denatured alcohol.
  4. After repair material is fully cured; (30 minutes) surface may be ground smooth or polished using the specified polishing process.

END OF SECTION

## SECTION 09100

### PAINTING

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Section Includes:
  - 1. Exterior painting.
  - 2. Surface preparation.
  
- B. Related Sections:
  - 1. Section 01 3516 - Alteration Project Procedures
  - 2. Section 03 0140 - Concrete Maintenance
  - 3. Section 07 9200 - Joint Sealers
  - 4. Section 09 9623 - Graffiti Resistant Coatings
  
- C. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors.
  
- D. Table of abbreviations used in this specification:
  - 1. American Society for Testing and Material
    - a) Shown as ASTM (i.e. ASTM D16 - Standard terminology relating to paint, varnish, lacquer, and related products)
  - 2. Occupational Safety and Health Administration
    - a) Shown as OSHA or CAL-OSHA when referring to safety regulations
  - 3. Master Painters Institute
    - a) Shown as MPI
  - 4. The Society for Protective Coatings
    - a) SSPC: Steel Structures Painting Council
  - 5. Air Quality Management District
    - a) AQMD - relating to state and local air quality regulations
  - 6. Painting and Decorating Contractors of America
    - a) PDCA - Industry Standards
  - 7. Painting- Architectural Specifications Manual
  
- E. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
  - 1. Prefinished items include the following factory-finished components:
  - 2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
  - 3. Finished metal surfaces include the following:
  - 4. Operating parts include moving parts of operating equipment and the following:
  - 5. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

##### 1.02 SCHEDULING OF WORK

- A. Coordinate the commencement of work with City so as not to cause inconvenience to the facility.
  
- B. Identify items that need to be moved by occupants (i.e.: automobiles).

### 1.03 QUALITY ASSURANCE

- A. Applicator Qualifications: Minimum 10 years documented experience in work of this Section.
- B. Brushouts and Field Samples: Prepare brushouts for City review and approval. Prepare field samples for City review and final approval of color, texture and sheen.
- C. Correct areas, modify method of application/installation, or adjust finish texture as directed to comply with specified requirements.
- D. Accent colors may require two or more coats to achieve color uniformity and may require additional expense to City.
- E. Maintain field sample accessible to serve as a standard of quality for this Section.
- F. Samples shall consist of the following:
  - 1. Provide 8 x 11 inch samples for approval
  - 2. Provide large mock up on wall surface, minimum 4' wide by 8' high, for approval of color, sheen and texture.

### 1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in original unopened packaging with legible manufacturer's product identification.
- B. Storage and Protection: Comply with manufacturer's recommendations.
- C. Remove oily rags, waste, etc., every night and take every precaution to prevent fire.
- D. Store in a cool, dry place out of direct sunlight.
- E. Protect from the elements and from damage.
- F. Store at a temperature of not less than 40 degrees F.
- G. Stack materials no more than three high in five-gallon containers.

### 1.05 MAINTENANCE

- A. Extra Materials: 1 gallon of each color and sheen.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Acceptable Manufacturers:
  - 1. Kelly-Moore Paints. ([www.kellymoore.com](http://www.kellymoore.com))
  - 2. Glidden. ([www.gliddenprofessional.com](http://www.gliddenprofessional.com))
  - 3. Pittsburgh Paints ([www.ppgpittsburghpaints.com](http://www.ppgpittsburghpaints.com))
  - 4. Benjamin Moore and Co. ([www.benjaminmoore.com](http://www.benjaminmoore.com))
  - 5. Devco Paint Co. ([www.devcopaint.com](http://www.devcopaint.com))
  - 6. Fuller O'Brien Paints. ([www.fullerpaint.com](http://www.fullerpaint.com))
  - 7. PPG Architectural Finishes, Inc. ([www.pittsburghpaints.com](http://www.pittsburghpaints.com))
  - 8. Pratt and Lambert Paints. ([www.prattandlambers.com](http://www.prattandlambers.com))
  - 9. Sherwin Williams. ([www.sherwin-williams.com](http://www.sherwin-williams.com))
- B. Approved equal.
- C. Substitutions: In accordance with Division 1 - General Requirements.

- D. Comply with current health, safety, and environmental regulations.
- E. Paint mixing and thinning: If necessary, comply with manufacturer's instructions.
  1. Mix and thin materials in specified work and storage areas only.
  2. Return paint thinners, tools, rags and partially filled containers to storage area at the completion of each day.
- F. Colors: As defined on drawings.

**PART 3 - EXECUTION**

**3.01 EXAMINATION**

- A. Closely examine surfaces. Surfaces that are in question or that will affect the execution or quality of work must be brought to the attention of the City's Representative before painting will begin.
- B. The City or City's Representative will inspect preparation before the application of paint finishes.
- C. Rework surfaces not properly prepared to receive paint finishes to the satisfaction of the City or City's Representative.

**3.02 PREPARATION**

- A. Prepare surfaces in compliance with manufacturer's requirements for coatings to be applied.
- B. Surfaces to be painted: All surfaces must be clean and dry, free of foreign matter and contaminants. Use cleaning methods as appropriate or indicated; including pressure washing, scraping, sanding and wire brushing.
  1. Utilize power scrapers, grinders and wire brushes carefully to minimize damage to substrate.
- C. High-Pressure Water Washing:
  1. All surfaces to be painted shall be high-pressure water washed to remove dirt, loose or peeling paint, rust, excess chalk, efflorescence and contaminants that will affect adhesion of the prime or finish coats. The optimum pressure range is about 2000 to 4000 PSI as this performs optimum cleaning with low operator fatigue.
  2. Pressure washing may not remove all contaminants or chalk. A close inspection of chalky surfaces should be made to determine the need of more aggressive preparation by hand tools and priming.
  3. Pressure washing of areas that may introduce water into interior spaces, such as entry doors, vents, and soffits should be avoided.
  4. Areas that are affected with mildew growth must be washed using a commercial-grade cleaner or chlorine solution strong enough to kill the mildew. This is normally a 20% or 25% solution.
  5. PRECAUTION:
    - a. WHILE WORKING WITH THIS SOLUTION IT IS RECOMMENDED THAT YOU WEAR RUBBER GLOVES AND AVOID GETTING THE SOLUTION IN YOUR EYES. PEOPLE WITH A KNOWN ALLERGY TO BLEACH OR PEOPLE WITH ESPECIALLY SENSITIVE SKIN SHOULD AVOID ALL CONTACT WITH THIS SOLUTION. BE SURE TO WASH YOUR HANDS AND ARMS WELL WITH SOAP AND WATER WHEN YOU ARE THROUGH. DO NOT MIX AMMONIA WITH CHLORINE OR CHLORINATED DETERGENTS.
    - b. The Contractor shall conform to environmental regulations as some areas may require a special permit or do not allow pressure washing
    - c. The contractor must plan for the proper clean up and disposal of spent coatings removed by this process.
    - d. Allow all surfaces to dry thoroughly prior to preparation and painting.
- D. Repair damage to substrate caused by preparation work.

- E. Ensure that hardware, fire Sprinklers heads and Signage is protected before painting, and then replaced or uncovered when painting in that area is complete.
- F. Remove decals before painting.

### 3.03 SURFACE PREPARATION

- A. **CONCRETE:** Mechanically high-pressure water wash to remove dirt, dust, contaminants and loose and peeling paint from surfaces.
  1. Patch large voids and cracks with Kelly-Moore Kel-Seal Elastomeric Sealant System. See Paragraph 3.04.
  2. If efflorescence exists, remove and spot prime affected areas with appropriate alkaline resistant primer to inhibit condition.
  3. In the areas where the concrete is failing and causing the paint to peel, perform a pH test to assure acceptable pH level of 8 to 10 prior to coating.
- B. **METAL PREPARATION:**
  1. SSPC-SP 1, Chemical Cleaning: This includes commercial cleaner/de-greaser solutions, steam cleaning, alkaline cleaning or volatile solvent cleaning.
  2. SSPC-SP 2, Hand Tool Cleaning: Sound coatings that are very hard or glossy shall be sanded to remove gloss and slightly roughen the surface. Prior to this, remove grease, salt, chemical dust, mildew or other contaminants.
  3. SSPC-SP 3, Power Tool Cleaning: Care must be taken to avoid polishing the surface or abrading too deeply.
- C. **FERROUS METAL --** Mechanically high-pressure water wash metal where feasible to remove dirt, contaminants, rust scale or oxides and loose and peeling paint.
  1. Remove excess rust, loose or peeling paint using SSPC methods, SP-2 Hand Tool Cleaning or SP-3 Power Tool Cleaning to provide a surface for paint application.
  2. Prime bare and sound rusted metal. See Paint Schedule.
- D. **NON-FERROUS METAL -** Mechanically high-pressure water wash metal where feasible to remove dirt, contaminants and loose and peeling paint.
  1. Remove loose or peeling paint using SSPC method, SP-2 Hand Tool Cleaning, to provide a surface for paint application.
  2. Prime bare metal. See Paint Schedule.
- E. **GENERAL MILDEW REMOVAL:** Remove mildew with a solution of one part household bleach to three parts water to leave an uncontaminated, clean surface for paint.
  1. Mix cleaning solution stronger as necessary to produce the desired level of cleanliness. Scrub where necessary with a soft bristle brush.
- F. Spot prime bare surfaces with appropriate primer after crack repair, sealants, and other preparation has been completed and surface has dried.

### 3.04 CRACK REPAIR

- A. Surfaces shall be firm and free of dirt, oil, grease, efflorescence, mildew and loose material. Wire brush or blast unsound masonry to obtain a firm surface. Remove dirt, loose contaminants and chalk by high pressure chemical and water cleaning.
  1. Cracks ranging from 1/64" to 1/32", apply generously, appropriate KEL-SEAL Elastomeric Sealant (Brush Grade) over the entire area in need of renovation. If surface is chalky, apply an appropriate Kelly-Moore surface conditioner before application of sealant.
  2. Rout out cracks exceeding 1/32" to 1/4" wide by 1/4" deep. When completed, flush joint out with water and check to see that the surface is sound and free of grinding dust. Once joint is sound, use a bond breaker tape to prevent three-point adhesion.

### 3.05 SEALANTS

- A. Fill cracks with a sealant and/or elastomeric patch to match surrounding substrate.
- B. Fill field cracks and splits with elastomeric patch such as KM #1107 Kel-Seal Smooth Elastomeric Sealant (brushable) on stucco or KM #1126 Kel-Seal Urethane Fortified Acrylic Sealant elastomeric caulking on wood.
  - 1. Refer to Kelly-Moore Kel-Seal Elastomeric System Technical Literature for additional information.

### 3.06 APPLICATION

- A. Prepare, paint and finish surfaces specified, scheduled, and indicated on checklists.
- B. Apply material evenly, free from sags, runs, crawls, holidays or defects. Mix to proper consistency; brush out smooth, leaving a minimum of brush marks.
  - 1. Uniformly flow out enamels and varishes.
- C. Apply by brush, roller or spray as appropriate for conditions.
- D. The number of coats specified is the minimum number acceptable. If full coverage is not achieved with the specified number of coats, apply additional coats as necessary to produce the required finish.
- E. Do not apply paint in rain, fog, mist, when surface temperature is below 50 degrees Fahrenheit or when rain is imminent.

### 3.07 CLEAN UP

- A. Immediately clean up accidental splatters, spills and misplaced paint, and restore the affected area to its original condition.
- B. At completion of work, remove materials, supplies, debris and rubbish, and leave workspaces and paint storage areas in a clean, acceptable condition.

### 3.08 PAINT SCHEDULE

The basis of design for the following schedule: Kelly-Moore Paints. Colors are as shown on the drawings.

- A. Interior Entry Block Walls
  - a. Spot Prime Coat: 295 Kel-Bond Universal Primer
  - b. 2nd Coat: 1250 Acry-Shield 100% Acrylic Semi-Gloss Finish
  - c. 3rd Coat: 1250 Acry-Shield 100% Acrylic Semi-Gloss Finish
- B. Interior Concrete Columns
  - a. Spot Prime Coat: 295 Kel-Bond Universal Primer
  - b. 2nd Coat: 1245 Acry-Shield 100% Acrylic Exterior Low Sheen
  - c. 3rd Coat: 1245 Acry-Shield 100% Acrylic Exterior Low Sheen
- C. Metal Handrails
  - a. Prime Coat: KM 15 Chemical Mastic High Build Epoxy
  - b. 2nd Coat: KM 375 High Build Gloss Polyurethane Enamel
  - c. 3rd Coat: KM 375 High Build Gloss Polyurethane Enamel
- D. Metal Steps Under Stairwell and Landing's
  - a. Prime Coat: KM 15 Chemical Mastic High Build Epoxy
  - b. 2nd Coat: KM 375 High Build Gloss Polyurethane Enamel
  - c. 3rd Coat: KM 375 High Build Gloss Polyurethane Enamel
- E. Metal Fencing
  - a. Prime Coat: KM 15 Chemical Mastic High Build Epoxy

- b. 2nd Coat: KM 375 High Build Gloss Polyurethane Enamel
  - c. 3rd Coat: KM 375 High Build Gloss Polyurethane Enamel
- F. Conduit
- a. Spot Prime Coat: 295 Kel-Bond Universal Primer
  - b. 2nd Coat: 1245 Acry-Shield 100% Acrylic Exterior Low Sheen
  - c. 3rd Coat: 1245 Acry-Shield 100% Acrylic Exterior Low Sheen
- G. Elevators Doors and Frames
- a. Prime Coat: Sierra Performance Griptec Multi Surface Primer
  - b. 2nd Coat: Sierra Performance Beyond Acrylic Urethane
  - c. 3rd Coat: Sierra performance Beyond Acrylic Urethane
- H. Concrete Walls
- a. Spot Prime Coat: 295 Kel-Bond Universal Primer
  - b. 2nd Coat: 1240 Acry-Shield 100% Acrylic Exterior Flat
  - c. 3rd Coat: 1240 Acry-Shield 100% Acrylic Exterior Flat
- I. Metal Roof Panels
- a. Prime Coat: Pegalink
  - b. 2nd Coat: Rust-Oleum 5200 System DTM Acrylic
  - c. 3rd Coat: Rust-Oleum 5200 System DTM Acrylic
- J. Metal Doors
- a. 1st Coat: Sierra Performance Griptec Multi Surface Primer
  - b. 2nd Coat: Sierra Performance Beyond Acrylic Urethane
  - c. 3rd Coat: Sierra Performance Beyond Acrylic Urethane

End of Section

## SECTION 09200

### JOINT SEALERS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Joint backup materials.
  - 2. Joint sealers.
- B. Related Sections:
  - 1. Division 01 – General Requirements: Administrative, procedural, and temporary work requirements.
  - 2. Section 01 3516 - Alteration Project Procedures
  - 3. Section 09 9100 - Painting

##### 1.2 REFERENCES

- A. ASTM International (ASTM):
  - 1. C510 - Standard Test Method for Staining and Color Change of Single- or Multicomponent Joint Sealants.
  - 2. C719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle).
  - 3. C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants.
  - 4. C834 - Standard Specification for Latex Sealing Compounds.
  - 5. C919 - Standard Practice for Use of Sealants in Acoustical Applications.
  - 6. C920 - Standard Specification for Elastomeric Joint Sealants.
  - 7. C1193 - Standard Guide for Use of Joint Sealants.
  - 8. C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants.
  - 9. C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
  - 10. D2203 - Standard Test Method for Staining from Sealants.

##### 1.3 SUBMITTALS

- A. Submittals for Review:
  - 1. Product Data: Indicate sealers, primers, backup materials, bond breakers, and accessories proposed for use.
  - 2. Warranty: Sample warranty form.

##### 1.4 QUALITY ASSURANCE

- A. Applicator Qualifications: Minimum 5 years documented experience in work of this Section.
- B. Laboratory Pre-Construction Testing:
  - 1. Obtain representative samples of actual substrate materials.
  - 2. Test sealers and accessories for following:
    - a. Adhesion: Test to ASTM C794 and ASTM C719; determine surface preparation and required primer.
    - b. Compatibility: Test to ASTM C1087; determine that materials in contact with sealers do not adversely affect sealant materials or sealant color.
    - c. Staining: Test to ASTM D2203, ASTM C510, or ASTM C1248; determine that sealants will not stain joint substrates.
    - d. Pre-construction testing is not required when sealant manufacturer furnishes data acceptable to Architect based on previous testing for materials matching those of this Project.

## 1.5 PROJECT CONDITIONS

- A. Do not apply sealers at temperatures below 40 degrees F unless approved by sealer manufacturer.

## 1.6 WARRANTIES

- A. Furnish manufacturer's warranty providing coverage for sealers and accessories that fail to provide air and water tight seal, exhibit loss of adhesion or cohesion, or do not cure.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
  - 1. BASF Building Systems. ([www.buildingsystems.basf.com](http://www.buildingsystems.basf.com))
  - 2. Dow Corning Corp. ([www.dowcorning.com](http://www.dowcorning.com))
  - 3. GE Silicones. ([www.gesealants.com](http://www.gesealants.com))
  - 4. Pecora Corp. ([www.pecora.com](http://www.pecora.com))
  - 5. Sika Corp. ([www.sikausa.com](http://www.sikausa.com))
  - 6. Tremco, Inc. ([www.tremcosealants.com](http://www.tremcosealants.com))
  - 7. Approved equal.
- B. Substitutions: Under provisions of Division 01.

### 2.2 MATERIALS

- A. Joint Sealer Type 1
  - 1. ASTM C920, Grade P, multiple component polyurethane type.
  - 2. Movement capability: Plus or minus 25 percent.
  - 3. Color: To be selected from manufacturer's full color range.
- B. Joint Sealer Type 2
  - 1. ASTM C920, Grade NS, single component silicone type, non sag.
  - 2. Movement capability: Plus or minus 25 percent.
  - 3. Color: To be selected from manufacturer's full color range.
- C. Joint Sealer Type 3
  - 1. ASTM C920, Grade NS, single component butyl rubber type, non sag.
  - 2. Movement capability: Plus or minus 12-1/2 percent.
  - 3. Color: To be selected from manufacturer's full color range.
- D. Joint Sealer Type 4
  - 1. ASTM C834, single component acrylic latex, non sag.
  - 2. Movement capability: Plus or minus 7-1/2 percent.
  - 3. Color: White.
- E. Joint Sealer Type 5
  - 1. ASTM C920, Grade NS, single component silicone, non sag, mildew resistant.
  - 2. Movement capability: Plus or minus 25 percent.
  - 3. Color: To be selected from manufacturer's full color range.
- F. Joint Sealer Type 6
  - 1. ASTM C920, Grade NS, single component [polyurethane] [polysulfide] type, non sag, recommended by manufacturer for continuous water immersion.
  - 2. Movement capability: Plus or minus 25 percent.
  - 3. Color: To be selected from manufacturer's full color range.
- G. Joint Sealer Type 7

1. ASTM C834, single component acrylic latex, non sag, non-hardening, recommended by manufacturer for acoustical applications.
2. Movement capability: Plus or minus 7-1/2 percent.
3. Color: White.

## 2.3 ACCESSORIES

- A. Primers, Bondbreakers, and Solvents: As recommended by sealer manufacturer.
- B. Joint Backing:
  1. ASTM C1330, closed cell polyethylene foam, preformed round joint filler, non absorbing, non staining, resilient, compatible with sealer and primer, recommended by sealer manufacturer for each sealer type.
  2. Size: Minimum 1.25 times joint width.

## 2.4 MIXES

- A. Mix multiple component sealers in accordance with manufacturer's instructions.
  1. Mix with mechanical mixer; prevent air entrainment and overheating.
  2. Continue mixing until color is uniform.

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Remove loose and foreign matter that could impair adhesion. If surface has been subject to chemical contamination, contact sealer manufacturer for recommendation.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Protect adjacent surfaces with masking tape or protective coverings.
- D. Sealer Dimensions:
  1. Minimum joint size: 1/8x1/8 inch.
  2. Joints 1/4 to 1/2 inch wide: Depth equal to width.
  3. Joints over 1/2 inch wide: Depth equal to one half of width.

### 3.2 APPLICATION

- A. Select sealant type appropriate to the application.
- B. Apply products in accordance with manufacturer's instructions.
- C. Install sealers and accessories in accordance with ASTM C1193.
- D. Install acoustical sealers and accessories in accordance with ASTM C919.
- E. Install joint backing to maintain required sealer dimensions. Compress backing approximately 25 percent without puncturing skin. Do not twist or stretch.
- F. Use bondbreaker tape where joint backing is not installed.
- G. Fill joints full without air pockets, embedded materials, ridges, and sags.
- H. Tool sealer to smooth profile.
- I. Apply sealer within manufacturer's recommended temperature range.

### 3.3 CLEANING

- A. Remove masking tape and protective coverings after sealer has cured.

B. Clean adjacent surfaces.

END OF SECTION

SECTION 09623

GRAFFITI RESISTANT COATINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes:
  - 1. Non-sacrificial graffiti control system at designated locations over painted graphics at garage interior.
- B. Provisions of Division 01 apply to this section.
- C. Related Sections:
  - 1. Section 09 9100 - Painting.

1.02 SUBMITTALS

- A. Provide submittals in accordance with Division 01 General Requirements.
- B. Samples: Submit Samples of coating system.
- C. Product Data: Submit anti-graffiti coating manufacturer's technical data and installation instructions, recommended coverage rates for types of surfaces to be treated, and evidence that coatings conform to all requirements specified. Submit evidence of code approvals.
- D. Furnish Samples on the same materials to which coating will be applied on. Indicate satin or flat finish. Coat one-half of each Sample, with the other half non-coated.
- E. Installer: Submit written evidence the installer for the Work of this section has completed at least 5 projects of similar complexity within the past 5 years.
- F. Certificate and Summary Statement: Before Substantial Completion, submit a certificate stating that coatings applied conform to reviewed submittals and all specified requirements. Provide a summary statement setting forth the following:
  - 1. Number of square feet of each surface treated with coating, classified as to the kind of material treated, open pore or closed pore type, and whether vertical or horizontal.
  - 2. The number of gallons of each type, class, or grade of coating required to treat all involved surfaces, based on the number of square feet of each type and orientation of the material the coating was installed on.
  - 3. Total gallons of each coating type, class, or grade installed.
- G. Maintenance Instructions: Furnish manufacturer's recommended graffiti removal instructions, and recommendations for recoating. Furnish names and addresses of cleaning firms and of suppliers of maintenance materials.
- H. Maintenance Material: Furnish five -gallons of each product specified.

1.03 QUALITY ASSURANCE

- A. Manufacturer's Observation: Start coating application under the observation of the coating manufacturer's technical representative. Notify the IOR and coating manufacturer at least 72 hours before starting installation.

- B. Preliminary Tests: Perform tests on each kind of surface to be treated to establish the actual application rates required to provide the surfaces resistant to defacing and meet warranty requirements. Tests shall demonstrate the coating does not yellow, darken, mottle, or discolor any treated surface and those surfaces to be treated are dry. Established application rates shall not be less than those recommended in the coating manufacturer's technical data for the kind and surface orientation of the material.
- C. Compliance with Regulations: Materials shall comply with the current rules and regulations of the local air quality management district, with the rules regarding volatile organic compounds, and with FDA rules and regulations for dangerous materials in coatings.
- D. Materials shall meet requirements of SCAQMD regarding emission of solvents and other pollutants.
- E. Qualifications:
  - 1. Manufacturer: Anti-graffiti coating shall be product of a manufacturer who has been regularly engaged in manufacturing anti-graffiti coatings for at least 10 years. Manufacturer shall supply references of at least 5 satisfactory installations in which anti-graffiti coating has been in service for at least 5 years.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver all coating materials to the Project site in containers bearing name and batch number of manufacturer, with seals intact.

1.05 PROJECT CONDITIONS

- A. Protection: Install temporary coverings and protection, and do not allow any coating to contact plastic, planting soil, plants, asphaltic paving, roofing membranes, or other materials that are likely to be damaged by coating.
- B. Weather Conditions: Do not install coating during windy, wet, or excessively hot or dry weather conditions.

1.06 WARRANTY

- A. Manufacturer shall provide a 10 year material warranty. Installer shall provide a 3 year labor warranty.

**PART 2 - PRODUCTS**

2.01 ACCEPTABLE PRODUCTS

- A. TSW 4Semi- Gloss Acryli-Master Anti Graffiti Coating
  - 1. Matte Finish.

2.02 PROPERTIES

- A. Coatings shall not darken or discolor the treated surfaces and shall be non-toxic, compatible with all standard polymer type caulking and sealing materials, conforming to AQMD 1113, and certified by manufacturer as suitable over paint finish.
- B. Colors of opaque materials shall match adjoining colors as required, or shall be as selected from manufacturer's standard and custom colors.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Do not start installation of coating if conditions are present that prevent or interfere with the correct preparation of surfaces or installation of coating system.

#### 3.02 PREPARATION

- A. Remove dust, dirt, oil, grease, other deleterious substances and stain, and efflorescence and laitance from surfaces. Repair cracks and holes over 1/16 inch size. Spot prime cracks and holes 1/16 inch size and smaller and prime all horizontal surfaces other than soffits with a heavy duty coating supplied by same coating manufacturer. Mask and protect adjoining surfaces and glass, unless coating is harmless and easily removed.

#### 3.03 APPLICATION

- A. Install the anti-graffiti coating to surfaces as indicated on drawings.
- B. Application Rates: Apply a minimum of 3 coats or more as recommended by manufacturer published application instructions, in the quantity of coating and coverage rates per coat established by preliminary tests, except total quantity shall be not less than the rate recommended for the involved surface in manufacturer's technical data.
- C. Spray Application: Install each coat by airless spray with nominal 20 psi nozzle pressure. Obtain complete coverage of each coat. Indicate areas that are coated when application is stopped for lunch or at the end of the day.

#### 3.04 CLEANING

- A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

#### 3.05 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

## SECTION 16000

### ELECTRICAL BASIC MATERIALS & METHODS

#### PART 1 GENERAL

##### 1.1 SCOPE

- A. Furnish and install all electrical systems as shown and specified, including wiring and connections to certain equipment furnished by others and any work not specifically noted but that can be reasonably inferred or is necessary to provide a complete functional system.
- B. There is no pre-bid equipment or materials for this project. Contractor shall order, furnish, and install all materials and equipment required for a complete and fully functional installation. All costs for material and installation shall be included in Contractor's bid.
- C. Contractor shall guarantee installation, material and equipment for a period of one (1) year from date of final completion.
- D. It is mandatory for all bidders to attend the pre-bid walk.

##### 1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01 73 29 - Cutting and Patching
- B. Section 01 35 16 - Alteration Project Procedures
- C. Section 02 41 00 - Demolition
- D. Section 07 84 00 - Fire Stopping

##### 1.3 PRODUCT HANDLING

- A. Contractor shall be responsible for delivery, storage, protection and placing of all equipment and materials.
- B. Protection: Contractor shall protect from damage during construction, work and materials of other trades as well as electrical work and material. Electrical equipment stored and installed on job site shall be protected from dust, water, or any other damage.

##### 1.4 RULES AND REGULATIONS

- A. All work and materials shall be in full accordance with the latest rules and regulations of California Code of Regulation, Title 24 California Building Standards Code, National Electrical Code, Local City and County Code, applicable regulations of local utility companies, E.U.S.E.R.C. Standards, and General Order 95 of the Public Utilities Commission, and any other applicable laws or regulations.
- B. Nothing in these drawings or specifications is to be construed to permit work not conforming to the above codes.
- C. Drawings and/or specifications shall take precedence when work and material called for exceed code requirements.

##### 1.5 PERMITS, FEES AND INSPECTIONS

- A. It is the responsibility of the contractor to obtain and pay for all permits.
- B. Inspections required by any local ordinances during construction shall be arranged by the Contractor. On completion of the work, furnish Engineer with certificates of inspection.

## 1.6 DRAWINGS AND SPECIFICATIONS

- A. Information presented in the specifications and on the drawings are as exact as could be secured but their extreme accuracy is not guaranteed. The Drawings and Specifications are for the assistance and guidance of the Contractor, and exact locations, distances, levels, etc., will be governed by the site and building, and the Contractor shall accept same with this understanding.
- B. The drawings indicate schematically the layouts of equipment, accessories and wiring systems and shall be followed as closely as possible. Other drawings and actual field conditions shall be examined, noting all conditions that may affect this work. Report conflicting conditions to the Engineer for adjustment before proceeding with work.
- C. Minor changes may be made, providing change is ordered before equipment and wiring systems or work directly connected to same is installed and no extra materials are required.
- D. Where conflicts between the written specifications and the drawings occur the more stringent requirement shall apply.

## 1.7 STRUCTURAL REQUIREMENTS

- A. Installation under this section shall comply with the California Building Code. Obtain the Structural Engineer's approval before performing any cutting or patching of concrete, masonry, or wood structure in the building.

## 1.8 SEISMIC RESISTANCE

- A. Furnish and install all systems, units, equipment, and parts to meet or exceed current applicable requirements for seismic resistance specified by codes, regulations, or agencies having jurisdiction. Include all supports, anchors, braces, and other restraining devices required. All seismic restraints will meet the local Seismic Zone requirements, SMACNA, and are the responsibility of the contractor.
- B. Design of seismic bracing will be per CBC Chapter 16.

## 1.9 EXAMINATION OF SITE

- A. The Contractor shall be held to have visited the site, checked existing conditions, and satisfied himself as to the conditions under which the work is to be performed before submitting his bid. No allowances shall be made in his behalf for any extra expense to which he may be put due to failure or neglect to discover conditions affecting his work.

## 1.10 MATERIAL AND EQUIPMENT

- A. Unless otherwise noted, all material and equipment shall be new, of the type, capacity and quality specified and free from defects. Material shall bear the label of, or be listed by the Underwriters' Laboratories unless of a type for which label or listing service is not provided.
- B. Materials shall be of the same brand or manufacture throughout for each class of material or equipment wherever possible.

## 1.11 MATERIAL SUBSTITUTIONS

- A. Specific brand names mentioned shall establish standards of performance and quality and the phrase "or approved equal" shall be implied unless otherwise noted.
- B. Substitute materials shall be equal in all respects including quality, arrangement, physical size, capacity, performance, and utility to those specified. Approval of substitute material shall be regarded as general only and shall not relieve the Contractor from complying with the requirements of the Drawings and Specifications; the Contractor shall be responsible, at his own expense, for any damage caused by proposed substitutions, which affect other parts of his own work or the work of other contractors.
- C. Only one proposed substitution will be considered for each item. No consideration will be given to substitutions past 10 day limit. Should the original submittal of a proposed substitution be rejected, the specified item shall be furnished.

- D. The submittal of a proposed substitution shall clearly establish the following:
1. The item can be transported into and installed in the intended space and in the manner shown.
  2. Required connections (electrical, conduit, and other) can be properly made and adjoining work can be properly accomplished.
  3. The proposed substitute is similar to and of substance equal to that specified, is suited to the same use as that specified, and will perform the functions required by design.
- E. By submitting a proposed substitution, the Contractor agrees to the following:
1. He will assume full responsibility for any and all modifications necessary alterations arising from the use of the substitute item or material including all cost incurred by all other trades.
  2. He will assume full responsibility for any delay in the construction schedule resulting from the use of the substitution.
  3. He will prove harmless and indemnify the Owner and the Owner's design consultants from real or alleged damages that may result from the installation, use, or performance of a substitute material product.
- F. The following conditions apply to substitutions:
1. Submittals of substitutions are not and do not become part of the contract documents.
  2. Contractor shall not order, fabricate, use, or install any substitute product or procedure unless he has received acceptance of the substitution from the Engineer.
  3. Should the Contractor install any substitute product in violation of the above he shall remove it and install the specified product at his own expense.
  4. The Contractor shall provide a letter stating that all the above items shall apply to all substituted products and equipment.
  5. Any submittal for substituted equipment or product that does not clearly show that the substituted item is equal shall be rejected and no further submittal shall be allowed on the substituted item. Provide in submittal format documentation that the proposed item is exactly as specified in the contract documents.

## 1.12 SHOP DRAWINGS AND SUBMITTALS

### A. General

1. Within 15 calendar days after award of the Contract, and before fabrication and installation of any material, submit for approval six copies of complete submittal data containing complete information and catalog cuts, shop drawings, and other data on all materials, systems and equipment, including equipment which is to be furnished as specified. The submittal data shall be complete for the project and submitted at one time.
2. Individual groups of submittal types must include a cover sheet with table of contents, identifying each item by the name or symbol used in the construction documents, if applicable; the manufacturer; and complete catalog number. Any item which is a substitute being submitted for consideration, shall be clearly marked as a substitute.
3. All submittals shall be checked by the Contractor for conformance to the requirements of the Construction Documents before forwarding for approval. Contractor shall be responsible for all quantities and errors and omissions of submittals. Submittals for materials shall be accompanied with samples when requested.
4. Partial or incomplete submittals may be rejected as not complying with requirements; the Contractor shall be liable for any resultant consequences.
5. Delayed submittals may be rejected as not complying with requirements. Whether accepted or rejected, delayed submittals will not be considered justification for extension of contract time or similar relief.
6. Submittals not required or permitted by the specifications but made at the option of the Contractor, will be returned without review unless accompanied with written valid justification.
7. Submittal items improperly included with those of another category (such as a proposed substitution included with shop drawing submittal) are not valid and will be returned without review.
8. Acceptance of a submittal does not relieve the Contractor of responsibility for omissions from the submittal or errors in the submittal.

B. Review

1. Submittals will be reviewed for general acceptability, not necessarily including all details. The engineers review is for general conformance with the design concept of the project and the information given in the contract documents. The contractor is solely responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating the work with that of other trades and performing all work in a safe and satisfactory manner. Corrections of comments made on this submittal during this review do not relieve contractor from compliance with the requirements of the contract documents or with its responsibilities listed herein.
  - a. Proposed substitutes will be judged not only for acceptability of the items themselves, but also how they will be used under the conditions of the particular project.
  - b. Proposed substitutions will be judged also for compliance with qualifications and conditions stipulated herein.
2. Each Reviewed submittal will be marked to indicate review and direction
  - a. Acceptance of a substitute does not waive the specified requirements.
  - b. Once a substitution is accepted, no revision or resubmittal may be made except for pressing and valid reason and after receipt of approval to do so.

1.13 WORKMANSHIP

- A. Good workmanship shall be evidenced in the installation of all electrical materials and equipment. Equipment shall be level, plumb and true with the structure and other equipment. All materials shall be firmly secured in place and adequately supported and permanent. The requirements of the codes are minimum standards. The recommendations of the National Electrical Contractors Association Standard of Installation shall be followed except where otherwise specifically directed.

1.14 CLEANING

- A. After all other work such as patching, painting, etc., has been accomplished, lighting fixtures, panelboards, switchboards, and all other electrical equipment shall be cleaned of all dirt, grease, plaster, paint or other marks.

1.15 ELECTRICAL WORK FOR EQUIPMENT PROVIDED BY OTHERS

- A. Provide all necessary electrical connections to all equipment provided by others. Obtain specific power and control wiring requirements and connection points from others to perform electrical work. Contractor shall assist in testing equipment but responsibility is limited to correctly installing electrical wiring and connections.
- B. All control wiring for mechanical equipment, both line and low voltage, shall be provided in the mechanical work. All disconnect switches and motor starters shall be provided by this contractor.

1.16 MANUFACTURER'S DIRECTIONS

- A. Follow manufacturer's directions where these directions cover points not included on the Drawings or in the Specifications.

1.17 MISCELLANEOUS EQUIPMENT

- A. This Contractor shall provide all conduit, conductors, disconnects, and connections for power and controls for equipment requiring electrical services.

1.18 MANUALS

- A. In addition to the catalog data and shop drawing submitted for review as required hereinbefore, the Contractor shall furnish to the Engineer three (3) hard copies and two (2) electronic copies on compact disk with the final corrected sets of all data applicable to the equipment furnished.
  1. Each set of data per system shall be bound in one or more volumes. A top quality three-ring binder with vinyl or hard cover will be acceptable in lieu of binding; however, all insert data must be properly punched and reinforced.

2. Identification information shall include the building name, address and location, system or systems included and titled "Maintenance Manual".
3. All data shall be assembled in an orderly sequence with tabbed dividers to correspond with the table of contents.
4. Manufacturer's catalog data, shop drawings, etc., shall be marked clearly to identify the items applicable only to this project.
5. Make and model numbers of each item installed shall be marked clearly in catalog data and identified with symbols used on the Drawings. Complete data shall be provided on all major items to include: panelboards, switchboards, transformers, lighting fixtures, starters, transfer switches, and fire and security alarm system.
6. Submit copy to Engineer for review before delivery to Owner.

#### 1.19 GUARANTEE

- A. Guarantee all electrical work and equipment to be free from defects in workmanship and material for a period of one (1) year from date of final completion. Promptly replace or repair such defects and any damage to property done during repair work at no expense to the Owner. Any warranties, or certificates available for equipment installed, shall be filed at date of acceptance and delivered to Engineer.

#### 1.20 RECORD DRAWINGS

- A. The Contractor shall furnish one set of clean "record" marked block line prints to the Engineer at completion showing clearly any changes made during construction.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

- A. Unless otherwise noted, all material and equipment shall be new, of the type, capacity and quality specified and free from defects. Material shall bear the label of, or be listed by, the Underwriters' Laboratories unless of a type for which label or listing service is not provided.
- B. Unless specified otherwise, all materials and equipment shall be manufactured and assembled in the United States of America. Materials shall be of the same brand or manufacture throughout for each class of material or equipment wherever possible.
- C. Equipment shall be the product of a manufacturer who has, for a period of not less than five (5) years, been in successful manufacture of the equipment and who has a nationally distributed catalog covering ratings and specifications of said equipment.

#### 2.2 RACEWAY

- A. Exposed runs shall be neatly installed parallel or at right angles to the structural members.
- B. Pull Wires: Provide #12 in empty conduits 1" and smaller and 3/16" polypropylene rope in conduits 1-1/4" and larger.
- C. Cap Conduits: Keep conduits capped until wires are pulled. Use manufacturer plugs and caps, push-penny plugs of flexible plastic or steel pennies under bushings.
- D. Conduit Penetrations: Provide seamless lead flashing where conduits penetrate the roof, consisting of lead flashing and cast iron counter-flashing. Flashing shall be Semco 1100 Series, Stoneman or equal. Where conduits pass through finished walls, provide steel escutcheon plates, chrome or painted as directed. Conduits which penetrate ceiling or floor slabs and concrete or masonry walls shall be grouted and sealed watertight at penetration.
- E. Conduit Straps: Straps one or two hole steel snap-on type with ribbed back or malleable iron with galvanized or cadmium plated finish. Secure straps with wood screws on wood material, metal screws or machine screws and bolts on metal material, toggle bolts on hollow masonry and expansion shields with machine screws on concrete or solid masonry. Use of nail straps or perforated strap iron is prohibited.

- F. Conduit Supports: Support individual runs with split ring hangers and threaded rods and multiple runs with split conduit clamp and slotted steel channel, super strut, Unistrut or equal. Conduit shall be supported independently of one another and suspended ceiling system.
- G. Slotted steel channel (strut) shall be installed with end caps.
- H. Threaded rods shall be terminated with a double nut and the rod trimmed flush with the last nut.
- I. Conduit sizes shown on Drawings are minimum.
- J. Installation of conduit on gray iron requires written approval from the project manager. Transitions to and from the gray iron shall be accomplished with liquid tight metallic flex conduit.
- K. Underground Conduit Stub Marker: Mark location of all underground conduit stubs. Provide capped conduit stake at end of stub with non-corrosive tag identifying source of stub. Set stake flush with final grade after Owner has been shown location. Extend all conduit stubs a minimum of 5'-0" beyond concrete footings, curbs or sidewalks, etc. Provide exact dimensions on record drawings for all stub locations. Cap ends of stubs.

### 2.3 RIGID STEEL CONDUIT

- A. Standard weight, mild steel pipe, heavy wall, with threaded fittings, zinc coated on both inside and outside by a hot dipping or sherardizing process. Conduit fittings finished to same requirements as for rigid steel conduit. All couplings, unions and fittings threaded type. Compression type fittings are not acceptable.
- B. Apply thread sealant to all joints except in permanently dry locations. Where installed below floor slab and in contact with fill material, or underground and in contact with earth or encased in concrete shall be double wrapped with Scotchwrap #50, Johns-Manville VID-10 or equal at double 1/2 lap (four net layers). Follow any specific instructions or methods shown on Drawings.
- C. Termination of conduits, wiring gutters or boxes shall be fitted with steel locknut and insulated metallic bushing or with two steel locknuts and insulating bushings. When grounding bushings are required, use insulated grounding bushing. Where conduit connections are exposed to weather or excessive moisture they shall be fitted with insulated watertight sealing hub i.e. Myers Hub.
- D. Cap underground conduit stubs.
- E. All cut ends of conduit shall be reamed to remove rough edges where conduit is threaded in the field; an electrical conduit thread cutting die with a taper shall be used.

### 2.4 ELECTRIC METALLIC TUBING (EMT)

- A. Shall be galvanized steel, thin wall. Maximum trade size to be used shall be 4". May not be used underground, under floor, exposed to weather, in concrete, or in any location subject to physical damage.
- B. Connectors shall be steel rain-tight compression type requiring the tightening of a nut, with insulated throat. Couplings shall be steel rain-tight compression type, requiring the tightening of a nut.

### 2.5 FLEXIBLE STEEL CONDUIT

- A. Shall be galvanized steel with minimum trade size of 1/2". In wet and corrosive locations, outside, or motor connections, shall be liquid-tight. May be used to connect recessed lighting fixtures or mechanical controls and equipment. Length shall be kept to a minimum but to allow for movement or removal of equipment. Leave slack in flex connection to maintain flexibility of conduit, minimum of 3' of flex & one (1) 90° bend.
- B. Connectors shall be bite-bite type with insulated throat Crouse-Hinds Series ACB or T & B Series 3110; connectors for liquid-tight shall be with insulated throat Crouse-Hinds Series LTC or T & B Series 5331 with sealing "O"-ring at outside of enclosure.

### 2.6 INTERMEDIATE METAL CONDUIT

- A. Lightweight rigid steel conduit, light wall, with threaded fittings. Conduit shall be zinc coated on both inside and outside by hot dipping or sherardizing process, use only threaded connections, coupling or fittings.
- B. Threaded conduit shall be interchangeable with standard rigid steel conduit fittings. Fitting shall be finished to same requirements as conduit. Bends and offsets less than 45 degrees permitted with the use of standard bending equipment. Bends and offsets 45 degrees and larger shall be provided with standard steel fitting and elbows.
- C. May not be used underground, under floor, in concrete slabs, in concrete walls, or in any hazardous locations.
- D. The number of conductors in a single conduit shall not exceed that permitted by the percentage fill specified in Table 1, Chapter 9, using the conduit dimensions of Table 4, Chapter 9, of the National Electrical Code.
- E. All cut ends of conduit shall be reamed to remove rough edges where conduit is threaded in the field; an electrical conduit thread cutting die with a taper shall be used.
- F. Termination of conduits in cabinets, wiring gutters or boxes shall be as called for under rigid steel conduit above.

2.7 CONDUCTORS

- A. All conductors shall be in raceways. Minimum size shall be #12 AWG except for control circuits, which may be #14 AWG minimum. Signal and control circuits other than mechanical shall be as indicated on Drawings or as required by equipment manufacturers.
- B. Color code all branch circuits and feeders as follows:

	<u>120/208 Volts</u>	<u>120/240 Volts, 1Φ</u>	<u>120/240 Volts, 3Φ</u>	<u>277/480 Volts</u>
Phase A	Black	Black	Black	Brown
Phase B	Red	Red	Orange*	Orange
Phase C	Blue		Blue	Yellow
Neutral	White	White	White	Gray
Ground	Green	Green	Green	Green

\* Marking shall comply with NEC 384-3, 215-8 & 230-56 to identify the "Stinger Leg" and its placement (Phase B) for Red Leg Delta system.

- C. Control conductors may be black or color other than shown above.
- D. Conductors in sizes up through #10 AWG shall have solid color finish as listed above. #8 AWG and larger shall be color coded by application of phase tape for minimum of 6" length on conductor. Coding shall occur at all terminations, pull boxes and splices.
- E. Color-coding shall be continuous and consistent throughout the work. Do not use different colors for switch legs, fixture taps, travelers, etc.
- F. Phasing: Terminals in panelboards, motor control centers, switchboards and other equipment shall be phased A, B, C, reading left to right or top to bottom looking into the front of the equipment.
- G. Circuit Identification: Each branch circuit, control and signal conductor shall be labeled with the circuit number or terminal number it is connected to. Use sleeve (tube) type markers. Conductors shall be labeled at each panelboard, switchboard, control center, terminal cabinet, pull box, and at each point of utilization such as fixtures, motors, speakers, etc. Labeling shall correspond to control diagrams where applicable.
- H. All insulation shall be 600V minimum except for low voltage fire alarm wiring. Fixture tap and branch circuit wiring within fixture wireways shall be Type THHN 90 degree C. Control wiring #14 and smaller shall be Type THHN/THWN or TFF Stranded. Insulation for bonding and grounding conductors shall be Type THWN except as noted on Drawings.

- I. All conductors, unless otherwise noted, shall be Type THHN/THWN. RHW-2 shall be used where shown. XHHW-2 shall be used in feeders run on the exterior of buildings or roof tops where exposure to direct sunlight occurs.
- J. Conductors #10 AWG and smaller shall be solid copper, 98% conductivity except for control conductors which shall be stranded. Conductors #8 AWG and larger shall be stranded copper, 98% conductivity.
- K. Splices: For conductors #10 and smaller, pre-insulated type connectors, 3M Scotchloks, T & B Piggys or equal, nylon self-insulated type. Splices #8 and larger use compression type connector, Burndy type YS long barrel, requiring the use of a 360 degree circumference compression type tool, then insulated with Scotchtape No. 88 or equal. Use Scotchfill or equal around large or irregular shape splices for insulation build-up and Scotchtape No. 88. Wire splicing devices shall be sized according to manufacturer's recommendations.
- L. Splices in underground pull boxes or in other areas subject to moisture shall be provided with cast resin kits and coldweld or compression type connections, Burndy type YS long barrel. Use Scotchluk sealing packs for wire size to #10 and Scotchcast kits for larger splices as recommended by 3M Company. All splices to be prepared as hereinbefore specified before resin kits are applied. Wire splicing devices shall be sized according to manufacturer's recommendations.
- M. Cable Ties: For wire training and clamping in cabinets and enclosures use nylon cable ties.
- N. Wire Pulling Lubricant: Mineralac "Pull-In" compound, Y-ER-EAS wire pulling lubricant, Poly-water, or other UL approved lubricant. Flax-soap is not approved.
- O. Swab conduits before installing cables, and exercise care in pulling to avoid damage or disarrangement of conductors, use approved grips.
- P. Terminating of #8 and larger conductors shall require the use of two (2) hole pad, long barrel copper compression terminals. A 360 degree circumference compression type tool shall be used.
- Q. Cable Identification: Non-ferrous identifying tags or pressure sensitive labels shall be securely fastened to all cables, feeders and power circuits in pull boxes. Tags or labels shall be stamped or printed to correspond with markings on drawings or marked so that feeder or cable may be readily identified.

## 2.8 BOXES

- A. Shall be of size and shape best suited for particular application, properly code sized for number of wires and conduits passing through or terminating therein, but in no case less than four inches square or octagon. Support boxes directly to structural members, framing or blocking by means of screws, anchors, bolts or embedded in masonry or concrete.
- B. Outlet boxes shall be one-piece pressed steel, sherardized or galvanized. Boxes shall be fitted with flush device covers and "Plaster Rings", or tile rings in masonry or concrete. Surface covers shall be used where exposed wiring is permissible. Lighting outlets shall be fitted with 3/8" malleable fixture stud. Boxes in damp or outdoor locations shall be malleable iron with threaded hubs, fitted with gasket and cast cover.
- C. Pull Boxes: Indoor pull boxes fabricated of code gauge steel, of size shown or as required, complete with screw covers, flush type in finished areas, surface type in unfinished areas, primed, and painted. See drawings for additional requirements.
- D. Pull boxes used outdoors or in damp locations fabricated of code gauge steel with rain-tight welded seams, conduit hubs on top or sides, screw covers with neoprene or korprene gaskets. Hardware non-ferrous metal or hot-dipped galvanized. Boxes located on roof, entire boxes painted two coats of rust-inhibiting aluminum paint, "Rustoleum" or equal. Boxes located on building walls or free standing; finish power paint color to match exterior building color. Building with new portable generator tap boxes, color to match building exterior finish.

## 2.9 FINISH MATERIAL

- A. Plates: Shall be nylon for flush wall devices, weatherproof series for damp and outdoor locations and zinc-plated steel for surface installation.

- B. Wall Switches: Heavy duty, quiet type, rated 20 amperes at 277 volts A.C., ivory color.

<u>Manufacturer</u>	<u>Single Pole</u>	<u>3-Way</u>
Pass & Seymour	20AC1	20AC3
Hubbell	1221	1223
Leviton	1221	1223

- C. Pilot Light: General Electric #GE4218-0 or #GE4219-0, Arrow Hart #1710-Red or #1722-Red, mounted alongside switch with common two gang plate.
- D. Receptacles: Rated 20 amperes at 125 volts, double sided contact, back side wired, Ivory color.

<u>Manufacturer</u>	<u>Duplex 3-Wire Grounding</u>
Pass & Seymour	5362
Hubbell	5352
Leviton	5362

- E. Refer to drawings for special outlets.

## 2.10 DISCONNECT SWITCHES

- A. Safety switches: Cutler-Hammer or General Electric furnished with enclosure suitable for application. Unless otherwise noted, shall be fused, heavy duty for 208V and heavy duty for 480V. Access doors shall be interlocked with the operating handle. For 120V equipment horsepower rated toggle switches.
1. Disconnect switch and fuse blocks shall bear manufacturer's labels and NRTL listing labels. They shall not be self-certified by the manufacturer.
  2. A disconnect fuse switch shall be listed by a NRTL providing the required arc flash protection. The removal of a fuse from a Fuse block does not constitute a listed disconnect.
- B. Provide auxiliary contacts for disconnect switches where required.
1. Provide auxiliary contacts for all disconnect switches fed from a variable frequency drive or adjustable frequency drive. The auxiliary switch shall be arranged to operate before the main switch contacts and shall be connected to the VFD controls to shut down the VFD before the switch opens. Provide 1/2" C, 2#12 between disconnect unit and VFD unit.

## 2.11 FIRESTOPPING

- A. Fire stopping shall be: As manufactured by Hilti Construction Chemicals, Inc. or Equal

## 2.12 FUSES

- A. Current limiting non-renewal rejection type, Buss or Gould Shawmut fuses as indicated on Drawings. Provide 100 percent spare fuses, for each size and class of fuse to Owner.

## 2.13 LIGHTING FIXTURES AND LAMPS

- A. Shall be as shown on Drawings and Fixture Schedule. Install with lamps, frames, lens, hangers, supports, etc., complete. Check drawing for fixture mounting details showing additional or special installation requirements. Fixtures shall be clean at final acceptance.
- B. Fluorescent fixtures shall be equipped with ballast having internally mounted automatic reset thermal protectors listed by UL as Class P, CBM approved, sound rated A, unless of a type not available as Class P, with silver plated sockets. Refer to Fixture Schedule for special ballast requirements.
- C. Fixtures shall be lamped with Philips, General Electric or Sylvania lamps. Fluorescent lamps shall be of the same manufacture throughout the job.
- D. Fluorescent fixtures, with exposed lamps, shall be fitted with lamp holders, two per lamp. Each fixture shall be ground bonded by connection to equipment bonding conductor when provided or to outlet box.

- E. Substitutions of LED fixtures shall require samples submitted to the Engineer along with photometric and thermal response test reports.
- F. Ballast voltage shall be verified with branch circuiting requirements, shown on Drawings.
- G. Accessories such as straps, mounting plates, nipples or brackets shall be provided for proper installation.

#### 2.14 LIGHTING CONTROLS, CONTACTORS, RELAYS, TIME SWITCHES, PHOTOCELLS, ETC.

- A. Shall be as shown on Drawings.

#### 2.15 PANELBOARDS

- A. Arrangement as indicated on Drawings is based on existing panelboards. Panel class, size, breaker ratings, etc. shall be as shown on Drawings.
- B. Multiple pole circuit breakers shall have internal common trip connections. All breakers shall be bolt-on to the bus type, with a minimum symmetrical amp rating of 22,000 RMS unless noted otherwise in the drawings. All breakers shall be listed for termination of copper, insulated at 75°C temperature rating or higher. All breaker lugs shall be copper. Breakers shall be fully rated for the symmetrical amp rating listed unless specified otherwise.
- C. Panel schedules shall be updated with one that is type written. Provide a plastic cover for the new schedule.
- D. Conduits shall enter cabinet through neat hole and perpendicular to entrance face.

#### 2.16 TERMINAL CABINETS

- A. Shall be of panelboard type construction and finish with hinged door and flush lock. Door shall provide maximum size opening to box interior. Provide with 5/8" plywood backboard, finished with two coats insulating varnish finish.
- B. Top of cabinet shall be mounted at +6"-6" above finished floor. Provide minimum of three 3/4" empty conduits from all recessed cabinets, etc., to accessible space above ceiling. Drawings may require additional conduit stubs.
- C. Provide with KU series terminal blocks.
- D. Cabinets shall be provided with suitable barriers to isolated devices in accordance with Codes.
- E. Backboards for telephone punch down blocks, TLS fuel monitors, engine annunciator panels, etc. shall be 3/4" with fire retardant listing and painted white.

### PART 3 EXECUTION

#### 3.1 COOPERATION

- A. Coordinate work with that of all contractors and vendors on the job for an efficient and effective completion of the project. Refer to the contract documents of other trades for construction details.

#### 3.2 WORKING SPACE

- A. Adequate working space shall be provided around electrical equipment in strict compliance with the Electrical Safety Orders. In general provide six and one-half feet (6'-6") of headroom and thirty-six inches (36") minimum clear workspace in front of panelboards and controls for 120/208 volt equipment, and forty two inches (42") for 277/480 volt equipment.

#### 3.3 FLASHING AND SEALING

- A. Flash and counter-flash roof and wall penetrations with lead flashing and cast iron counter-flashing as approved by the Engineer. Conduits, ducts, etc., passing through finished walls shall be fitted with

steel escutcheon plates, chrome or paint finish as directed. Conduits, which penetrate, floor slabs and concrete or masonry walls shall be grouted and sealed watertight at penetration.

#### 3.4 FIRESTOPPING AND FIRE RATED PENETRATION

- A. Maintain fire rating of all fire rated walls, ceilings, floors, roof, etc. Use UL listed Hilti Construction Chemicals, Inc product, suitable for the application. Installation shall also maintain watertight integrity through all penetrations where water may be present. Install in accordance with manufacturer's recommendations and within UL Listing installation requirements.

#### 3.5 EXCAVATION AND BACKFILL

- A. Perform excavation and backfill required for electrical installation. Restore all surfaces, roadways, walks, curbs, walls, existing underground installations to original condition in an acceptable manner.
- B. Install utility locator tape in all trenches.
- C. Excavation: Dig trenches straight and true to line and grade with bottom smooth of any rock points. Support conduit for entire length of undisturbed original finished or natural grade (unless noted otherwise).
  - 1. Backfill: Backfill shall be tamped in six inch (6") layers, with rock free sand to 6" cover above the conduit then Class #2 Road Base to finish grade as directed by settlement. Backfill under floor slabs on grade shall conform to applicable requirements of other sections of the Specifications.

#### 3.6 EQUIPMENT IDENTIFICATION

- A. Nameplates shall be installed on electrical equipment, including switchboards, switchboard circuit breakers, panelboards, disconnect switches, time switches, contactors, motor starters, pullboxes, cable tap boxes, etc., and wall switches for lighting or other devices where the control function is not self-evident.
- B. Nameplate shall adequately describe the item and its function, or use of the particular equipment involved including:
  - 1. Power source immediately upstream
  - 2. Rating of the serving feeder
- C. Nameplate material shall be laminated phenolic plastic, black front and back with white core, engraved and fastened with cadmium plated steel self-tapping screws, or brass bolts.
- D. Installed switchboards shall include a label noting "Installed By:", the name of the Installing Electrical Contractor, Telephone Number, and the Date of Installation.

#### 3.7 GROUNDING AND BONDING

- A. Provide grounding and bonding for all electrical equipment in accordance with the applicable codes, rules and regulations. Permanently and effectively ground all raceway systems, supports, cabinets, panels, motor frames, lighting fixtures, grounding type receptacles and utilization apparatus. Obtain good contact between conduit, tubing and fittings, cabinets, outlet boxes, and equipment.
- B. Provide bonding conductor in all branch circuit and feeder conduits. Bonding conductors shall be properly bonded to equipment at each end.

#### 3.8 EQUIPMENT MOUNTING AND SUPPORTS

- A. Equipment, straps, boxes, etc., when anchored to masonry and concrete surfaces, shall be anchored with wedge type anchors, Hilti Kwik Bolt TZ.
- B. Runs of conduit, raceway, and wireway shall be supported at intervals not to exceed five (5) feet on center.

3.9 FIELD QUALITY CONTROL

- A. Test all wiring and connections for continuity and grounds before any fixtures or equipment are connected and where such tests indicate faulty insulation or other defects, they shall be located, repaired and tested again at the Contractor's expense. Electrical loads shall be balanced at the panelboards and motors shall be checked for correct rotation.
- B. Contractor will perform the following applicable tests for the equipment specified in the drawings unless noted otherwise:
  - 1. MOLDED CASE CIRCUIT BREAKERS
    - a. Items Inspected:
      - 1) Proper mounting and alignment
      - 2) Proper conductor type and size
      - 3) Proper feeder designation
      - 4) Smooth operation
      - 5) Defects
    - b. All line, load, control and mounting connections torqued to proper values. In the absence of manufactures torque values refer to Table 1 herein this specification.
  - 2. INSULATION RESISTANCE TEST SPECIFICATIONS – Cables – Low voltage to 600 volts maximum.
    - a. Visual and Mechanical Inspection
      - 1) Inspect cables for physical damage and proper connection in accordance with single line diagram.
      - 2) Test cable mechanical connections to manufacturer's recommended values with a calibrated torque wrench. In absence of manufacturer's data use Table 1.
      - 3) Check cable color-coding with applicable engineer's specifications and National Electrical Code standards.
    - b. Electrical Tests
      - 1) Perform insulation resistance test on each conductor including neutral with respect to ground and adjacent conductors before connecting to equipment. Applied potential to be 1000 volts dc for one (1) minute withstand test, per NETA ATS-1987.
      - 2) Perform continuity test on all power equipment branch and feeder circuit conductors. Verify proper cable connection and phasing.
    - c. Test Values
      - 1) Minimum insulation resistance values shall be not less than 50 megohms.

**Table 1**

U.S. Standard  
Bolt Torques for Bus Connections

Heat Treated Steel – Cadmium or Zinc Plated

GRADE	SAE 1 & 2	SAE 5	SAE 6	SAE 8
Minimum Tensile (P.S.I.)	64K	105K	133K	150K
Bolt Diameter	Torque (Foot Pounds)			
1/4	4.0	5.6	8.0	8.4
5/16	7.2	11.2	15.2	17.6
3/8	12.0	20.0	27.2	29.6
7/16	19.2	32.0	44.0	48.0
1/2	29.6	48.0	68.0	73.6
9/16	42.4	70.4	96.0	105.6
5/8	59.2	96.0	133.6	144.0
3/4	96.0	160.0	224.0	236.8
7/8	152.0	241.6	352.0	378.4
1.	225.6	372.8	528.0	571.2

### 3.10 SALVAGE MATERIAL AND EQUIPMENT

- A. Where remodel or demolition work is to be accomplished under this Contract, all removed materials and equipment, which in the opinion of the Owner is salvable, shall remain the property of the Owner. Such salvaged materials and equipment shall be delivered to Owner on premises as directed and shall be neatly piled or stored and protected from damage.
- B. All materials considered as scrap and not salvageable shall be removed from premises and disposed of by Contractor.

### 3.11 DEMOLITION

- A. When devices are removed that are located midway in a circuit maintain continuity of the circuit and accessibility of any junction boxes.
- B. When the scope of work requires the removal of electrical equipment all associated conduit, conductors, boxes, hangers, anchors, etc. shall be removed in their entirety. All openings shall be patched and sealed to match the adjacent construction and finish including the replacement of floor tiles.
- C. Damaged floor and ceiling tiles shall be replaced.

END OF SECTION

APPENDIX J

**GUARANTEED MAXIMUM PRICE AND FEE**

1. **Guaranteed Maximum Price.** The **Guaranteed Maximum Price** as of the date of execution of the Contract is **WRITTEN AMOUNT** (\$ 1,300,000 ). The GMP is comprised of the following.

<b>Professional Services:</b>	<u>\$ 19,790</u>
<b>Professional Services Contingency<sup>1</sup>:</b>	<u>\$ 990</u>
<b>Construction:</b>	<u>\$ 1,000,941</u>
<b>Bonds:</b>	<u>\$ 8,279</u>
<b>Insurance:</b>	<u>\$ 14,094</u>
<b>Construction Contingency<sup>1</sup>:</b>	<u>\$ 255,906</u>
<b>TOTAL</b>	<u>\$ 1,300,000</u>

**Notes:**

1. Contingency funds are owned and controlled by the City of Sacramento. Only the City has the authority to allocate use of contingency funds (Exhibit G, Section 1.4.13).