

Meeting Date: 9/15/2015

Report Type: Consent

Report ID: 2015-00735

Title: Contract: Mama Marks Park Restroom Project (L19196100)

Location: 1140 Roanoke Avenue, District 2

Recommendation: Pass a Motion 1) approving the construction plans and specifications; 2) awarding a construction contract to Buskirk Construction, the lowest responsive and responsible bidder, in an amount not to exceed \$106,000 for the Mama Marks Park Restroom Project; and 3) authorizing the City Manager or the City Manager's designee to execute the contract specified above.

Contact: Jeff Blanton, Senior Architect, (916) 808-8423; Jon Blank, Facilities Manager (916) 808-7914, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Architecture & Engineering

Dept ID: 15004541

Attachments:

1-Description/Analysis

2-Agreement

3-Agreement plans & specs part 1

4-Agreement plans & specs part 2

City Attorney Review

Approved as to Form

Sari Myers Dierking

9/9/2015 12:24:01 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 8/26/2015 9:52:56 AM

Description/Analysis

Issue Detail: The Mama Marks restroom was built over 40 years ago and is in need of restoration and Americans with Disabilities Act (ADA) upgrades. A formal bid process was completed on July 29, 2015 and Buskirk Construction was determined to be the lowest responsive and responsible bidder.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.60.

Economic Impacts: The recommended contract is expected to create 0.4 jobs (0.2 direct jobs and 0.2 jobs through indirect and induced activities) and create \$65,448 in total economic output (\$41,252 of direct output and another \$24,196 of output in indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations:

California Environmental Quality Act: No environmental review is necessary because the recommendation in this report involves the repair of an existing structure with no expansion beyond the previously existing level of use and is therefore considered to be an exempt project or activity in accordance with Section 15301 of the CEQA Guidelines.

Sustainability Considerations: Replacing the existing toilets that use 3.0 gallons per flush with more water efficient fixtures using less than 1.28 gallons per flush meets the California Green Building Standards Code and will reduce the overall water consumption, thus helping meet the City's water conservation goal.

Commission/Committee Action: None

Rationale for Recommendation: On July 13, 2015 the Department of Public Works issued Invitation for Bid (IFB) No. B15013541005 for a construction contract for the Mama Marks restroom project. Two bids were received and Buskirk Construction was determined to be the lowest responsive and responsible bidder. Staff's estimated construction cost was \$125,000. Work is anticipated to begin on site in October 2015 with completion in December 2015.

The results of IFB No. B15013541005 are listed in the table below.

CONTRACTOR	Bid Amount	LBE %
AMERICAN CONSTRUCTION ENGINEERS	\$158,525	5.4
BUSKIRK CONSTRUCTION	\$106,000	6.9

Financial Considerations: The Mama Marks Park Restroom Project (L19196100) is funded with State of California Proposition 1C grant funds. The grant requires a match of City funds in the amount

of \$40,000. Sufficient funding is available in the project for both the grant match (General Fund, Fund 1001) and to award the construction contract to Buskirk Construction in an amount not to exceed \$106,000 (Other Capital Grant Funds, Fund 3704).

Local Business Enterprise (LBE): Buskirk Construction is an LBE.



Requires Council Approval: No YES Meeting: 9-15-15

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Public Project, PO Type: Formal Bid-Construction, Attachment: Original No., Original Doc Number, \$ Not to Exceed: \$ 106,000.00, Other Party: BUSKIRK CONSTRUCTION, INC., Certified Copies of Document, Project Name: MAMA MARKS PARK RESTROOM RENOVATION REBID, Deed: None/Included/Separate, Project Number: L19196100, Bid Transaction #: B15013541005, LBE: 5%

Department Information

Department: PUBLIC WORKS Division: A&E
Project Mgr: JEFF BLANTON Supervisor:
Contract Services: Tim Hopper Date: 7-9-15 Division Mgr: Jon Blank
PM Phone Number: 808-8423 Org Number: 15004541

Comment:

Review and Signature Routing

Table with columns: Department, Signature/Initial, Date. Rows for Project Mgr, Contract Services, Supervisor, Division Manager.

Table with columns: City Attorney, Signature or Initial, Date. Row for City Attorney: Sari Myers-Dierking.

Call Tim Hopper x8173 Notify for Pick Up

Table with columns: Authorization, Signature, Date. Row for JERRY WAY, Department Director.

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

For City Clerk Processing Finalized: Initial: Date: Imaged: Initial: Date: Received: (City Clerk Stamp Here)

B16014541002

**CONTRACT SPECIFICATIONS
FOR
MAMA MARKS PARK RESTROOM RENOVATION REBID
(L19196100)**

Plans Attached

For Pre-Bid Information Call:
Jeff Blanton, Project Manager
(916) 808-8423

Bids to be received before
2:00 PM, Wednesday,
JULY 29, 2015
New City Hall
Clerk's Public Counter
915 I Street, **5th Floor**
Sacramento, CA 95814

Estimated Construction Cost: \$125,000.00

Construction Time: SIXTY (60) CALENDAR DAYS

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at: <http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm>

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**City of Sacramento
Formal Bid / Proposal Delivery Options**

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk’s Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

Effective April 17, 2009, the City of Sacramento’s receiving hours are 8am to Noon Monday through Friday. If sending bids via Option 2 - Expedited Services, the bid must be delivered prior to noon or it will not be delivered until the following business day. The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	United States Postal Service (USPS) - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk’s Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95812-2391
2.	Expedited Services – <u>Receiving Hours are 8am to Noon Monday through Friday</u> - FedEx - UPS - DHL	Sacramento City Clerk’s Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95814-2604
3.	Personal Delivery - Hand Delivery - Courier	Sacramento City Clerk’s Office <i>Public Counter, New City Hall</i> <i>915 I Street, 5th Floor</i> Sacramento, CA 95814

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854]

FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;
 - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (*Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.*)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - This requirement will be phased in as follows:
 - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
 - Will apply to any new projects awarded on or after April 1, 2015
 - May apply to other projects as determined by Labor Commissioner
 - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
 - The Labor Commissioner may make exception to this requirement for
 - Projects covered by qualifying project labor agreement
 - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
 - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the **City Clerk's Public Counter, New City Hall, 5th Floor**, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM** on **JULY 29, 2015** and will be opened as soon thereafter as business allows, in the Council Chambers, City Hall for:

MAMA MARKS PARK RESTROOM RENOVATION REBID (L19196100)

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders. The City reserves the right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for:

MAMA MARKS PARK RESTROOM RENOVATION REBID (L19196100)

You can view and download the plans and Contract Documents from:

PLANET BIDS

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#>

The contractor and all subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk and available to any interested party on request. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any construction project of \$25,000 or less, or an alteration, demolition, repair, and maintenance project of \$15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007.** The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal is via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor is given a Log On identification and password to access the City of Sacramento's reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not

be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

This contract also is subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations.

The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices. Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this invitation to bid shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing. The term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 5th Floor, Sacramento, CA 95814.

**CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC
WORKS PROJECTS**

See following links: www.dir.ca.gov and/or www.leginfo.ca.gov

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REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (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 \$100,000.00. 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 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."

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Buskirk Construction Inc. dba Buskirk Building Solutions

Name of Contractor

951 Washington Blvd. Ste 515 Roseville, CA 95678

Address

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

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") 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, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. 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.

4. 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.

5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), 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.
6. 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.
7. 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 Ordinance 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.

8. 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 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

7/29/15

Date

Dennis Buskirk Jr.

Print Name

CEO

Title



**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 . . .

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

If you feel you have been discriminated against by 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 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.

B16014541002

BID PROPOSAL FORMS

PLEASE REMOVE AND
COMPLETE
THE FOLLOWING DOCUMENTS
AND
SUBMIT AS
THE BID PROPOSAL
PACKAGE

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

MAMA MARKS PARK RESTROOM RENOVATION (L19196100)

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the office of the City Clerk, for the following BID ITEMS:

- A.) Lump Sum Items - Cost of permitting, constructing, mobilization, demobilization, overhead, insurance and other appropriate costs for the installation of work identified on the attached drawings and specifications with Contractor supplied equipment and appurtenances as shown on the contract documents for the lump sum of:

TOTAL BID AMOUNT:

one hundred six thousand dollars ⁰⁰/₁₀₀ Dollars (\$ 106,000).

DETERMINATION OF LOW BIDDER

SPECIAL CONDITION: THE DETERMINATION OF THE LOW BIDDER WILL BE BASED ON THE BASE BID AND ALL ADDITIVE ALTERNATES, IF ANY. HOWEVER, THE CONTRACT AWARD MAY NOT INCLUDE ALL OF THE ADDITIVE ALTERNATIVES. THE CITY RESERVES THE RIGHT TO SELECT WHICH ADDITIVE ALTERNATIVES, IF ANY, TO INCLUDE IN THE CONTRACT AWARD IN ADDITION TO THE BASE BID WORK.

FOR THIS PROJECT:

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

If awarded the Agreement, the undersigned agrees to sign said Agreement and furnish the necessary surety bonds and insurance certificates within ten (10) days after receipt of the notice of award of

Project to be completed in Sixty (60) CALENDAR days.

Agreement, and to begin work within fifteen (15) days after receipt of the Notice to Proceed by the City.

h:\documents\contract mgmt\mama marks\contract docs_planet bids\11-bid proposal.docx

It is understood that this Bid Proposal is based upon completion of the Work within the time set forth in the schedule section for each library location.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Enclosed is Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10 %) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. # 1 DATE 6/30/15



Add. # _____ DATE _____

Add. # _____ DATE _____

Add. # _____ DATE _____

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

Corporation

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

(\$ Bid Bond of 10% enclosed) not less than ten percent (10%) of amount Bid Proposal

FOR CITY USE ONLY

BID BOND SECURITY

- Properly Signed
- Improperly Signed
- Not Included
- Not Required

TYPE OF DEPOSIT

- Bid Bond
- Cashier/Certified Check
- Other _____

Initial: DB

CONTRACTOR:

By 
(Signature)

Title Dennis Buskirk Jr., CEO

Firm Buskirk Construction, Inc. dba Buskirk Building Solutions

Address 951 Washington Blvd. Ste 515 Roseville, CA 95678

Telephone No. 916-242-8353

Email: dbuskirk@buskirkbuildingsolutions.com

Date 7/29/15

Contractor's License No. 979434 Type B Expiration Date 3/17/2017

Tax I.D. Nos. - Fed. 46-1217589 State California

City of Sacramento Business Operation Tax Certificate No. NA
(Certificate Number will be received when building permit is issued)

For any person or entity who submits a Bid Proposal, all such information shall be submitted under penalty of perjury.

PLEASE PRINT CLEARLY AS BID RESULTS WILL BE SENT VIA EMAIL

LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

YES - the firm submitting the bid is qualified as a local business enterprise.

NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

**LOCAL BUSINESS ENTERPRISE (LBE)
PARTICIPATION REQUIREMENTS**
(City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a **minimum 5% participation level for LBEs on this contract.** Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Bidders shall submit proof to the City demonstrating that the business and each subcontractor, trucker, material supplier, or other business entity listed on the forms submitted are in compliance with all applicable laws relating to licensing and are not delinquent in payment of any City of Sacramento or County of Sacramento taxes, permits, or fees. Failure to submit the required LBE information may be grounds for finding the bid non-responsive.

II. LBE QUALIFICATION

- A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Proof of legitimate business presence in the city or unincorporated county of Sacramento shall include:
 - 1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
 - 2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

- C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.
- D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

- A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed or supplies to be furnished by certified LBEs designated in the bidder's Subcontractor and LBE Participation Verification Form, relative to the total dollar amount of the bid.
- B. Participation Credit: To receive credit for participation:(1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials, equipment, or supplies that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.
- C. Suppliers: Credit for an LBE supplier of materials, equipment, or supplies is counted as one hundred (100) percent of the amount paid to the supplier for the material, equipment, or supplies. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
- D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.
 - Truckers: Credit for an LBE trucker is counted as one hundred (100) percent of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials, equipment, or supplies being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

- A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid each LBE subcontractor or supplier.

Not later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may

be required by City, to determine compliance with any provision of the LBE program or these specifications.

- B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials, equipment, and supplies for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material, equipment, or supplies from other sources. Reasons for requesting such authorization would include:
1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.
 2. The listed LBE becomes bankrupt or insolvent.
 3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.
 4. The work performed or the materials/equipment/supplies provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.
 5. It would be in the best interest of the City.
- C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.
- D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject LBE(s) were listed to perform/provide in the Contractor's bid, and shall be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.
- E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five (5) working days after receiving such notice, provide a written request to City for a hearing to contest the proposed deduction. Upon receipt of a timely written

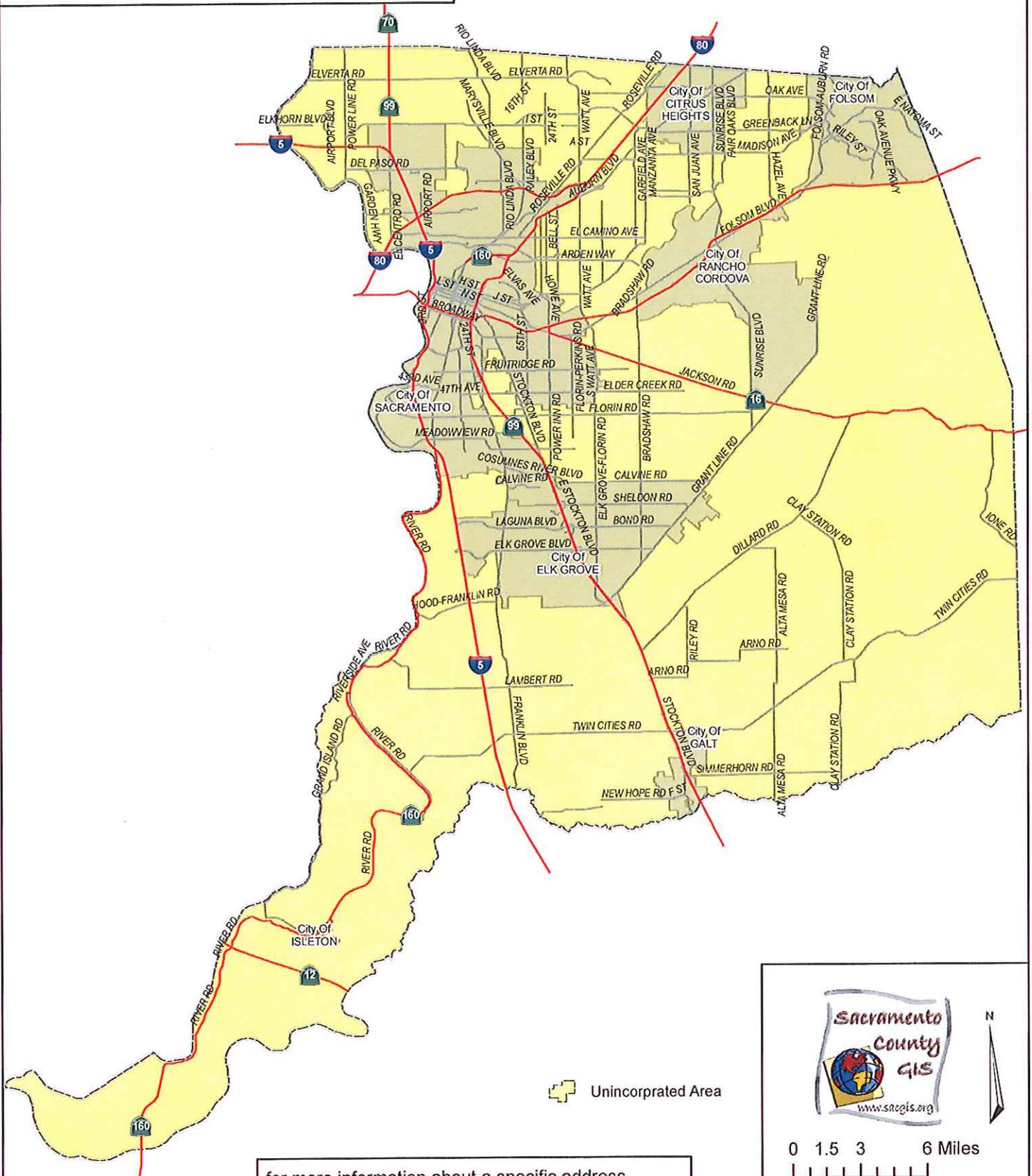
request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by telecopy, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by telecopy shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

V. DEFINITIONS

- A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.
- B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.
- C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.
- D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.
- E. Proposal: Any response to a City solicitation for Proposals or Qualifications.
- F. Bid: Any response to a City solicitation for bids.

UNINCORPORATED AREAS



for more information about a specific address
 visit our Assessor Parcel Viewer at www.sacgis.org

Sacramento County GIS
www.sacgis.org

0 1.5 3 6 Miles

Doc Date: December, 2010

KNOW ALL MEN BY THESE PRESENTS,

That we, Buskirk Construction Inc. dba Buskirk Building Solutions

as Principal, and Indemnity Company of California

a corporation duly organized under the laws of the State of California and duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH

That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened at the Department of City Clerk, City of Sacramento, located at **915 I Street, Historic City Hall, 2nd Floor Hearing Room, Sacramento, CA 95814** up to the hour of 2:00 p.m. on **JULY 29, 2015** for the Work specifically described as follows:

**MAMA MARKS PARK RESTROOM RENOVATION REBID
L19196100)**

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this 28th
day of July 2015.

Buskirk Construction Inc. dba Buskirk
Building Solutions
By [Signature] (Contractor) (Seal)
Title CEO

Indemnity Company of California
(Surety) (Seal)
By [Signature]
Title Monica A. Hutchison, Attorney-in-Fact
Agent Name and Address Warren G. Bender Co.
516 Gibson Drive, Suite 240, Roseville, CA 95678
Agent Phone # (916) 380-5325
Surety Phone # (916) 924-9112
California License # 0406967

ORIGINAL APPROVED AS TO FORM:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Sacramento



On July 28, 2015 before me, J. A. Shiroma, Notary Public, personally appeared
Date Here Insert Name and Title of the officer

Monica A. Hutchison
Name(s) of Signer(s)

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: J. A. Shiroma
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document:

Title of Type of Document: _____

Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer--Title(s): _____

Corporate Officer--Title(s): _____

Partner- Limited General

Partner- Limited General

Individual Attorney in fact

Individual Attorney in fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
P.O. Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Edward D. Johnson, Stephen D. Bender, Monica A. Hutchison, Todd J. Sorensen, Julie A. Shlroma, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice-President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship, and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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: *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 28th day of July, 2015

By: *Cassie J. Morrisford*
Cassie J. Morrisford, Assistant Secretary

ACKNOWLEDGMENT

State of California

County of Yuba)

On July 29, 2015 before me, Jenny Buskirk, Notary Public personally appeared Dennis Buskirk, Jr., 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)

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

NOTICE: For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. **Classification & Expiration Date(s) of California Contractor's License Number(s) held by firm:**
CSLB No 979434 Class B Expires 3/31/17

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?
 Yes No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?
 Yes No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?
 Yes No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?
 Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

6. Answer either subsection A or B, as applicable:

A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

Yes No Not applicable

OR

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

Yes No Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

Yes No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

Yes No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: $(N/EH) \times 200,000$, where

N = number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)
EH = total hours worked by all employees during the calendar year
200,000 = base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)

Yes No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of \$100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

Yes No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of \$50,000 or more?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

Yes No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

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

Signed at 951 Washington Blvd. Ste 515 Roseville, CA 95678, on 7/29/15.
(Location) (Date)

Signature: 

Print name: Dennis Buskirk Jr.

Title: CEO

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

Green Contracting Survey (Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Please Submit To:

Kristian Damkier, P.E.
 Sacramento Metropolitan AQMD
 777 12th St, 3rd Floor
 Sacramento, CA 95814-1908

- Instructions:
- a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
 - b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
 - c) Electronic version available at <http://www.airquality.org/ceqa/index.shtml>
 - d) For additional questions, please call (916) 874-4892

#	VIN	License Plate	Vehicle Information			Engine Information			Annual Usage (miles)	Received Funding	
			Make	Model	Year	Make	Model	Year			HP
(ex)	1XP5AAC35RG339402	1T45678	Kenworth	T-300	2002	Cummins	ISB	2002	250	35,000	No

City of SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
For Public Projects over \$100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL.

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name	Buskirk Construction Inc. dba Buskirk Building Solutions
Prime Contractor Address	951 Washington Blvd. Ste 515 Roseville, CA 95678
(REQUIRED) Prime Contractor DIR Registration #	1000004717

Date	7/29/15
Bid Amount	\$ 106,000
IS Prime LBE?	<input checked="" type="radio"/> Yes <input type="radio"/> No

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Capital Hardware		<input checked="" type="radio"/> Yes	Doors and Hardware	\$ 2500
Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number		<input checked="" type="radio"/> No	Plumbing	\$ 4000
Address		<input type="radio"/> Yes		
City, State, Zip		<input checked="" type="radio"/> No		
Contact Person				
Phone				
Business Name	Ferguson Plumbing Supply		Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
License Number				
Address				
City, State, Zip				
Contact Person				
Phone				

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

Signature	Title CEO
Date 7/29/15	

City of SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
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Prime Contractor Address	951 Washington Blvd. Ste 515 Roseville, CA 95678	
(REQUIRED) Prime Contractor DIR Registration #	1000004717	

Date	7/29/15
Bid Amount	\$ 126,000
Is Prime LBE?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Business Name	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Soldate Sheet Metal License Number: 930646 Address: Roseville, CA City, State, Zip: Roseville, CA Contact Person: [blank] Phone: [blank]	1000005986	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	metal roofing	\$ 16000
Gray Electric License Number: 585679 Address: Grass Valley, CA City, State, Zip: Grass Valley, CA Contact Person: [blank] Phone: [blank]	1000003375	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	electric	\$ 2900
Blasor Building Products License Number: 619412 Address: Grass Valley, CA City, State, Zip: Grass Valley, CA Contact Person: [blank] Phone: [blank]	1000006374	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Accessories and signage	\$ 800

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY
 I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

	Title CEO
Signature	Date 7/29/15

City of SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
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Prime Contractor Address	951 Washington Blvd. Ste 515 Roseville, CA 95678		
(REQUIRED) Prime Contractor DIR Registration #	1000004717		
Date	7/29/15	Bid Amount	\$ 106,000
Is Prime LBE?	Yes		<input type="radio"/> NO

Business Name	License Number	Address	City, State, Zip	Contact Person	Phone	Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Marison Concrete cutting	764041	33522 Pouty Rd	Woodland, CA			1000002611	Yes	Belms	\$ 3500.00
ME Concrete Construction	967098					1000010101	Yes	concrete	\$ 3500.00
Shingle Springs, CA							<input checked="" type="radio"/> NO		
James L Harris painting	745726					1000004508	Yes	Painting	\$ 8800.00
Address									
City, State, Zip									
Contact Person									
Phone									

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY
 I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

Signature: 

Title CEO

Date 7/29/15

B16014541002

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over \$25,000)

THIS AGREEMENT, dated for identification _____, 2015, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **BUSKIRK CONSTRUCTION, INC., 951 WASHINGTON BLVD., SUITE 515, ROSEVILLE, CA 95678** "Contractor") in the amount of: **ONE HUNDRED SIX THOUSAND DOLLARS AND NO CENTS (\$106,000.00).**

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

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 Agreement:

- The Notice to Contractors
- The Proposal Form submitted by the Contractor
- The Instructions to Bidders
- The Local Business Enterprise (LBE) Requirements
- The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
- The City's Reference Guide for Construction Contracts
- The Addenda, if any
- This Agreement
- The Standard Specifications
- The Special Provisions
- The Plans and Technical Specifications
- The drawings and other data and all developments thereof prepared by City pursuant to the Contract
- Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

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. 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.

2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Contract Documents entitled:

**MAMA MARKS PARK RESTROOM RENOVATION REBID
(L19196100)**

including the Work called for in the following alternative bid items described in the Proposal Form: NO ADDITIVE ALTERNATE

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

(A) For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and

(B) For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

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

(A) On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due,

subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

(B) No inaccuracy or error in said monthly estimates shall operate to release Contractor 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.

(C) Contractor shall not be paid for any defective or improper Work.

(D) 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 released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor 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 Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor 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.

(E) 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 a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

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 Contractor, 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 Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phrase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed

is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before SIXTY (60) 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 Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor 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.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that 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 Contractor 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 Contractor'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.

12. 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 Contractor of any obligations under this Contract.

13. 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.

14. 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, Contractor 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 final acceptance of the entire Work by the City. Contractor 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.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) 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 Contractor 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 Contractor 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 Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. 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, Contractor 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 Contractor'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 Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

(B) Contractor 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 **\$410.00 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 Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor 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.

(C) In the event Contractor 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 Contractor until the liability of Contractor 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 Contractor only after discharge in full of all liability incurred by Contractor 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 Contractor, Contractor 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.

16. INDEMNITY AND HOLD HARMLESS

(A) Contractor 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 Contractor, 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 Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

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

18. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor 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 Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

19. INSURANCE

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

Full compensation for all premiums that Contractor 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 Contractor's insurance premiums.

It is understood and agreed by the Contractor 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 Contractor.

(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 Contractor.

(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.

(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 Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. 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 19 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. The certificates and endorsements shall be forwarded to the City representative designated by City. 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.

(2) The City may withdraw its offer of contract or cancel the Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

(F) Subcontractors

Contractor 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.

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor 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 Contractor, 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 therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor 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 Contractor 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 Contractor 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.

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, 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; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor 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 Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) 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 Contractor'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 Contractor, 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 Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor 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 Contractor 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 Contractor 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.

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor 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 Contractor 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 Contractor to claim damages for such delay.

25. 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 Contractor 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.

26. 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 Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor 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, Contractor 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 Contractor 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 Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, 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 Contractor 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.

Contractor 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. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor 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.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor 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 Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor 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 Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor 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 Contractor, 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 Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor'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 in Section 28 above.

30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

(A) The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor'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 Contractor's payment bond shall be fully responsible for the performance of all of the Contractor'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.

31. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor 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.

32. USE TAX REQUIREMENTS

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

(A) Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor 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, Contractor 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. Contractor 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

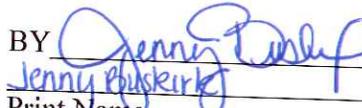
CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE 8/11/2015

BY 

Print Name Dennis Buskirk
Title CEO

BY 

Print Name Jenny Buskirk
Title CEO

Federal ID# 46-1217589

State ID# _____

1022553

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: _____
City Manager

Original Approved As To Form:



City Attorney

Attest:

City Clerk

**CITY OF SACRAMENTO
PERFORMANCE BOND**

Bond No.: 704282P

Premium: \$2,650.00 Premium is for contract term
Page 1 of 1 and is subject to adjustment based on final
contract price.

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded
to: **BUSKIRK CONSTRUCTION, INC., 951 WASHINGTON BLVD., SUITE 515,
ROSEVILLE, CA 95678:**

as principal, hereinafter called Contractor, a contract for construction of:

**MAMA MARKS PARK RESTROOM RENOVATION REBID
(L19196100)**

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*):
Indemnity Company of California, 1750 Howe Ave. #630, Sacramento, CA 95825,

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 HUNDRED SIX THOUSAND DOLLARS AND NO CENTS (\$106,000.00), 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 August 6, 2015. To be effective September 15, 2015

Buskirk Construction, Inc. dba Buskirk Building Solutions

By: [Signature] (Contractor) (Seal)
Title: CEO

Indemnity Company of California
(Surety) (Seal)

By: [Signature]
Title: Julie A. Shiroma, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

[Signature]
City Attorney

Agent name & Address Warren G. Bender Co.
516 Gibson Dr., Ste. 240, Roseville, CA 95678
Agent Phone # 916-380-3500
Surety Phone # 916-924-9112
California License # 0406967

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Placer }

On August 6, 2015 before me, Monica A. Hutchison, Notary Public, personally appeared
Date Here Insert Name and Title of the officer

Julie A. Shiroma,
Name(s) of Signer(s)

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: Monica A. Hutchison
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer--Title(s): _____

Corporate Officer--Title(s): _____

Partner- Limited General

Partner- Limited General

Individual Attorney in fact

Individual Attorney in fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

ACKNOWLEDGMENT

State of California

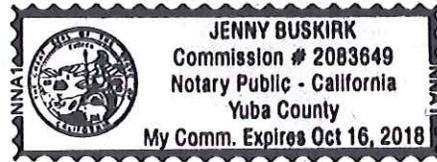
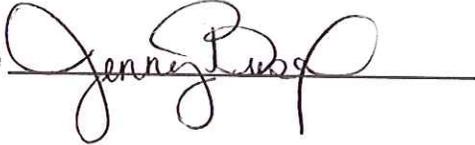
County of Yuba)

On August 11, 2015 before me, Jenny Buskirk, Notary Public personally appeared Dennis Buskirk, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Edward D. Johnson, Stephen D. Bender, Monica A. Hutchison, Todd J. Sorensen, Julie A. Shiroma, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

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 *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 6th day of August, 2015

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

CITY OF SACRAMENTO
PAYMENT BOND

Bond No.: 704282P
Premium: Included with Performance Bond

Page 1 of 1

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: **BUSKIRK CONSTRUCTION, INC., 951 WASHINGTON BLVD., SUITE 515, ROSEVILLE, CA 95678**

hereinafter called Contractor, a contract for construction of:

**MAMA MARKS PARK RESTROOM RENOVATION REBID
(L19196100)**

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*):

Indemnity Company of California, 1750 Howe Ave. #630, Sacramento, CA 95825,
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 HUNDRED SIX THOUSAND DOLLARS AND NO CENTS (\$106,000.00)**, 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 August 6, 20 15. To be effective September 15, 2015

Buskirk Construction, Inc. dba Buskirk Building Solutions

(Contractor) (Seal)
By [Signature]
Title CEO

Indemnity Company of California

(Surety) (Seal)
By [Signature]
Title Julie A. Shiroma, Attorney-in-Fact

ORIGINAL APPROVED AS TO FORM:

[Signature]
City Attorney

Agent name & Address Warren G. Bender Co.
516 Gibson Dr., Ste. 240, Roseville, CA 95678

Agent Phone # 916-380-5300
Surety Phone # 916-924-9112
California License # 0406967

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Placer }

On August 6, 2015 before me, Monica A. Hutchison, Notary Public, personally appeared
Date Here Insert Name and Title of the officer

Julie A. Shiroma
Name(s) of Signer(s)

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: Monica A. Hutchison
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

- Corporate Officer--Title(s): _____
- Partner- Limited General
- Individual Attorney in fact
- Trustee Guardian or Conservator
- Other: _____

- Corporate Officer--Title(s): _____
- Partner- Limited General
- Individual Attorney in fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer is Representing: _____

ACKNOWLEDGMENT

State of California

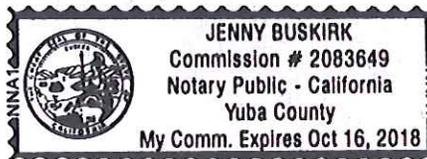
County of Yuba)

On August 11, 2015 before me, Jenny Buskirk, Notary Public personally appeared Dennis Buskirk, Jr., 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 Jenny Buskirk



(Seal)

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOWALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Edward D. Johnson, Stephen D. Bender, Monica A. Hutchison, Todd J. Sorensen, Julie A. Shiroma, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

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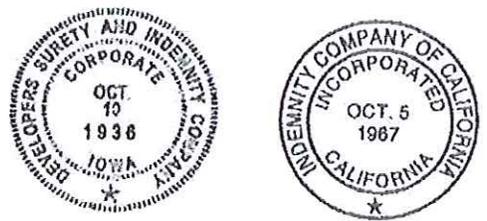
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

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 *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 6th day of August, 2015

By: *Cassie J. Bernisford*
Cassie J. Bernisford, Assistant Secretary



WAIVER OF SUBROGATION
BLANKET BASIS

431-13 510794
NEW
NF

HOME OFFICE
SAN FRANCISCO

EFFECTIVE MAY 24, 2014 AT 12.01 A.M.

PAGE 1 OF 1

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

AND EXPIRING MAY 24, 2015 AT 12.01 A.M.

BUSKIRK BUILDING SOLUTIONS
951 WASHINGTON BLVD #515
ROSEVILLE, CA 95678

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JUNE 4, 2014


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION**

<i>Attached To and Forming Part of Policy</i> 0100014989-1	<i>Effective Date of Endorsement</i> 10/17/2014 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Buskirk Building Solutions
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
Blanket, as required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

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: 8/11/2015

Contractor Buskirk Construction Inc.

By [Signature]
Signature

PAY REQUEST APPLICATION

**PROJECT NAME AND NUMBER: MAMA MARKS PARK RESTROOM
RENOVATION REBID (L19196100)**

CONTRACTOR: _____

PURCHASE ORDER NO. (Required): _____

COST CENTER: (L19196100)

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.

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

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

Submitted By _____ Date: _____

Submit To: Department of Parks & Recreation
5730 24th Street, Building 4
Sacramento, CA 95814
Attn.: Jeff Blanton, Project Manager/ Kirsten Wise, 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)

CITY OF SACRAMENTO

DEPARTMENT OF PARKS & RECREATION

SCHEDULE OF VALUES

PROJECT NAME: MAMA MARKS PARK RESTROOM RENOVATION REBID (L19196100)

CITY PROJ. NO: L19196100

FUNDING: PROP IC FUNDS/3704

CONTRACTOR: BUSKIRK CONSTRUCTION, INC.

ADDRESS: 951 WASHINGTON BLVD., SUITE 515
ROSEVILLE, CA 95678

PHONE NO:

Remit To:

Department of Public Works
Architects & Engineers
5730 24th Street, Building 4
Sacramento, CA 95822

Payment No.

Work Performed Thru

Date Payment Submitted

Days Expended on Contract

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Authorized Amount	This Estimate		Total Work Completed		Quantity Remaining
						Quantity	\$ Amount	Quantity	\$ Amount	
1	Mama Marks Park Restroom Renovation	1	LS	106000	\$106,000.00					
TOTALS										\$0.00
CHANGE ORDERS										
1										
2		1.00	LS		\$0.00					
3		1.00	LS		\$0.00		\$0.00			\$0.00
4		1.00	LS		\$0.00		\$0.00			\$0.00
5		1.00	LS		\$0.00		\$0.00			\$0.00
TOTAL CHANGE ORDER AMOUNT										
TOTAL AMENDED CONTRACT AMOUNT						\$106,000.00	\$0.00	\$0.00	\$0.00	\$0.00

GUARANTEE

We hereby guarantee the: **MAMA MARKS PARK RESTROOM RENOVATION
REBID (L19196100)**

City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefore immediately upon demand.

Dated: 8/11/2015

Signed: 

Dennis Buskirk
Printed Name

Buskirk Construction inc
Company

951 Washington Blvd Suite 515
Address

Roseville, CA, 95678

NO 1022555

PLEASE PRINT OR TYPE

BUSINESS ACTIVITY INFORMATION					
BUSINESS NAME (DBA NAME USED TO IDENTIFY YOUR BUSINESS) Buskirk Construction Inc. dba Buskirk Building Solutions				NEW OR CHANGES? <input checked="" type="checkbox"/> NEW <input type="checkbox"/> CHANGES	STARTING DATE 07/31/2015
BUSINESS PHONE NO. () 916-242-8353		OWNER/CORPORATION PHONE NO. () 916-242-8353		OWNERSHIP TYPE <input type="checkbox"/> SOLE <input type="checkbox"/> LC <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> TRUST <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHER	
EMAIL ADDRESS jbuskirk@buskirkbuildingsolutions.com			WEB SITE ADDRESS www.buskirkbuildingsolutions.com		
STATE CERT./LICENSE NO. 979434	EXP. DATE 3/31/2017	FEDERAL ID NO. 46-1217589	STATE EMPLOYER ID NO.	NO. OF EMPLOYEES 4	
BUSINESS DESCRIPTION General Construction					
BUSINESS LOCATION ADDRESS 951 Washington Blvd. Ste 515 Roseville, CA 95678					
BUSINESS ZONED: <input checked="" type="checkbox"/> COMMERCIAL OR <input type="checkbox"/> RESIDENTIAL HOME OCCUPATION PERMIT # _____ (CHECK ONE)					
OWNER/CORPORATION ADDRESS (STREET NAME AND NO., SUITE NO., CITY, STATE, ZIP CODE) 951 Washington Blvd. Ste 515 Roseville, CA 95678					
IF CORPORATION: NAME/ADDRESS TO RECEIVE LEGAL DOCUMENTS 951 Washington Blvd. Ste 515 Roseville, CA 95678					
MAILING ADDRESS (WHERE YOU WANT US TO MAIL THE BUSINESS TAX CERTIFICATE OR OTHER CORRESPONDENCE) 951 Washington Blvd. Ste 515 Roseville, CA 95678					
CONTACT INFORMATION					
OWNER OR CORPORATE OFFICERS' NAME & TITLE (STATE CONTRACTOR, SEE BELOW*)		RELATIONSHIP TO COMPANY		SOCIAL SECURITY NO.	CA DRIVER'S LICENSE
1) Dennis Buskirk Jr.		Owner		608-05-9006	B7906195
2) Dennis Buskirk Sr.		Owner		567-23-1471	N4555691
3) Jenny Buskirk		Owner		545-69-4574	D1751596
*STATE CONTRACTOR LICENSE NO.					
BUSINESS LICENSE TAX CALCULATION			RESOURCE INFORMATION		
GROSS RECEIPTS – estimated for the first year or actual for renewal		\$ 135,000		Please note: Once you are registered, the City's Economic Development Department will send you business resource information by e-mail or mail.	
GROSS PAYROLL – estimated for the first year or actual for renewal		\$ 25,000			
# OF YEARS LICENCED WITH THE STATE		3			
# OF RENTAL UNITS (IF APPLICABLE)		NA			
# OF PROFESSIONAL EMPLOYEES		4			

I declare under penalty of perjury that to my knowledge all information contained on this application is true and correct. This tax certificate is for revenue purposes only and does not imply conformance with applicable city codes and ordinances. You are advised to check your proposed business location and structure with the City Planning Division for compliance with zoning codes and the Building Inspections Division for compliance with building codes.

SIGN HERE

DATE 7/31/15

TEMPORARY CERTIFICATE
Not valid more than 45 days from validation date
Your Business Tax Certificate will be sent to you approximately two weeks.
This certificate must be renewed annually

**VOID IF NOT
CITY OF SACRAMENTO
VALIDATED
JUL 31 2015
PAID**

FOR OFFICIAL CITY USE ONLY

TAX	\$ 80
BIA	\$
HOP	\$
DUP/PEN	\$
Dis. Access Fee	\$ 1.00
TOTAL	\$ 81.00 <i>ccard</i>
BY	<i>h</i>

#7466706-907-07/31/15-Business Tax 81.00

Specifications and Drawings

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and General Conditions of the Contract including General and Supplementary Conditions and Division 1 Specification Sections apply to this Section.

1.02 SUMMARY OF WORK:

- A. Work covered by contract documents comprises construction of a remodel Mama Marks Park Restroom for the City of Sacramento as described in these documents.
- B. The Project is located in the City of Sacramento, on 1140 Roanoke Avenue Sacramento California.
 - 1. The work consists of providing labor, materials, equipment, services, and administration required in conjunction with or incidental to the Project.
- C. The term "NIC" shall be construed to mean that construction work is not to be furnished, installed or performed by Contractor. The term shall mean "Not in this Contract"

1.03 CONSTRUCTION CONTRACT:

- A. Construct project under single lump sum contract.

1.04 CONSTRUCTION SEQUENCE:

- A. Contractor shall be responsible for sequencing of construction as shown in their approved Project Schedule. Contractor shall notify Owner (7) days in advance of any operations that may affect the owner's use of adjacent property and (14) days in advance of any construction work that affects the utilities of adjacent buildings on the site.

1.05 WORK RESTRICTIONS / STAGING:

- A. Due to the sensitive nature of the existing use of the site, the Contractor shall have the full use of the contract area during the construction period, except the areas coordinated during the pre-construction conference.
 - 1. City will designate an entrance to the Project site.
 - 2. Use of premises for work, storage and vehicular parking is limited to areas designated by City.
- B. Contractor shall assume responsibility for protection and safekeeping of the products stored on the site under this contract.
- C. This Contractor shall move stored products which interfere with any Owner operations, other Owner Contractors, or Owner access.
- D. Contractor shall conduct operations to ensure least inconvenience to public and occupied areas of the site.
- E. This Contractor shall obtain and pay for the use of additional storage or staging areas needed for operations.
- F. Do not load structure with weight that would jeopardize its safety.
- G. Should it be necessary to use portions of existing streets, sidewalks or right of ways for operations, this Contractor shall obtain approval and pay for the use of such areas in accordance with requirements of the authorities having jurisdiction.

1.06 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

1.07 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings 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 increase in the Agreement Price.
- C. In addition to reporting, if a structure or utility is damaged, Contractor shall take appropriate action as provided in the Contract Documents.

1.08 OCCUPANCY OF THE WORK PRIOR TO FINAL ACCEPTANCE

- A. The City may use and occupy the building portion of the Work 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, the Contractor shall make available, on a 24-hour-a-day, 7-day-a-week basis, utility services, heating, and cooling as are in condition to be put in operation when such beneficial use and occupancy occurs. The Contractor shall be responsible for the operation and maintenance of such equipment while it is so operated until the Work is completed in the occupied areas, 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 its occupancy of portions of the work during construction.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01010

SECTION 01025

PAYMENTS & MEASUREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 SCHEDULE OF VALUES

- A. Type Schedule 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 location, Contractor's name and address, all subcontractor's name, address and type of Work along with Submission date.
 - 1. 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.
 - 2. 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.
 - 3. For each major line item, list sub-values of products or operations.
 - 4. For the various portions of the Work:
 - a. Include a separate line item for the amount of overhead and profit drawn.
 - b. For portions of Work in excess of ten thousand dollars (\$10,000) in cost, separately identify labor and material costs.
 - 5. The sum of values listed in the Schedule of Values shall equal the total Construction Contract Sum. Design costs are to be identified separately.

1.02 APPLICATIONS FOR PAYMENT

- A. General: Submit Applications for Payment to the Architect in accordance with the schedule established by the Contract Documents.
- B. Submit itemized applications on 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 form, 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 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 01025

SECTION 01030

ALTERNATES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 REQUIREMENTS:

- A. Definition: An Alternate is defined as a portion of the work, which is priced separately, to be included in the Work at the Owners option.
- B. This section defines each Alternate by number, and describes the basic changes to be incorporated into the work, only when that alternate is made a part of the work by stipulated provisions in the owner Contractor agreement.
- C. Coordination:
 - 1. Include as a part of each alternate, devices, appurtenances, accessories and similar items incidental to or necessary for complete installation.
 - 2. Coordinate alternate with adjacent work and modify or adjust as necessary as approved by the architect, to ensure full integration.
- D. In addition to the Base Bid as provided on the Bid Form, the Contractor (Bidder) shall quote alternate prices in the blank spaces provided on the Bid Form under Alternate Bids.
- E. The Additive Alternate Bids increase the Scope of Work as defined by the Base Bid and represent additions to the amount of the Base Bid.
- F. The Deductive Alternate Bids decrease the Scope of Work as defined by the Base Bid and represent deductions to the amount of the Base Bid.

1.02 ALTERNATES:

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01030

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 on a daily basis.
 - 3. Provide full documentation to City on request.
- B. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the Work.
 - 2. Who is responsible for informing 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. Agreement: The amounts of established unit prices.
- B. Section 01025: Payments & Measurements.
- C. Section 01311: Bar Chart.
- D. Section 01605: Substitution Request Form.

1.03 DEFINITIONS

- A. 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.
- B. 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 Agreement Time.

1.04 PRELIMINARY PROCEDURES

- A. City may initiate changes by submitting a Proposed Change Order (PCO) to Contractor which may include:
1. Detailed description of the Change, Products, and location of the change in the Project.
 2. Supplementary or revised Drawings and Specifications.
 3. A specific statement as to whether overtime work is, or is not, authorized.
 4. A specific period of time during which the requested price will be considered valid.
 5. Such request(s) are for information only, and are 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 Request For Change (RFC).
 2. Statement of the reason for making the changes.
 3. Statement of the effect on the Agreement Sum and/or the Agreement Time.
 4. Statement of the effect on the work of separate contractors.
- Documentation supporting any change in Agreement Sum or Agreement Time, as appropriate.
- Copy of the Change Order Proposal Summary form.

1.05 CONSTRUCTION CHANGE AUTHORIZATION

- A. In lieu of a PCO, City may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Agreement Sum and any change in Agreement Time.
- C. City will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.
- D. Contractor will sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, 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 required.

2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance and bonds.
 5. Credit for work deleted from Agreement, similarly documented.
 6. 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. Name of the City's authorized agent who ordered the work, and date of the order.
 2. Dates and times work was performed, and by whom.
 3. Time record, summary of hours worked, and hourly rates paid.
 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.
- D. Document requests for substitutions for Products as specified in Section 01600.
- E. Include a copy of the Change Order Proposal Summary – EZ-PCO" for each separate proposal.

1.07 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 attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Agreement Sum and in the Agreement Time.

1.08 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 1. PCO and Contractor's responsive Proposal as mutually agreed between City and Contractor.
 2. RFC as accepted by City.
 3. Construction Change Authorization with supporting documentation.

- B. Contractor will sign and date the Change Order to indicate agreement with the terms therein.
- C. City will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

1.09 UNIT PRICE CHANGE ORDER

- A. The amounts of the unit prices to be:
 - 1. Those stated in the Agreement.
 - 2. Those mutually agreed upon between City and Contractor.
- B. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
 - 1. City will sign and date the Construction Change Authorization as authorization for Contractor to proceed with the changes.
 - 2. Contractor will sign and date the Construction Change Authroization to indicate agreement with the terms therein.
- C. 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.
 - a. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Agreement Time.
 - 3. City and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.
 - 4. City will sign and date the Change Order to establish the change in Agreement Sum and in Agreement Time.

1.10 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/CONSTRUCTION CHANGE AUTHORIZATION

- A. City will issue a Construction Change Authorization 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 and Contractor will sign and date the Change Order to indicate their agreement therewith.
- E. City will sign and date the Change Order to establish the change in Agreement Sum and in Agreement Time.

1.11 CORRELATION WITH CONTRACTOR' S SUBMITTALS

- A. Revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Agreement Sum.
- B. Revise the Construction Schedule to reflect each change in Agreement Time.
 - 1. Revise schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

1.12 CHANGE ORDER PROPOSAL SUMMARY - EZ-PCO

- A. Whenever a change, modification or alteration is being evaluated by the City, requiring a change in cost, the contractor shall prepare a copy of the "Change Order Proposal Summary – EZ-PCO" for each unique change, modification or alteration.
- B. Compensation for markups shall be limited to the application of percentages outlined in the "Instructions – Change Order Proposal Summary - EZ-PCO".

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

----- END OF SECTION -----



DEPARTMENT OF
GENERAL SERVICES
FACILITY DEVELOPMENT

CITY OF SACRAMENTO
CALIFORNIA

5730 - 24TH STREET
BUILDING ONE
SACRAMENTO, CA
95822-3699
PH: 916-808-1888

CHANGE ORDER REQUEST / PROPOSAL

TO: _____

ATTENTION:

SUBJECT:

CHANGE ORDER
REQUESTED BY:

- Owner
- Architect
- Engineer
- Contractor
- Inspector
-

The following items, transmitted herewith, are subject to all provisions of the plans, specifications and addenda:

- Submit cost and time change data for approval prior to proceeding with the work.
- Your proposal is approved. A change order will be issued for the agreed to sum.
- Your proposal is rejected. Please proceed with the work on a Time and Material basis, and a change order will be issued upon verification of completed work.
- Your proposal is rejected.

DESCRIPTION: _____

COPIES	DATE	NO.	DESCRIPTION
cc: <input type="checkbox"/> Consultant			Initiated By: _____
<input type="checkbox"/> Inspector			Title: _____
<input type="checkbox"/> File			Date: _____

Change Order Proposal Summary - EZ-PCO

1. Labor _____
2. Materials _____
3. Equipment _____
4. Subtotal _____

5. Subcontract Cost
 - a _____
 - b _____
 - c _____
 - d _____
 - e _____
6. Subtotal Subcontractors _____
7. Markup on Proposer's Costs _____
 If Line 4 is >0, enter (0.25 x Line 4)
 If Line 4 is <0, enter (0.15 x Line 4) as a credit
8. Markup on Sub Cost (Prime Only) _____
 If Line 6 is >0, enter (0.05 x Line 6)
 If Line 6 is <0, enter \$0
 If subcontractor summary, enter \$0
9. Total Proposal \$ _____
 Line 4 + line 6 + line 7 + line 8.
10. Proposed Time Extension (Prime Only) _____ days
 (If schedule analysis and justification is not attached, enter zero.)

Project Number _____ Date _____

Company _____ PCO# _____

Summary For: Contractor _____

Subcontractor _____

Attach supporting documents with detailed cost breakdowns. Attach this form to each subcontractor proposal.

Instructions - Change Order Proposal Summary - EZ-PCO

Contractor shall complete and attach this form as a cover sheet for each price proposal for the prime contractor and for subcontractor proposals at any tier forming a part of the prime proposal.

Lines 1, 2, and 3. Authorized allowable labor, materials, and equipment by the firm performing the work and proposing the costs, whether prime or subcontractor. Include only costs directly and solely attributable to work described in the PCO. Do not include the types of cost listed as "indirect/overhead" below. See GC Section 7.6 through 7.8.

Line 5. Authorized allowable costs proposed by subcontractors at the next lower tier. See GC Section 7.9.

Line 7. For added work, see GC Section 7.10.1 A credit of 15% for markup is applied to net credit costs at the contractor or subcontractor tier at which the costs occur, see GC Section 7.10.3.

Line 8. The aggregate of markups made at subcontract tiers shall not exceed 25%. See GC Section 7.9. No markup for intermediate subcontractors. See GC Section 7.10.2.

Do Not Include indirect and overhead costs in lines 1 through 4. The following list is not inclusive and serves only to present examples of the types of costs, which are included in allowable markups:

Salaries and Benefits

Principal Officer, Project Manager, Superintendent, General Foreman, Quality Control Representative, Estimator, Negotiator, Office Manager, Clerical, Receptionist.

Facilities

Office rental/depreciation: Storage trailer, Warehouse, Shops, Toilets, Washrooms, Yard, Temporary electric panel and circuits, Temporary lighting, Temporary plumbing & drainage, Transportation, connection, setup, installation, and removal charges, Cost of Facilities Capital.

Utility Expense

Electricity, gas, water, telephone, Janitorial, Trash removal and dump fees, Sanitary pump out.

Office Equipment & Vehicles

Personnel transport vehicle (car, pickup), General delivery vehicle, Company car, Yard equipment and machinery: Depreciation, Fuel, oil, filters, tires, maintenance, repairs; Storage Bins, Dumpsters Computer, Fax machine, Refrigerator, Coffee machine, Audio and video recorders, Cameras, Shoring.

Office Furnishings

Desks, tables, chairs, lamps, file cabinets, credenzas, bookcases, carpeting, draperies, dividers.

Small Tools

Shovels, pry bars, hammers, nail gun, screw gun, Hilti, skill saw, cutoff saw, hacksaw, pliers, snips, torches, hand drills, come-alongs, wrenches, calk guns, tape measures, levels, chalk lines, conduit bender, fish tape, water hose, etc.

Consumables

Paper, pens, pencils, office supplies, reusable lumber and form materials, tarpaulins, drinking cups, and toilet paper.

Safety Equipment

Ear protection, goggles, respirators, safety belts, first aid supplies, fire extinguishers.

Material Delivery, Offloading, and Handling Expense

General Office Expense

Bid preparation, Payment and performance bonds, Estimating, Planning, Marketing, Public relations, Entertainment, Safety and Security, Professional, Business, Contractor's license fees, Employee recruitment, termination, transportation, and relocation, Professional service fees, legal fees, court costs, litigation, arbitration. Idle facilities and capacity, Losses on contracts, Security, Transportation costs, Contributions and donations, General coverage, liability Insurance, Project general coverage Insurance, Corporate Income Taxes, Stock and Bond dividends, Debt principal and interest payments; Jobsite cleanup, Mobilization and demobilization.

Change Order Administrative Expense

Takeoff & estimate, Proposal preparation & transmittal, Negotiation, Distribution, General supervision, Billing, Quality Control, Schedule update, As-Built update, Bond and Insurance Adjustment.

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 on a daily basis.
 - 3. Provide full documentation to City on request.
- B. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the Work.
 - 2. Who is responsible for informing 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. Agreement: The amounts of established unit prices.
- B. Section 01025: Payments & Measurements.
- C. Section 01311: Bar Chart.
- D. Section 01605: Substitution Request Form.

1.03 DEFINITIONS

- A. 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.
- B. 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 Agreement Time.

1.04 PRELIMINARY PROCEDURES

- A. City may initiate changes by submitting a Proposed Change Order (PCO) to Contractor which may include:
1. Detailed description of the Change, Products, and location of the change in the Project.
 2. Supplementary or revised Drawings and Specifications.
 3. A specific statement as to whether overtime work is, or is not, authorized.
 4. A specific period of time during which the requested price will be considered valid.
 5. Such request(s) are for information only, and are 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 Request For Change (RFC).
 2. Statement of the reason for making the changes.
 3. Statement of the effect on the Agreement Sum and/or the Agreement Time.
 4. Statement of the effect on the work of separate contractors.
- Documentation supporting any change in Agreement Sum or Agreement Time, as appropriate.
- Copy of the Change Order Proposal Summary form.

1.05 CONSTRUCTION CHANGE AUTHORIZATION

- A. In lieu of a PCO, City may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Agreement Sum and any change in Agreement Time.
- C. City will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.
- D. Contractor will sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, 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 required.

2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance and bonds.
 5. Credit for work deleted from Agreement, similarly documented.
 6. 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. Name of the City's authorized agent who ordered the work, and date of the order.
 2. Dates and times work was performed, and by whom.
 3. Time record, summary of hours worked, and hourly rates paid.
 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.
- D. Document requests for substitutions for Products as specified in Section 01600.
- E. Include a copy of the Change Order Proposal Summary – EZ-PCO" for each separate proposal.

1.07 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 attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Agreement Sum and in the Agreement Time.

1.08 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 1. PCO and Contractor's responsive Proposal as mutually agreed between City and Contractor.
 2. RFC as accepted by City.
 3. Construction Change Authorization with supporting documentation.

- B. Contractor will sign and date the Change Order to indicate agreement with the terms therein.
- C. City will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

1.09 UNIT PRICE CHANGE ORDER

- A. The amounts of the unit prices to be:
 - 1. Those stated in the Agreement.
 - 2. Those mutually agreed upon between City and Contractor.
- B. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
 - 1. City will sign and date the Construction Change Authorization as authorization for Contractor to proceed with the changes.
 - 2. Contractor will sign and date the Construction Change Authroization to indicate agreement with the terms therein.
- C. 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.
 - a. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Agreement Time.
 - 3. City and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.
 - 4. City will sign and date the Change Order to establish the change in Agreement Sum and in Agreement Time.

1.10 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/CONSTRUCTION CHANGE AUTHORIZATION

- A. City will issue a Construction Change Authorization 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 and Contractor will sign and date the Change Order to indicate their agreement therewith.
- E. City will sign and date the Change Order to establish the change in Agreement Sum and in Agreement Time.

1.11 CORRELATION WITH CONTRACTOR' S SUBMITTALS

- A. Revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Agreement Sum.
- B. Revise the Construction Schedule to reflect each change in Agreement Time.
 - 1. Revise schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

1.12 CHANGE ORDER PROPOSAL SUMMARY - EZ-PCO

- A. Whenever a change, modification or alteration is being evaluated by the City, requiring a change in cost, the contractor shall prepare a copy of the "Change Order Proposal Summary – EZ-PCO" for each unique change, modification or alteration.
- B. Compensation for markups shall be limited to the application of percentages outlined in the "Instructions – Change Order Proposal Summary - EZ-PCO".

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

----- END OF SECTION -----



DEPARTMENT OF
GENERAL SERVICES
FACILITY DEVELOPMENT

CITY OF SACRAMENTO
CALIFORNIA

5730 - 24TH STREET
BUILDING ONE
SACRAMENTO, CA
95822-3699
PH: 916-808-1888

CHANGE ORDER REQUEST / PROPOSAL

TO: _____

ATTENTION:

SUBJECT:

CHANGE ORDER
REQUESTED BY:

- Owner
- Architect
- Engineer
- Contractor
- Inspector
-

The following items, transmitted herewith, are subject to all provisions of the plans, specifications and addenda:

- Submit cost and time change date for approval prior to proceeding with the work.
- Your proposal is approved. A change order will be issued for the agreed to sum.
- Your proposal is rejected. Please proceed with the work on a Time and Material basis, and a change order will be issued upon verification of completed work.
- Your proposal is rejected.

DESCRIPTION: _____

COPIES

DATE

NO.

DESCRIPTION

- cc: Consultant
 Inspector
 File

Initiated By: _____
Title: _____
Date: _____

Change Order Proposal Summary - EZ-PCO

1. Labor _____
2. Materials _____
3. Equipment _____
4. Subtotal _____

5. Subcontract Cost
 - a _____
 - b _____
 - c _____
 - d _____
 - e _____
6. Subtotal Subcontractors _____

7. Markup on Proposer's Costs _____
 If Line 4 is >0, enter (0.25 x Line 4)
 If Line 4 is <0, enter (0.15 x Line 4) as a credit

8. Markup on Sub Cost (Prime Only) _____
 If Line 6 is >0, enter (0.05 x Line 6)
 If Line 6 is <0, enter \$0
 If subcontractor summary, enter \$0

9. Total Proposal \$ _____
 Line 4 + line 6 + line 7 + line 8.

10. Proposed Time Extension (Prime Only) _____ days
 (If schedule analysis and justification is not attached, enter zero.)

Project Number _____ Date _____

Company _____

PCO# _____

Summary For: Contractor _____

Subcontractor _____

Attach supporting documents with detailed cost breakdowns. Attach this form to each subcontractor proposal.

Instructions - Change Order Proposal Summary - EZ-PCO

Contractor shall complete and attach this form as a cover sheet for each price proposal for the prime contractor and for subcontractor proposals at any tier forming a part of the prime proposal.

Lines 1, 2, and 3. Authorized allowable labor, materials, and equipment by the firm performing the work and proposing the costs, whether prime or subcontractor. Include only costs directly and solely attributable to work described in the PCO. Do not include the types of cost listed as "indirect/overhead" below. See GC Section 7.6 through 7.8.

Line 5. Authorized allowable costs proposed by subcontractors at the next lower tier. See GC Section 7.9.

Line 7. For added work, see GC Section 7.10.1 A credit of 15% for markup is applied to net credit costs at the contractor or subcontractor tier at which the costs occur, see GC Section 7.10.3.

Line 8. The aggregate of markups made at subcontract tiers shall not exceed 25%. See GC Section 7.9. No markup for intermediate subcontractors. See GC Section 7.10.2.

Do Not Include indirect and overhead costs in lines 1 through 4. The following list is not inclusive and serves only to present examples of the types of costs, which are included in allowable markups:

Salaries and Benefits

Principal Officer, Project Manager, Superintendent, General Foreman, Quality Control Representative, Estimator, Negotiator, Office Manager, Clerical, Receptionist.

Facilities

Office rental/depreciation: Storage trailer, Warehouse, Shops, Toilets, Washrooms, Yard, Temporary electric panel and circuits, Temporary lighting, Temporary plumbing & drainage, Transportation, connection, setup, installation, and removal charges, Cost of Facilities Capital.

Utility Expense

Electricity, gas, water, telephone, Janitorial, Trash removal and dump fees, Sanitary pump out.

Office Equipment & Vehicles

Personnel transport vehicle (car, pickup), General delivery vehicle, Company car, Yard equipment and machinery: Depreciation, Fuel, oil, filters, tires, maintenance, repairs; Storage Bins; Dumpsters; Computer, Fax machine, Refrigerator, Coffee machine, Audio and video recorders, Cameras, Shoring.

Office Furnishings

Desks, tables, chairs, lamps, file cabinets, credenzas, bookcases, carpeting, draperies, dividers.

Small Tools

Shovels, pry bars, hammers, nail gun, screw gun, Hilti, skill saw, cutoff saw, hacksaw, pliers, snips, torches, hand drills, come-alongs, wrenches, calk guns, tape measures, levels, chalk lines, conduit bender, fish tape, water hose, etc.

Consumables

Paper, pens, pencils, office supplies, reusable lumber and form materials, tarpaulins, drinking cups, and toilet paper.

Safety Equipment

Ear protection, goggles, respirators, safety belts, first aid supplies, fire extinguishers.

Material Delivery, Offloading, and Handling Expense

General Office Expense

Bid preparation, Payment and performance bonds, Estimating, Planning, Marketing, Public relations, Entertainment, Safety and Security, Professional, Business, Contractor's license fees, Employee recruitment, termination, transportation, and relocation, Professional service fees, legal fees, court costs, litigation, arbitration, Idle facilities and capacity, Losses on contracts, Security, Transportation costs, Contributions and donations, General coverage, liability Insurance, Project general coverage insurance, Corporate Income Taxes, Stock and Bond dividends, Debt principal and interest payments; Jobsite cleanup, Mobilization and demobilization.

Change Order Administrative Expense

Takeoff & estimate, Proposal preparation & transmittal, Negotiation, Distribution, General supervision, Billing, Quality Control, Schedule update, As-Built update, Bond and Insurance Adjustment.

SECTION 01040

COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 SUMMARY

- A. Coordinate the Work; do not delegate the responsibility for coordination to any Subcontractor.
- B. This Contractor shall resolve differences or disputes concerning coordination, interference, or extent of Work of the various sections, and trades.

1.03 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 Owner's activities.

1.04 ELECTRICAL AND MECHANICAL COORDINATION

- A. Verify that utility requirement characteristics of operating equipment are compatible with proposed 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, 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 01040

SECTION 01040

COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 SUMMARY

- A. Coordinate the Work; do not delegate the responsibility for coordination to any Subcontractor.
- B. This Contractor shall resolve differences or disputes concerning coordination, interference, or extent of Work of the various sections, and trades.

1.03 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 Owner's activities.

1.04 ELECTRICAL AND MECHANICAL COORDINATION

- A. Verify that utility requirement characteristics of operating equipment are compatible with proposed 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, 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 01040

SECTION 01044

CONTRACTOR'S REQUESTS FOR INFORMATION / INTERPRETATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION

- A. Section Includes: Administrative requirements for requests for information / interpretation.

1.03 DEFINITIONS

- A. Request For Information / Interpretation (RFI):
1. A document submitted through Construction Manager requesting clarification of a portion of the Contract Documents, hereinafter referred to as RFI.
 2. A properly prepared request for information / interpretation shall include a detailed written statement that indicates the specific Drawing(s) or Specification(s) in need of clarification and the nature of the clarification requested.
 - a. Drawings shall be identified by Drawing number and location on the Drawing sheet.
 - b. Specifications shall be identified by Section number, page and paragraph.
 - c. Requests for Information: Request made by Contractor concerning information not indicated on Drawings nor contained in Project Manual that is required to properly perform the work.
 - d. Requests for Interpretation: Request made by Contractor in accordance with the Contract for construction.
- B. Improper RFI's:
1. RFI's that are not properly prepared.
 2. Improper RFI's will be rejected by the Architect. The Contractor will be notified by the Architect upon rejection of improper RFI's.

- C. Frivolous RFI's:
 - 1. RFI's which request information that is clearly shown on the Contract Documents.
 - a. Frivolous RFI's will be returned unanswered.
- D. Neither improper nor frivolous RFI's will be allowed as basis for Change Orders claiming additional costs and/or time extensions.

1.04 CONTRACTOR'S REQUESTS FOR INFORMATION

- A. RFI's shall be submitted on Document 01044-4 – Request for Information / Interpretation included at the end of this Section.
 - 1. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after photocopying or transmission by facsimile (fax).
 - 2. RFI's shall be submitted in numerical order with no breaks in the consecutive numbering.
 - 3. Each page of attachments to RFI's shall bear the RFI number and shall be consecutively numbered in chronological order.
 - 4. RFI's shall be submitted by fax.
 - a. Submittal by fax is the preferred method of submittal.
 - b. Telephone # for faxing is (916) 808-8337 this goes to the City's Project Manager first, then it is forwarded to the Architect. Additional information on the lines of communication will be discussed at the Pre-Construction Conference.
- B. When the Architect is unable to determine from the Contract Documents the material, process or system to be installed, the Owner's Representative shall be requested to make a clarification of the indeterminate item.
 - 1. Wherever possible, such clarification shall be requested at the next appropriate project meeting, with the response entered into the meeting minutes. When clarification at the meeting is not possible, either because of the urgency of the need, or the complexity of the item, the Contractor shall prepare and submit an RFI.
- C. The Contractor shall endeavor to keep the number of RFI's to a minimum. In the event that the process becomes unwieldy, in the opinion of the Owner's Representative, because of the number and frequency of RFI's submitted, the Owner's Representative may require the Contractor to abandon the process and submit future requests as either submittals (within 30 days of Notice to Proceed), substitutions or requests for change.

- D. RFI's shall be originated by the Contractor.
1. RFI's from contractors or material suppliers shall be submitted through, reviewed by, and signed by the Architect prior to submittal to the Owner's Representative.
 2. RFI's from contractors or material suppliers sent directly to the Owner's Representative, or the Architect's consultants shall not be accepted and will be returned unanswered.
- E. The Contractor shall carefully study the Contract Documents to assure that the requested information is not available therein. RFI's that request information available in the Contract Documents will be deemed either "improper" or "frivolous" as noted above.
- F. In the cases where RFI's are issued to request clarification of coordination issues, for example, pipe and duct routing, clearances, specific locations of work shown diagrammatically, and similar items, the Contractor shall fully lay out a suggested solution using drawings or sketches drawn to scale, and submit same with the RFI. RFI's which fail to include a suggested solution will be returned unanswered with a requirement that the Contractor submit a complete request.
- G. RFI's shall not be used for the following purposes:
1. To request approval of submittals,
 2. To request approval of substitutions,
 3. To request changes which are known to entail additional cost or credit. (A Change Order Request form shall be used.)
 4. To request different methods of performing work than those drawn and specified.
- H. In the event the Contractor believes that a clarification by the Architect results in additional cost or time, Contractor shall not proceed with the work indicated by the RFI until a Change Order (or Construction Change Directive, if applicable to project) is prepared and approved. RFI's shall not automatically justify a cost increase in the work or a change in the project schedule.
1. Answered RFI's shall not be construed as approval to perform extra work.
 2. Rejected RFI's will be returned with a stamp or notation: Rejected.
- I. The Contractor shall prepare and maintain a log of RFI's, and at any time requested by the Owner's Representative, Contractor shall furnish copies of

the log showing outstanding RFI's. The Contractor shall note unanswered RFI's in the log.

- J. The Contractor shall allow up to 7 working days review and response time for RFI's, unless review is required of multiple consultants, then the review and response period shall be 10 working days.
1. The Architect will endeavor to respond in a timely fashion to RFI's.
 2. RFI shall state requested date/time for response to help prioritize requests; however, this requested date/time for response is not a guarantee that the RFI will be answered by that date/time if that date/time is deemed inadequate or insufficient.

1.05 ARCHITECT'S RESPONSE TO RFI'S

- A. The Architect and/or Owner's Representative will respond to RFI's on one of the following forms:
1. Properly prepared RFI's:
 - a. Response directly upon RFI form.
 - b. Architect's Supplemental Instruction.
 - c. Request for Proposal.
 2. Improper or Frivolous RFI's: Rejected RFI's will be returned with a stamp or notation: Rejected.
 3. Answers to properly prepared RFI's may or may not be made directly upon the RFI form as deemed appropriate by the Owner's Representative and/or the Architect.
- B. The Owner's Representative and/or the Architect may opt to retain RFI's for discussion during regularly scheduled project meetings for inclusion of responses in meeting minutes in lieu of responding on a written form.

PART 2 - PRODUCTS

NOT APPLICABLE.

PART 3 - EXECUTION

NOT APPLICABLE.

END OF SECTION 01044

REQUEST FOR INFORMATION / INTERPRETATION

Project: City of Sacramento R.F.I. Number: _____
Project Name From: _____
To: _____ Date: _____
Fax: _____
City Project Number: _____

Specification Section: _____ Paragraph: _____ Drawing Reference: _____ Detail _____

Request/Recommendation:

* Requested Date/Time for Response:
(The undersigned acknowledges review of Section 01044 in its entirety.)
Signed by: _____

Response:

Attachments

Response From: _____ To: _____ * Date Rec'd: _____ * Date Ret'd: _____

Signed by: _____

Copies: Owner _____ _____ File

* Contractor shall allow up to 7 working days review and response time for RFI's, unless review is required of multiple consultants, then the review and response period shall be 10 working days. (See Section 01044.)

SECTION 01045

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION:

- A. Work Included: This Section establishes general requirements pertaining to cutting, fitting, and patching of the work required to:
 1. Make the several parts fit properly.
 2. Uncover work to provide for installation, inspection, or both of ill-timed work.
 3. Remove and replace work not conforming to requirements of the Contract Documents.
 4. Remove and replace defective work.

1.03 QUALITY ASSURANCE

- A. Perform all cutting and patching in accordance with pertinent requirements of the specifications and in the event no such requirements are determined, in conformance with the Architect's written direction.
- B. In all cases, exercise extreme care in cutting operations and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting damage, etc., will not be tolerated, and the Contractor will be held responsible for such avoidable or willful damage.
- C. All replacing, patching, and repairing of materials and surfaces cut or damaged in the execution of the work shall be performed by experienced mechanics of the several trades involved. Such replacing, repairing, and/or patching shall be done with the applicable materials, in such a manner that all surfaces so replaced, etc., will upon completion of the work, match the surrounding similar surfaces.

1.04 SUBMITTALS

- A. Request for the Architect's Consent:
 - 1. Prior to cutting which affects structural safety, submit a written request to the Architect for permission to proceed with cutting.
 - 2. Should conditions of the work, or schedule, indicate a required change of materials or methods for cutting and patching, notify the Architect and secure his written permission prior to proceeding.
- B. Notices to the Architect:
 - 1. Submit written notice to the Architect designating the time the work will be uncovered, therefore providing a time for the Architect's observation.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. For replacement of work removed, use materials which comply with each pertinent Section of these specifications.

PART 3 - EXECUTION

3.01 CONDITIONS

- A. Inspect existing conditions, including elements subject to movement or damage during cutting and patching.
- B. After uncovering the work, inspect conditions affecting installation of new work.

3.02 DISCREPANCIES

- A. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.
- B. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.
- C. Provide all required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the work.
- D. Beginning of cutting or patching means acceptance of existing conditions.

3.03 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.

3.04 PERFORMANCE

- A. Perform cutting and demolition by methods which will prevent damage to other portions of the work and will provide a proper surface to receive new installation or repair and new work. Perform fitting and adjustment of products to provide finished installation complying with the specified tolerance and finishes.

END OF SECTION 01045

SECTION 01048

ELECTRONIC DRAWINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including Conditions of the Contract and Division 1 Specifications, apply to this Section.

1.02 SUMMARY

- A. The Architect, if requested, will provide the Contractor with one electronic copy of the Contract Document Drawings for distribution to subcontractors and suppliers as a convenience in the preparation of Shop Drawings and Site Work. The electronic copy will be provided on a compact disk in AutoCad format.
- B. The Architect shall be paid a service fee of \$100.00 in accordance with the Agreement. This fee shall be paid by the Contractor immediately upon acceptance of the CD.
- C. A signed and fully completed agreement must be submitted to formally request any electronic files.
 - 1. No additional fee's are required if a contactor shares those files with sub-contractors/vendors, however signed agreements for the release of those files must be received by the architect prior to their release.

1.03 REFERENCES

- A. A copy of the Agreement is included at the end of this Section.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01048

**AN AGREEMENT BETWEEN ARCHITECT-ENGINEER OF RECORD AND
CONTRACTOR FOR TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES
ON ELECTRONIC MEDIA**

Architect of Record _____ Contractor _____

City Project No. _____ Date: _____

Project Name: _____

Location: _____

The Architect will provide the following CAD files, dated _____, for the convenience of the contractor in preparing shop fabrication drawings:

Drawings were prepared on the following:

Computer Software: AutoCad Version: 2000 or later

Contractor shall pay Architect a service fee of _____ (\$ _____)

TERMS AND CONDITIONS:

1. Architect makes no representation as to the compatibility of the CAD files with any hardware or software.
2. Since the information set forth on the CAD files can be modified unintentionally or otherwise, the Architect reserves the right to remove all indicia of its ownership and/or involvement from each electronic display. This media should not be considered a certified document.
3. All information on the CAD files is considered instruments of service of the AER and shall not be used for other projects, for additions to this project, or completion of this project by others. CAD files shall remain the property of the Architect, and in no case shall the transfer of these files be considered a sale.
4. Architect makes no representation regarding the accuracy, completeness, or permanence of CAD files, nor for their merchantability or fitness for a particular

purpose. Addenda information or revisions made after the date indicated on the CAD files may not have been incorporated. In the event of a conflict between the Architect's sealed Contract Drawings and CAD files, the sealed Contract Drawings shall govern. It is the Contractor's responsibility to determine if any conflicts exist. The CAD files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.

5. The use of CAD files prepared by the Architect shall not in any way obviate the Contractor's responsibility for the proper checking and coordination of dimensions, details, member sizes and gage, and quantities of materials as required to facilitate complete and accurate fabrication and erection.
6. The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Architect, and its subconsultants from all claims, damages, losses, expenses, penalties and liabilities of any kind, including attorney's fees, arising out of or resulting from the use of the CAD files by the Contractor, or by third party recipients of the CAD files from the Contractor.
7. The Architect believes that no licensing or copyright fees are due to others on account of the transfer of the CAD files, but to the extent any are, the Contractor will pay the appropriate fees and hold the Architect harmless from such claims.
8. Any purchase order number provided by the Contractor is for Contractor's accounting purposes only. Purchase order terms and conditions are void and are not a part of this Agreement.
9. Payment of the service fee is due upon receipt of the CAD files.
10. This Agreement shall be governed by the laws of the principal place of business of the Architect.

AUTHORIZED ACCEPTANCE

by Architect of Record

by Contractor

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

SECTION 01049

SUPPORTING FROM STRUCTURE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION:

A. Work Included:

1. This section provides guidelines and limitations for supporting all mechanical, electrical, plumbing or architectural items from the building structure, and for seismic bracing for all such items.
2. Design and install all support and bracing systems except as noted. Provide for attachment to portions of the building structure capable of bearing the loads imposed. Designed systems shall not overstress the building structure.
3. All art supported from the structure shall be reviewed by the design structural engineer for loads applied to verify structure can sustain it. The structure shall be re-sized and re-calculated by the design structural engineer as required to provide the necessary support, and contractor shall be paid for impacts to project costs and schedule if required.

B. Work Not Included:

1. The Contractor is not required to design support and bracing for items for which the contract documents provide specific attachment, support, and bracing. Seismic bracing is not required for the following items:
 - a. Gas piping less than 1 inch inside diameter.
 - b. Piping for boilers and mechanical equipment less than 1.25 inches inside diameter.
 - c. All other piping less than 2.5 inches inside diameter, unless racked together.
 - d. All piping and duct suspended by individual hangers 12 inches or less in length.

- e. All rectangular air handling ducts less than 6 square feet in cross sectional area.
- f. All round air handling ducts less than 28 inches in diameter.
- g. All electrical conduits less than 2.5 inches inside diameter, unless racked together.

1.03 RELATED WORK (See also Table of Contents)

- A. Structural Steel: Section 05120.
- B. Metal Fabrications: Section 05500.
- C. Information relating solely to mechanical or electrical work is included under those divisions, except as specifically indicated herein.

1.04 QUALITY ASSURANCE

- A. General:
 - 1. Design and install all support systems to comply with the requirements of the 2001 California Building Code Chapter 16.
 - 2. For seismic bracing design engage the services of a structural engineer licensed in California.
 - 3. For guidelines regarding seismic bracing for mechanical, electrical and plumbing systems, refer to the Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA), "Guidelines for Seismic Restraints of Mechanical Systems and Plumbing Piping Systems".
- B. Standards and References: (Latest Edition unless specified otherwise)
 - 1. The General Conditions, Supplementary Conditions, and applicable portions of Division 1 apply to the work of this Section as if printed herein.
 - 2. If the year of the adoption or latest revision is omitted from the designation, it shall mean the specification, manual or test designation in effect the date of Notice to Proceed with the Work given.
- C. Submittals: (submit under provisions of Section 01300):
 - 1. Submit shop drawings for all substructures and attachment methods.

2. Submit proposed alternative methods of attachment for review by the Architect, prior to deviating from the requirements given below.
3. For all seismic bracing systems, submit structural calculations and details prepared and signed by the Contractor's licensed engineer which include all resultant forces applied to the building structure. Do not overstress building structure. Calculations will be reviewed for compliance with design criteria, not for arithmetic.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Furnish all substructures and fasteners required to comply with the limitations given below. Use materials as specified in the various sections and as appropriate to the use.
- B. All exterior materials: hot dipped galvanized or stainless steel.

PART 3 - EXECUTION

3.01 GUIDELINES AND LIMITATIONS

- A. The General Contractor shall coordinate the load requirements from all subcontractors so that no combination of loads exceeds the limitations given below without written approval.
- B. Maximum Loading: Attach no loads greater than the following without specific approval of the Structural Engineer.
 1. Metal deck without concrete fill - acoustical tile and gypsum board ceilings only; no piping, ducting or conduit. Maximum ceiling weight - 3.5 psf. Maximum wire hanger load = 60#.
 2. Metal deck with concrete fill - ceilings as indicated for metal deck without concrete fill above, plus electrical conduits, gas piping and ducting not exceeding 3.0 psf. Maximum point load from trapeze = 200 lbs. at 8'-0" cc each way. Mechanical units hung from concrete filled deck shall not exceed 500 lbs.
 3. Steel beams and girders: water and gas piping, electrical conduits, ducting and trapeze of same not to exceed 3.0 psf. Maximum load on a single span = 600#. Mechanical units hung from beams shall not exceed 1000# unless specifically indicated on structural plans.

4. Cast-In-Place concrete slabs - ceilings, piping, conduit and ducts shall not exceed 10 psf. Maximum hanger load 600#. Mechanical units hung from slabs shall not exceed 800#.
5. Wood sawn joists - loads from ceilings, piping, conduit and ducting shall not exceed 5.0 psf. Maximum concentrated load = 300 lbs. per joist.
6. Steel Joists - Loads from ceiling, piping, conduit and ducting shall not exceed 8 psf. Maximum concentrated load = 500 lbs. per joist.

3.02 SEISMIC BRACING

- A. In applying formulas from Chapter 16 of the 2001 CBC the value for I_p (importance factor) shall be assumed to be no less than 1.5. See structural drawings for other seismic factors.
- B. Design and install seismic bracing so as not to ground out vibration and sound isolation items.

END OF SECTION 01049

SECTION 01050

FIELD ENGINEERING

PART 1 - GENERAL

1.01 ENGINEERING REQUIREMENTS:

- A. Provide and pay for field engineering services required for the Project.
 - 1. Survey work required in execution of the Project.
 - 2. Civil, structural or other professional engineering services specified or required to execute Contractor's construction methods.

1.02 RELATED REQUIREMENTS DESCRIBED ON OTHER SECTIONS:

- A. Project Record Documents: Section 01700, Contract Closeout.

1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEER:

- A. Qualified engineer or registered land surveyor, acceptable to Contractor and Architect.
- B. Registered professional engineer of the discipline required for the specific service on the Project, licensed in the state of California.

1.04 SURVEY REFERENCE POINTS:

- A. Existing basic horizontal and vertical control points for the Project are those designated on Drawings.
- B. Locate and protect control points prior to starting the work, and preserve all permanent reference points during construction.
 - 1. Make no changes or relocations without prior written notice to Architect.
 - 2. Report to Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

3. Require surveyor to replace Project control points which may be lost or destroyed. Establish replacements based on original survey control.
4. Report errors in horizontal and vertical dimensions and grades prior to starting Work.

1.05 PROJECT SURVEY REQUIREMENTS:

- A. Establish a minimum of two permanent benchmarks on the site, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Project Record Documents.
- B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:
 1. Site improvements:
 - a. Stakes for grading, fill and topsoil placement.
 - b. Utility slopes and invert elevations.
 2. Batter boards for structures.
 3. Building foundation and column locations.
 4. Controlling lines and levels required for the mechanical and electrical trades.
- C. From time to time, verify layouts by the original methods used.
- D. Layout all Work and be responsible for all lines, elevations and measurements of buildings, utilities, and other Work executed under the Contract.
- E. Verify figures and elevations shown on the Drawings before laying out Work, and be responsible for any error resulting from failure to do so.

1.06 RECORDS:

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. On completion of foundation walls and major site improvements, prepare a certified survey of sufficient detail showing all pertinent dimensions, locations, angles, grades and elevations of construction.

1.07 SUBMITTALS:

- A. Submit name and address of surveyor and professional engineer to Architect.
- B. On request of Architect, submit documentation to verify accuracy of field engineering work.
- C. Submit certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.
 - 1. List non-conforming items separately and provide a detailed explanation or reason for non-conformance. Non-conforming items that have not been previously approved or otherwise waived by the Architect shall be corrected and brought into conformance with the Contract Documents with no additional cost to the Owner or the Contract Amount will be adjusted by Change Order to reflect the cost of correcting the non-conforming work that will be incurred by the Owner.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01050

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 Architect or Owner", "requested by Architect or Owner", etc. However, no such implied meaning will be interpreted to extend Architect or Owner's responsibility into Contractor's area of construction supervision.
- D. Approve: Where used in conjunction with Architect or Owner's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect or Owner's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect or Owner 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 Owner-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

CITY OF SACRAMENTO
STANDARD SPECIFICATIONS

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; 215/299-5400
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
CBC	California Building Code or CRC-California Code of Regulations, Title 24 California Building Standards Commission 1130 K Street, suite 101; Sacramento, CA 95814
CISPI	Cast Iron Soil Pipe Institute 1499 Chain Bridge Rd.; McLean, VA 22101; 703/827-9177
CRSI	Concrete Reinforcing Steel Institute

CITY OF SACRAMENTO
STANDARD SPECIFICATIONS

- 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 Pflingsten 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

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01090

SECTION 01200

MEETINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION:

- A. Project Meetings are held to enable an orderly review of the work as it progresses on a periodic basis (weekly). It also provides an opportunity for systematic discussion of cost, schedule, problems and solutions. The Architect will conduct project meetings throughout the construction period.
- B. The Contractor's relationship with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and are not a part of project meetings content.
- C. Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.

1.03 MEETING RESPONSIBILITIES:

- A. To the maximum extent practicable, advise the Architect at least three (3) working days in advance of project meetings regarding all items to be added to the agenda.
- B. The Architect will compile minutes of each project meeting and will furnish copies to the Contractor. The Contractor may make and distribute such other copies as he wishes.

PART - 2 EXECUTION:

2.01 MEETING SCHEDULE:

- A. Except as noted below the pre-construction meeting, project meetings will be held on a weekly basis or more frequently if required. Meeting dates and times will be coordinated in an effort to allow all parties whose participation is essential.

2.02 MEETING LOCATION:

- A. To the maximum extent practicable, meetings will be held at the job site.

2.03 PRECONSTRUCTION MEETING:

- A. The Architect will conduct the pre-construction meeting which shall be scheduled within ten (10) days after the Owner has issued the Notice to Proceed. It will be attended by authorized representatives of the Contractor, all major Subcontractors, the Architect, the Owner, and other interested parties.
- B. Minimum Agenda: Distribute data on, and discuss:
 - 1. Organizational arrangement of Contractor's forces and personnel, personnel of subcontractors, materials suppliers, Architect, and Owner.
 - 2. Channels and procedures for communications.
 - 3. Construction schedule, including sequence of critical work. A three week schedule will be prepared and updated for each project meeting and utilized by the Contractor as well as the overall project schedule.
 - 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 - 5. Processing of Shop Drawings and other data submitted to the Architect for review. Contractor to provide list of major equipment deliveries and priorities.
 - 6. Project coordination
 - 7. Processing of field decisions and Change Orders.

8. Rules and regulations governing performance of the Work.
9. Procedures and responsibilities regarding Project Record Documents.
10. Procedures and responsibilities regarding operations and maintenance information and training Owner's personnel.
11. Procedures for safety and first aid, security, quality control, housekeeping, and other related matters.
12. Personnel Resumes.
13. Construction Phasing and Cash Flow.
14. Placement of Temporary Facilities and Utilities.
15. Security Procedures
16. Schedule of Major Equipment Suppliers.

2.04 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, Architect, Inspector and Contractor's Superintendent.
- D. Following the billing meeting, prepare formal Application for Payment on City designated forms, and submit to City's Project Manager for certification and approval

2.05 PRE-INSTALLATION MEETINGS:

- A. The Contractor shall conduct a pre-installation meeting at the site before each construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect-Engineer of scheduled meeting dates.

- B. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - 1. Contract Documents.
 - 2. Shop Drawings, Product Data and quality control Samples.
 - 3. Compatibility problems.
 - 4. Time schedules.
 - 5. Weather limitations.
 - 6. Manufacturers recommendations.
 - 7. Compatibility of materials.
 - 8. Acceptability of substrates.
 - 9. Governing regulations.
 - 10. Safety.
 - 11. Inspection and testing requirements.
 - 12. Required performance results.
 - 13. Recording requirements.
 - 14. Protection.

- C. The Contractor shall record significant discussions and agreements and disagreements of each meeting, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect-Engineer.

- D. Do not proceed if the meeting cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the meeting at the earliest feasible date.

2.06 PROJECT MEETINGS

- A. The Architect-Engineer will conduct the weekly project meetings. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspects of the Work are involved.
- B. Minimum Agenda:
 - 1. Review, revise as necessary, and approve minutes of previous meeting.
 - 2. Review progress of the Work since last meeting, including status of submittals for approval.
 - 3. Present and discuss Contractors updated three week schedule.
 - 4. Identify problems which impede planned progress.
 - 5. Develop corrective measures and procedures to regain planned schedule.
 - 6. Discuss changes in the work.
 - 7. Complete other current business.
 - 8. Review Progress Report.
 - 9. Review as-built drawings.
 - 10. Verify procurement activities and discuss associated lead times.

2.07 PRE-INSTALLATION MEETINGS

- A. Responsibilities:
 - 1. Contractor shall prepare and keep records of pre-installation meetings.

2. Architect shall prepare and keep records of all other meetings involving the Owner, Contractor and Architect.
3. The Contractor shall maintain on site a binder containing all the meeting minutes for this project, available for review by the Architect, Owner or Engineers.

**2.08 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, Architect, Project Inspector, Contractor, Contractor's Superintendent, Major Subcontractors, Suppliers and others as appropriate.

PART 3 EXECUTION

Not Used

END OF SECTION 01200

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 SCOPE OF WORK:

- A. Submit construction schedule, shop drawings, submittal schedule, certificates, product data, samples, schedule of values, requests for information, requests for clarification, and products list as specified in this and other Sections.

1.03 RELATED WORK SPECIFIED ELSEWHERE:

- A. Material & Equipment: Section 01600.
- B. Warranties: Section 01700.
- C. Record Drawings: Section 01700.
- D. Operating & Maintenance Manuals: Section 01700.
- E. Progress Schedules: Section 01310.
- F. Substitution Requests / Equals: Section 01630.

1.04 GENERAL REQUIREMENTS:

- A. The Contractor shall be solely responsible for submittal dates and delivery of the required number of submittals to the Architect. Delays in work occasioned by late submittals, necessity of re-submittal, or performing Work from submittals unfavorably reviewed shall not be cause for increase in Contract Amount or for time extension.
- B. Contractor shall review, stamp with his approval, and submit with reasonable promptness and in orderly sequence so as to cause no delay in work or in work of any other contractor, submittals required by Contract Docu-

ments or subsequently by Architect in order to evaluate substitutions. Shop drawings and samples shall be properly identified. At time of submission, Contractor shall inform Architect in writing of any deviation in submittals from requirements of Contract Documents.

1. Architect's review of submittals shall not relieve Contractor of responsibility for any deviation from requirements of Contract Documents unless Contractor has informed Architect in writing of such deviations at time of submission, and Architect has given approval to specified deviation. Architect's review shall not relieve Contractor from responsibility for errors or omissions in Submittals.
 2. Prior to submittal for City review, fully coordinate material as follows:
 - a. Determine and verify field dimensions, conditions, materials, catalog numbers and similar data.
 - b. Coordinate as required with the various types of Work and public agencies involved.
 - c. Secure necessary approvals from public agencies and others and signify by stamp or other means that approvals have been secured.
- B. By approving and submitting submittals, Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each submittal with requirements of work and of Contract Documents. Submittals shall be forwarded so as to allow Architect ample time for review. Failure on the part of the Contractor to submit timely for reviews to allow the work to continue shall not be grounds for time extensions or changes to the contract amount. Selected contractor may deliver submittals to Architect 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.
- C. Contractor shall resubmit unfavorably reviewed submittals after making any changes required so that submittals will comply with the Contract Documents. When resubmitting, Contractor shall direct specific attention to deficient areas.
1. If any proposed substitution or equal material, equipment or method is judged by the Architect to be unacceptable, the specified item shall be provided. Further proposals for substitutions or equals for that item will not be allowed unless specifically requested by the Architect.

- D. One set of each favorably reviewed submittal shall be kept on the job at all times, available for ready reference.
- E. No portion of work requiring a submittal shall begin until the submittal for the work has been favorably reviewed by Architect. All work shall be in accord with favorably reviewed submittals. If conflict arises between favorably reviewed submittals and Contract Documents, no work shall begin until such conflict is resolved in writing. Submittals shall as required in the sections of the specifications. See individual sections for samples etc., but submit numbers of submittals per this section.
- F. The Architect shall determine adequacy and completeness of all submittals. Where the Architect deems a submittal to be inadequate, incomplete, or otherwise unsuitable for proper review, the Contractor shall submit all additional information requested by the Architect. There shall be no change to the Contract Time or to the Contract Cost when such additional information is requested by the Architect.
1. The Architect shall review the Shop Drawings; stamp and indicate the appropriate status, mark required revisions.
 2. The Contractor shall 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.
 3. Only those Shop Drawings which bear stamps showing final review of the Contractor, City and Architect, shall be used.
- G. Identification of the submittal shall be as follows:
1. Identify each submittal and re-submittal with the following information:
 - a. Project name and address as they appear on the Contract Documents.
 - b. Contractor's name and address and Subcontractor's or supplier's name and address.
 - c. Contractor's stamp with initials or signature, certifying review and approval of submittal, compliance with Contract Documents and verification of field measurements.
 - d. Name and telephone number of contact for additional information regarding the submittal.

- e. Drawing and Specification Section numbers to which the submittal applies.
- f. Whether it is an original or a re-submittal.
- g. Date of submission.

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 - DEFINITIONS

2.01 GENERAL:

- A. The term "submittal" is defined to include the product data, material list, shop drawings, and samples as herein described.
- B. The term "favorably reviewed" means submittals have been reviewed by the Architect and copies returned to the Contractor marked "No Exceptions Taken" or "Make Changes Noted".
- C. The term "Unfavorably reviewed" means submittals reviewed by Architect have been stamped "Revise & Resubmit", "Submit as Specified", or "Rejected".
- D. An "equal" is defined as material, equipment or method which is equivalent in every aspect to the material, equipment or method specified in the Contract Documents, as determined solely by the Architect. See Section 01630.
- E. A "substitution" is defined as a material, article, product or item offered in lieu of that specified in the Contract Documents, which may differ substantially from that specified. To be accepted, substitutions shall, in the opinion of the Architect, fully satisfy the intent of the Specifications. See Section 01630.

2.02 PRODUCT LIST:

- A. The product list is a complete listing of all materials and equipment to be furnished under this Contract. The list shall present the materials and equipment in the same sequence as they appear in the Specifications and shall include the manufacturer's name as well as catalog number, size, etc. The phrase "as specified" is not acceptable.
- B. Mechanical and Electrical submittals shall be submitted separately.
- C. Samples: Refer to Article 3.06.E above.

2.03 SHOP DRAWINGS:

- A. Shop drawings are drawings, illustrations, diagrams, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor, and which illustrate some portion of the work.

2.04 SAMPLES:

- A. Samples are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship, and to establish standards by which the work will be judged.

2.05 CONSTRUCTION SCHEDULE AND SUBMITTAL SCHEDULE:

- A. Construction Schedule:
 - 1. Content: Show product and installation dates for major products. Show dates for enclosing interior space, mechanical system completion, substantial completion, final completion, and Owner occupancy.
 - 2. Format:
 - a. Schedule format shall be Graphic Critical Path Method (CPM), (Microsoft Project), no substitutions allowed
 - b. The graphic schedule shall be revised and resubmitted monthly with the pay request for review and approval by Architect and Owner and be kept reasonably current.
 - c. Schedule: Schedule shall break down major trades, such as carpentry, millwork, concrete work, kitchen equipment, plumbing, electrical and heating and ventilating to indicate rough and finish work. List all subcontractors, show time of material and equipment submittals for Architect's review and

allow approximately seven (7) working days for review when the submittal is for the Architect alone, and fifteen (15) days each when consultants are involved.

- d. Monitoring: Schedule shall be monitored weekly to reflect changes, and revisions shall be incorporated and distributed monthly with the pay request.
- e. Scale and Spacing: To provide space for notations and revisions.
- f. Updating: Indicate progress of each activity, show revised completion dates. Provide listing of current and anticipated accelerations and delays. Describe proposed corrective action when required.
- g. Submit initial schedule within fifteen (15) working days after date of Owner-Contractor Agreement. After review, resubmit required revised data within ten (10) days. Two up-dated opaque reproductions shall be submitted every month with the pay request unless up-date revisions significantly impact the work and require coordination with the Architect for scheduling submittal review or construction observations.
- h. See Section 01311 for Project Schedule requirements

B. Submittal Schedule:

- 1. Provide separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished products and dates reviewed submittals will be required from Architect. Show decision dates for selection of finishes.
- 2. Submit within thirty-five (35) days after date of Owner-Contractor Agreement.
- 3. Identify which products the Contractor proposes to submit by "Statement of Conformance".

2.06 PRODUCT DATA:

- A. Where the specific catalog number and manufacturer specified will be furnished, the Contractor may, when acceptable to the Architect, submit a statement of conformance with the Contract Documents in place of the product data. Such a statement shall contain a statement that the Contractor has determined and verified all field measurements, field construc-

tion criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated all related items with requirements of the work and of the Contract Documents and has determined them to be correct and adequate for proper execution and installation of the subject product.

1. In such cases, where a statement of conformance is not an acceptable alternative to a full submittal of product data the Contractor shall submit such information required by the Contract Documents and deemed adequate by the Architect to review the subject product. There shall be no change to the Contract Time or to the Contract Cost when such a full submittal is requested by the Architect.
 2. In such cases, health and safety related information shall still be submitted for posting, if appropriate and/or if requested by the Architect.
- B. Product data consists of manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other descriptive data on products and systems including health and safety related information.
1. Copies of favorably reviewed product data shall be kept at the job site available for review.
 2. Product data shall include all required and pertinent product information regarding safety, handling, storage, application, and health and environmental hazards, and shall include related protective, preventive, or medical treatment.
 - a. Such product information shall be kept at the job site available for review and shall be in both written and graphic forms using universal symbols.
 - b. The information shall be displayed in prominent locations in accordance with the appropriate regulations.

2.07 LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS:

- A. Within (5) five calendar days after award of Contract, the Contractor shall submit to the Architect a list of the Subcontractors with their addresses and phone numbers, including the names of the manufacturers of the finish items and material suppliers. The list shall contain all materials where a selection of color, finish, or texture is required to be selected by the Architect as noted in the individual sections of the Specifications.

2.08 SUBSTITUTIONS:

- A. Substitution proposals will only be considered prior to Bidding, unless a substitution becomes required during the construction period due to circumstances beyond the control of the Contractor or their Sub-Contractors. See Section 01630 for substitution requirements.

2.09 EQUALS:

- A. Where the terms "or equal", "approved equal" or "or approved equal" occur, it shall be interpreted to mean pre-approval is required, prior to bid.
- B. The material or process considerations for being considered as an equal shall be as defined in Section 01630.
- C. Contractor shall certify that each product submitted as an equal is considered as asbestos free in accordance with all applicable regulations of Federal, State and Local Authorities and Regulatory Agencies.

2.10 PRE-APPROVAL OF EQUALS:

- A. Only those items, materials, equipment, methods or processes identified as "or equal", "approved equal" or "or approved equal" will be evaluated for pre-approval. See Section 01630.

2.11 REQUESTS FOR CLARIFICATION OR REQUESTS FOR INFORMATION:

- A. Definition: Contractor requests, in writing, Requests for Information or Requests for Clarification. Also known as an R.F.I. or R.F.C.
- B. RFI's or RFC's are issued by the General Contractor to the Architect. RFI's or RFC's shall not be issued directly from sub-contractors. Sub-contractors' requests in writing shall be communicated through the General Contractor. The RFI's or RFC's shall be numbered consecutively by the General Contractor, with date of issue.
- C. RFI's or RFC's can be issued in only one of the following conditions:
 - 1. The Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.
 - 2. The Contractor discovers what appears to be a conflict or discrepancy between portions of the Contract Documents that appear inconsistent and not reasonably inferred in the intent of the Contract Documents.

3. The Contractor discovers what appears to be an omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.
- D. RFI's or RFC's shall not be recognized or accepted if one of the following conditions exists in the opinion of the Architect:
1. The Contractor submits the RFI or RFC as a request for substitution (Refer to Section 01630).
 2. The Contractor submits the RFI or RFC as a submittal (Refer to Submittal Policy, above).
 3. The Contractor submits the RFI or RFC under the pretense of Contract Document discrepancy or omission without thorough review of the Documents.
 4. The Contractor submits the RFI or RFC in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than whole.
 5. The Contractor submits an RFI or RFC in an untimely manner without proper coordination and scheduling of work or related trades.
 6. RFI's or RFC's will not be recognized as a change or modification of scope, cost or time to the Contract Documents.
- E. RFI's or RFC's time of issue and response: The Architect will endeavor to answer all requests as described in 2.11, C in a reasonable time frame. A period equal to the time that the sub-contractor and General Contractor use in developing the RFI could be recognized as an approximate, equal period of time for the Architect to respond back to the Contractor. In most cases, RFI's and RFC's will receive a response within seven (7) working days (excluding Saturdays and Sundays) if the RFI or RFC is related to architectural only. If the RFI or RFC relates to consultant drawings 15 days shall be required. In a small number of instances, this time may need to be lengthened, or shortened for emergency situations as mutually agreed by all parties. The Contractor is to submit RFI's or RFC's in a reasonable time frame so as not to interfere or impede the progress of work and coordination of related trades.
1. RFI's and RFC's received after 12:00 noon shall be considered as having been received on the following working day.

2. RFI's and RFC's received after 12:00 noon on a Friday shall be considered as having been received on the following Monday. When the following Monday is a holiday, the following Tuesday shall be considered as the next working day.
- F. RFI's or RFC's will be answered in writing by the Architect and may not, in themselves, initiate modifications to the Contract Documents.

PART 3 - EXECUTION

3.01 CONTRACTOR'S RESPONSIBILITIES, GENERAL:

- A. Review submittals prior to submission and provide stamp of approval signed or initialed by Contractor, indicating the Contractor has inspected the submittals, and certifying that they are complete, correct, in compliance with the Contract Documents and suitable for the Project.
- B. Make submittals minimum of thirty (30) days before needed return in accordance with Construction Schedule. Submission shall be by or through Contractor only.
- C. Submit submittals required by each Specification Section to Architect. Notify Architect in writing at time of submission of deviation in submittals from requirements of Contract Documents.
- D. Architect will require a minimum of seven (7) sets for each submittal for review and processing and a reproducible for copying by the Contractor at his expense after being favorably reviewed. Additional copies may be required for certain submittals ie: deferred submittals etc.. The Contractor shall coordinate number of individual submittal sets with the Architect.

3.02 PRODUCT LIST:

- A. The Contractor shall submit seven copies of the products list to Architect within thirty (30) calendar days following award of the Contract.
- B. Submit a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor. Refer to Section 01600.

3.03 SHOP DRAWINGS:

- A. Submit shop drawings showing connections, details, dimensions, finishes and fasteners.

1. Identify related shop drawings, which shall be submitted at a later date.
- B. Submit shop drawings where required by various sections of the Specifications and when requested by Architect to evaluate a proposed substitution or method. Unless otherwise specified or requested, submit specified number plus additional required by Contractor.
 1. Where testing laboratory or other special inspection is specified, requested, or required by local authority, submit two (2) additional copies.

3.04 SAMPLES:

- A. Submit samples of size and quantity specified, or of sufficient size and quantity to illustrate clearly the functional characteristics of product, material, or system with integrally related parts and attachment devices.
- B. Pay costs of samples and prepay deliver charges.
- C. Unless otherwise indicated, submit a minimum of two (2) samples.

3.05 PRODUCT DATA:

- A. Submit the amount of product data for each product or system to obtain acceptable review.
- B. Identify data sheets with the section and paragraph numbers where the product or system is specified.
- C. Bind product data submittals in indexed loose-leaf notebook binding system.
- D. Equipment and systems must meet performance data even when specified by manufacturer's name and catalog number.
- E. Provide list of product data which will be submitted after the original submittal of the notebook binding system.

3.06 ARCHITECT'S RESPONSIBILITIES FOR REVIEW:

- A. Architect will review submittals reasonably promptly so as to cause no delay, and will review only for conformance with design concepts of Project and with requirements of the Contract Documents.

1. The Architect shall require ten (10) working days for the review of adequate submittals for all items that involve the Architect only, and 15 days for items involving a consultant. The review period will not commence until the complete submittal is received by the Architect. The review period for deferred submittals shall be longer as they require approval from the City. The Contractor shall allow sufficient lead time, (a minimum of 45 days) for these reviews. The actual time may be shorter or longer.
 2. Large or complex submittals may require additional review time. In such cases the Architect shall notify the Contractor in writing, within the initial ten (10) working day review period, of the additional time for review of the submittal. There shall be no change to the Contract Time or to the Contract Amount when such additional review time is required.
 3. Special reviews or reviews requiring a shorter review time than that specified above may be granted by the Architect to facilitate the Construction Schedule. Such special review or reduced review time submittal reviews will be granted solely at the discretion of the Architect, who's decision will be final.
 4. Review and processing time required for Deferred Approval by Sacramento City will be excluded from time limitations, but will be processed as expeditiously as possible.
 - a. No change to the Contract Amount or the Contract Time will be permitted should the work be delayed due to the time required to obtain reviews of Deferred Approval items by Sacramento City.
 - b. The Owner may grant a time only extension when the work is delayed by the time required to obtain Deferred Approvals, when such delay is beyond the control of the Architect or the Contractor, and when such a delay is not caused by an inadequate, incomplete or otherwise unacceptable Deferred Approval submittal.
- B. Architect's review of a separate item shall not indicate acceptance of an assembly in which item functions.
- C. Submittals without Contractor's stamp will be returned without disposition. Delays resulting therefrom shall be Contractor's responsibility.

- D. Architect will return only two (2) copies of submittals marked "Revise & Resubmit," "Rejected" or "Submit Specified Item" to Contractor. Resubmittal shall be made in the number of copies as were originally submitted.
- E. One (1) favorably reviewed sample will be returned to the Contractor and shall be kept on the job site until completion, available for ready reference.
 - 1. Unfavorably reviewed samples will not be returned. Contractor shall be notified in writing by Architect of reason(s) for rejection of submitted sample.

3.07 SUBMITTALS AND SAMPLES AT THE SITE:

- A. One (1) copy of each favorably reviewed submittal shall be kept on the job site until completion, available for ready reference.
- B. No submittals reviewed and marked "Revise and Resubmit", "Rejected" or "Submit Specified Item" shall be kept at the job site.
- C. Samples: Refer to Article 3.06.E.

3.08 CORRECTIONS:

- A. Immediately incorporate all required corrections in the submittals and re-submit for further review, if required. Resubmit in number of copies as were originally submitted.

END OF SECTION 01300

SECTION 01311
SCHEDULES AND REPORTS

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. The Work under this Contract will be planned, scheduled, executed and reported using the Critical Path Method (after this called CPM).
- B. The Contractor is required to comply with all procedures specified herein and with any reasonable changes that may be necessary, in the opinion of the Architect, during the Contract duration.
- C. The system shall comprise network diagrams, summary bar charts, and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and the entire project summary.
 1. Diagrams shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram will be followed to show how the start of a given activity is dependent on the completion of preceding activities and how its completion restricts the start of following 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. Network activities shall include the following:
 - a. all construction activities.
 - b. submittals and approvals of materials and shop drawings.
 - c. the procurement , fabrication, and installation of critical materials and equipment.
 - d. all activities of the City or others that affect progress.
 - e. actions which must be complete prior to start of construction, for example, progress schedule approval, quality control program approval, and so forth.
 - f. activities for separate buildings and/or features shall be identified and grouped on the network and the interdependence of these groups shall be shown.
 - g. individual system startup and operation testing.

- h. Substantial Completion activity shall be shown comprising requirements specified in Division I to occur prior to the completion date.
 - i. contract required dates for completion of all or parts of the work
 - j. Final completion and acceptance activity late finish shall not exceed thirty days after substantial completion.
3. Show the following information on the diagrams for each activity: Preceding and following event numbers, description of the activity, and activity duration in calendar days. In calculating activity durations, Saturdays, Sundays, holidays, and normal inclement weather shall be considered. The network diagram shall conform to the standards demonstrated in the sample attached at the end of this Section.
4. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information will be furnished as a minimum for each activity.
 - a. preceding and following event numbers;
 - b. activity description;
 - c. estimated duration of activities;
 - d. earliest start date (by calendar days);
 - e. earliest finish date (by calendar days);
 - f. actual start date (by calendar days);
 - g. actual finish date (by calendar days);
 - h. latest start date (by calendar days);
 - i. latest finish date (by calendar days);
 - j. slack or float (in calendar days);
 - k. percentage of activity completed; and
 - l. Contractor's earnings based on portion of activity completed.
5. The mathematical computation shall compile the total value of completed and partially completed activities; and subtotals from separate buildings or features. The system shall also be capable of accepting revised completion dates as modified by approved time adjustments, shall re-compute all dates and float accordingly.
6. The analysis shall list the activities in sorts or groups as follows:

- a. by the preceding event number from lowest to highest and then by the order of the following event number;
 - b. by the amount of slack, then in order of preceding event number;
 - c. in order of latest allowable start dates, then in order of preceding event numbers, and then in order of succeeding event number; and
 - d. in order of latest allowable finish dates, then in order of preceding event numbers.
 - e. by responsibility in order of earliest allowable start dates;
7. Obtain information from subcontractors and others necessary to establish logic relationships, and durations. Resource loading is not required for activities other than those of the contractor and subcontractors.
 8. Resource Loading: Each activity shall have a corresponding schedule of quantities of labor, materials, equipment, and other resources directly incorporated into the activity.
- D. All milestones or Specific Completion Dates listed in these specifications, or elsewhere in the Contract Documents, represent only the major items of construction/erection work or interface dates. The Completion Dates are considered essential to the satisfactory performance of this Contract and to the coordination of all work on the project.
1. The Specific Dates listed represent the latest allowable completion dates. Earlier completion dates may be established as agreed by the Contractor, the Architect and the Owner.
- E. Should the Contractor plan to complete the Work earlier than any required Milestone or Completion date, the Owner or the Architect shall not be liable to the Contractor for any costs or other damages if the Contractor is unable to complete the Work before such Milestone or completion date.
- F. The Contractor shall provide and input all information required for development of the schedule for the work according to the requirements of this Section.
- G. The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the City. Resubmit any revisions necessary as a result of this review for approval by the City within fifteen (15) 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, for requesting payment for work accomplished, and as the basis for any discussion or negotiation of time extensions. 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 portion of the detailed diagrams and mathematical analysis 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 duration, or variation in the logic sequence of activities creates a reasonable doubt, in the City's opinion, as to the contractor's ability to meet the contract completion date or dates; or which reflects a change in the logic relationships of activities on the critical path.

- H. The purpose of the project schedule and the planning meeting shall be to:
 - 1. Assure adequate planning, scheduling and reporting during execution of the contract;
 - 2. Assure coordination of the work of the Contractor and the various subcontractors and suppliers;
 - 3. Assist the Contractor in monitoring the progress of the work and evaluating proposed changes to the Contract;
 - 4. Assist the Contractor in the preparation and evaluation of the Contractor's monthly progress payments.
- I. Should the Contractor choose to have an outside scheduling consultant prepare the initial schedule, the Contractor understands and agrees to comply with all requirements of this Section.

1.02 POST AWARD ACTIVITIES

- A. Network Requirements
 - 1. Within fifteen (15) calendar days of the Notice to Proceed, the Contractor shall submit to the Architect for review and comment, a CPM Schedule in precedence form for the construction/erection work scope. The Contractor shall provide three hardcopies and one electronic copy. Each succeeding submittal of the schedule will have the same requirements for number and type of submittal as the first. **The scheduling program shall be Microsoft Project, no substitutions will be allowed.** The CPM Schedule shall provide a complete and detailed sequence of operations of the Work within the time limits specified in the Contract.

- a. The CPM Schedule diagram shall include:
- (1) The order and interdependencies of the Contractor's activities and the major points of the interface or interrelation with the activities of others, including Specific Dates for completion. The following criteria shall form the basis for assembly of the logic:
 - (a) What activity must be completed before a subsequent activity can be started?
 - (b) What activities can be done concurrently? This includes activities with Start-to-Start and Finish-to-Finish relationships with or without leads and lags.
 - (c) What activity must be started immediately following a completed activity?
 - (2) Activities should be linked between major area separations of the project so that the individual areas do not imply complete independence. The critical path should run through all major areas, since the entire project must be completed.
 - (3) Conformance with and identification of the Specific Dates specified in the Contract Documents.
 - (4) The description of work by activity.
 - (5) Off site activities: The Contractor shall include in the CPM Schedule all procurement activities, which lead to the delivery of materials to the site. Upon written approval from the Architect, these activities may be submitted as a separate Off-Site Activities Schedule, properly correlated to the CPM Schedule. The Schedule of Off-Site Activities shall include the following:
 - (a) Dates for submittals, ordering, manufacturing or fabricating, and delivery of equipment and materials. Long lead items requiring more than one month between ordering and delivery to the site shall be clearly noted;
 - (b) All significant Contractor activities during the fabrication and erection/installation in a Contractor's plant or on a job site,

- including materials / equipment purchasing, and delivery;
- (c) Contractor's drawings and submittals to be prepared and submitted to the Architect.

The Contractor shall be solely responsible for expediting the delivery of all material to be furnished by him so that construction progress is maintained according to the current Schedule for the Work.

Submittals, equipment orders and similar items are to be treated as Schedule activities, and shall be given appropriate activity numbers.

- (6) Delivery of Owner-furnished material and equipment.
- (7) Shop fabrication and delivery.
- (8) Critical Path (or Paths).
- (9) Testing of equipment and materials.

B. The identity, duration and logic of activities comprising the CPM Schedule shall meet the following criteria:

1. Activity boundaries shall be easily measurable and descriptions shall be clear and concise. Do not preface activity descriptions with "Begin" or "Complete." The beginning and end of each activity shall be readily verifiable, and progress should be quantifiable.
2. Responsibility for each activity shall be identified with a single performing organization.
3. The cost component for each activity shall be provided. The sum of the activity cost components shall equal the contract price. No costs, however, shall be assigned to manufacture or delivery activities.
4. Potential problems or constraints related to the implementation of the construction plan shall be identified in writing.
5. Seasonal weather conditions, utility coordination, no-work periods, expected job learning curves, and other foreseeable delays to activities shall be considered and included in the planning and scheduling of all work. Seasonal weather conditions shall be based upon the historic weather records published for the local Contractors by National Data Centers.
6. Maximize Start-To-Start and Finish-To-Finish activity relationships. Overlapping activities minimizes out-of-sequence problems that arise when most relationships are Finish-To-Start with zero lead or lag.

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7. Imposed completion dates for events other than the Specified Completion Dates will not be permitted.
8. The level of detail of the CPM Schedule shall be such that activity durations over fifteen (15) working days shall be kept to a minimum except for non-construction activities such as shop drawing and sample submittals, fabrication and delivery of materials and equipment, delivery of equipment, concrete curing, and General Conditions activities, or with the approval of the Architect. The Architect has final approval of, and can request further breakdowns of activities, in order to facilitate tracking and accuracy of pay requests.
9. The CPM Schedule shall show an early completion date for the project that is not later than the project's required completion date. All activity durations shall be given in working days. The CPM Schedule also shall show the following for each activity:
 - a. Interfaces with the work of outside contractors, e.g., utilities, power, and with any separate contractor.
 - b. Description.
 - c. Estimated duration.
 - d. Early start (by calendar date).
 - e. Late start (by calendar date).
 - f. Early finish (by calendar date).
 - g. Late finish date (by calendar date).
 - h. Total float available in workdays.
 - i. Actual start date (by calendar date).
 - j. Actual finish date (by calendar date).
 - k. Activity code(s).
 - l. The Critical Path for the project, with said path of activities being clearly and easily recognizable on the time-scaled CPM Schedule Diagram. The relationship between all non-critical activities and activities on the Critical Path shall be clearly shown on the CPM Schedule Diagram.
 - m. The dollar value of each activity, not exceeding \$20,000.
 - n. The responsibility code for the Contractor or Subcontractor performing each activity or portion of the activity.
 - o. The percentage complete of each activity in progress or completed whether manually input or computer calculated.
 - p. An activity related to "Punchlist" will be incorporated into the schedule and schedule of values in an amount not less than 1% of total contract amount.

Payment for this activity will be made upon satisfactory completion of all punchlist work.

C. Submittals

1. Within fifteen (15) calendar days after Notice to Proceed, the Contractor shall submit to the Architect for review and comment, a CPM Schedule in precedence form for the construction/erection work scope. The submittal of the contract scheduling documents shall include:
 - a. A plotter-generated time-scaled network diagram showing activity descriptions, durations and relationships between activities. The critical path should be easily identifiable.

D. Approval Process

1. The Architect will review the Contractor's Schedule, and shall have five (5) working days to review and comment in writing.
2. The Contractor shall revise and resubmit the Schedule as soon as practical but in all cases within fourteen (14) calendar days. The Architect will have three (3) working days to review and comment on the revised Schedule.
3. Once the Schedule is approved, it will become the official Project Schedule and will be used to monitor progress of the Work, subject to such revisions made to the Schedule as provided for herein or in the Contract Documents, and to support requests for payment.
4. Acceptance by the Owner of the Contractor's CPM Schedule shall not relieve the Contractor of the responsibility for accomplishing the Work within every Contract-required Milestone and Completion date. The Owner disclaims any obligation or liability due to acceptance of the CPM Schedule.
5. If the Contractor fails to provide the schedules within the time prescribed, or revisions to the schedule within the requested time, the Owner may withhold approval of payment until the Contractor submits the required information.

1.03 UPDATES

- A. The Contractor understands and agrees that their schedule is intended to accurately reflect at all times the status of the Project construction. The Contractor also understands and agrees that updating the schedule is a key component of this requirement and will make every reasonable effort to provide current information.

- B. Throughout the progress of the Work, the Contractor shall prepare and maintain a two-week manual bar chart field schedule reflecting the schedule of work activities accomplished for the previous week and the work scheduled for the forthcoming two weeks. This manual field schedule shall be updated weekly.

1.04 PROGRESS PAYMENTS

- A. The submission and approval of progress updates and the calculations of the value of work done for any given pay period for each activity based on the percentage complete for that activity less the amount previously paid for past percentages complete and percent of retainage shall be an element of the evaluation of Progress Payments.
- B. No payment for work will be approved until the Contractor has complied with the provisions of this Section.
- C. An initial application for Payment for expenditures not directly related to Work accomplished at the project will be allowed before the acceptance of the Contractor's schedule. This payment will be limited to such items as Permits, Bonds, Mobilization, and Insurance. Requests for payment for work items not included above will be denied without an approved schedule.

1.05 RECOVERY SCHEDULE

- A. In the event that certain activities shown on the Contractor's CPM Schedule fall behind to the extent that any of the specific Dates are in jeopardy, the Contractor shall be required, at no extra cost to the Owner, to prepare and submit to the Architect a supplementary Recovery Schedule, in a form and detail appropriate to the need, to explain and display how he intends to reschedule those activities to regain compliance with the CPM Schedule during the immediate subsequent pay period.
- B. The Contractor shall do the following, after determination of the requirement for a Recovery Schedule:
 - 1. Within three (3) calendar days, the Contractor shall submit a Recovery Schedule for acceptance to the Architect. The Recovery Schedule shall be prepared to similar level of detail as the CPM Schedule and shall have a maximum duration of one (1) month.
 - 2. Any revisions necessary because of this review shall be resubmitted by the Contractor for acceptance within two (2) calendar days of the conference. The approved Recovery Schedule shall then be the Schedule that the Contractor shall use in planning, organizing, directing, coordinating, performing and executing the Work (including all activities of subcontractors, regain compliance with the CPM Schedule.

equipment vendors and suppliers) for its one (1) month duration.

1.06 REVISIONS REQUESTED BY CONTRACTOR

- A. The Contractor understands and agrees that their schedule is intended to accurately reflect at all times the status of the Project construction. The Contractor also understands and agrees that changes or revisions to the schedule are key components of this requirement and will make every reasonable effort to provide information as quickly as possible so that the CPM Schedule accurately reflects current conditions.
- B. Should the Contractor, after approval of the initial CPM Schedule want to change the plan of construction, he shall submit the requested revisions to the Architect including a description of the logic for rescheduling the work, methods of maintaining adherence to intermediate milestones and specific dates and the reasons for the revisions.
- C. The Contractor shall revise the schedule to include the effect of changes, acts of God or other conditions or events that have affected the CPM Schedule. The Architect will have three (3) working days to review and either approve the change or reject the change in writing to the Contractor. If the requested changes are approved by the Architect they will be incorporated by the Contractor into the CPM Schedule in the next reporting period.
- D. When the Owner orders changes by Change Order that have the potential to impact the Contract Milestones or Specific Dates stipulated, the Contractor shall provide (when owner requests) a revised schedule indicating possible impacts. Should the Owner accept the change, it will be incorporated into the CPM Schedule by the Contractor.
- E. Neither the updating or revision of Contractor's Detailed Construction Schedule nor the submission, updating, change or revision of any report or schedule for Owner's review or non-objection of any such report or schedule, have the effect of amending or modifying, in any way, the contract Time, any Contract Completion Date, or Contract Milestone Dates or of modifying or limiting in any way contractor's obligations under this Contract.
- F. If at any time during the construction, it appears to the Architect that the Contractor's schedule no longer represent the actual prosecution and progress of the work, the Architect will request in writing a revision to the schedule. Any "out of sequence progress" problems will be considered evidence that the schedule needs revising. The Contractor then has three (3) working days to respond to that written request. In the event the Contractor does

not agree with the conclusion of the Architect regarding the schedule status of the project, it shall be resolved in accordance with the disputes clause of the contract.

- G. Failure to furnish any required submittal or information specified herein shall constitute a cause for withholding any part of progress payments.

1.07 FLOAT TIME

- A. Float or slack time is the amount of time between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date of a chain of activities on the CPM Schedule. Float or slack time is not for the exclusive use or benefit of either the Contractor or the Project. Contractor's work shall proceed according to start dates, and Architect shall have the right to reserve and apportion float time according to the needs of the project.

1.08 DELAYS AND TIME EXTENSIONS

- A. When the Contractor experiences change orders or delays and the Contractor requests an extension of time, the Contractor shall submit to the Architect a written Time Impact Analysis illustrating the impact of each change or delay on the current contract schedule completion date. The activity times used in the Time Impact Analysis shall be those included in the latest project schedule update.
- B. Extensions of time for performance as described in the Contract Documents will be granted only to the extent that time adjustments for the activity or activities affected by any condition or event that entitles the Contractor to a time extension exceed the total float or slack along the path of activities affected at the time of Notice to Proceed of a Change Order or the commencement of any delay or condition for which an adjustment is warranted under the Contract Documents.
- C. Each Time Impact Analysis shall be submitted within five (5) calendar days after a delay occurs or notice of direction for proceeding with a change order is given to the Contractor. If the contractor does not submit a Time Impact Analysis within the specified time period, the Contractor's rights to any additional time and cost are waived.
- D. Approval or rejection of each Time Impact Analysis shall be made within five (5) calendar days after receipt, unless subsequent meetings and negotiations are necessary. A copy of the approved Time Impact Analysis signed by the Owner and the Architect will be returned to the Contractor for incorporation into the schedule. The changes to the schedule will be incorporated into the Project

Schedule during the first update after agreement is reached on the Time Impact Analysis.

- E. In the event the Contractor does not agree with the decision of the Owner regarding the impact of a change or delay, it shall be resolved in accordance with the disputes clause of the contract.

1.09 COORDINATION

- A. The Contractor shall coordinate the work with that of the other contractors and shall cooperate fully with the Project Manager in maintaining orderly progress toward completion of the Work as scheduled.
- B. Failure of Owner-furnished equipment and materials to arrive as scheduled, or failure of other construction contracts to meet their schedule, shall not be justification for an extension of time, except where such failure causes, in the opinion of the Architect, an unreasonable delay in the Contractor's work, in which case the provisions of the General Conditions regarding extensions of time and extra work shall apply.
- C. The Contractor shall keep itself and subcontractors advised always while the work is progressing regarding delivery status of Owner-furnished equipment and material and of the progress of construction work being performed under separate contracts.
- D. The Contractor shall involve all applicable Subcontractors in the schedule development, updating, and revisions, if required.

1.10 DEFAULT

- A. Failure of the Contractor to comply with the requirements of this Section shall constitute reason that the Contractor is failing to prosecute the Work with such diligence as will insure its completion within the Contract items and may be considered as one of the grounds for termination by the Owner.

1.13 DAILY CONSTRUCTION REPORTS

- A. The Contractor shall prepare and submit to the Architect a daily construction report, recording the following information concerning events at the site. Keep a copy at the site in a separate binder and submit duplicate copies to the Architect:
 - a. List of subcontractors at the site.
 - b. Approximate count of personnel per trade at the site.
 - c. High and low temperatures, general weather conditions.
 - d. Accidents and unusual events.
 - e. Meetings and significant decisions.
 - f. Stoppages, delays, shortages, losses.
 - g. Meter readings and similar recordings.
 - h. Emergency procedures.

- i. Orders and requests of governing authorities.
- j. Change Orders received, implemented.
- k. Services connected, disconnected.
- l. Equipment or system tests and start-ups.
- m. Partial completions, occupancies.
- n. Substantial Completions authorized.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01311

SECTION 01313
CERTIFICATION OF COMPLIANCE

The Contractor does hereby certify that all work has been performed and materials supplied in accordance with the drawings, specifications and Contract Documents for the above Work, and that:

No less than the prevailing rates of wages as ascertained by the governing body of the Contracting agency has been paid to laborers, workmen and mechanics employed on this Work;

There have been no unauthorized substitutes of Subcontractors; nor have any subcontractors been entered into without the names of the Subcontractors having been submitted to the Owner prior to the start of such subcontracted work;

No subcontract was assigned or transferred or performed by any Subcontractor other than the original Subcontractor, without prior notice having been submitted to the Owner together with the names of all Subcontractors;

All claims for material and labor and other service performed in connection with these specifications have been paid;

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument this day _____, 2____.

Firm Name _____

Signature _____

Title _____

(Attest) _____

(SEAL IF BIDDER IS A CORPORATION)

As determined necessary, evidence of compliance may be required to be submitted with and made a part of this Certificate of Compliance.

SECTION 01313
CERTIFICATION OF COMPLIANCE

PART 1 GENERAL

1. No final payment shall be made until the Contractor files with the Owner, prior to acceptance of the Work, a notarized Certification of Compliance in the following form.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01313

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Submit, to the Architect shop drawings, product data and samples required by Specifications Sections or as specifically requested by Architect.
- B. Related requirements specified elsewhere:
 - 1. Section 01311: Project Schedule
 - 2. Section 01700: Contract Closeout:
 - 3. Section 01780: Record Documents
- C. The Contractor shall prepare and submit to Architect with Construction Schedule, a separate schedule listing dates for submission of all required shop drawings, product data and samples, tied into Construction Schedule with appropriate logic.

1.02 SHOP DRAWINGS

- A. Original drawings, prepared by Contractor, subcontractor, manufacturer, supplier or distributor, which illustrate some portion of the Work showing fabrication, layout, setting or erection details.
- B. Shop drawings shall be prepared for this particular project. Drawings prepared specifically for other projects and revised for this project will be rejected.
- C. When necessary, base shop and setting drawings upon actual measurements taken at site and other job conditions. Show any variations and revisions to Contract Documents that are necessary for proper installation of work. Fabrication or installation of work shall not be started until shop or setting drawings have been checked and returned with "furnish as submitted" or "furnish as corrected" indicated by Architect.
- D. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
- E. Submit shop drawings, required by Contract Documents for execution of Work, to Architect not later than 15 days prior to contemplated or actual need in shop or at site, and earlier where more time may be required for review.
- F. Provide shop drawings with cross-reference to drawing and detail numbers on Contract Drawings to facilitate review.
- G. Provide shop drawings which demonstrate to Architect that:

1. Contractor understands design concept of certain portions of Work.
 2. Equipment and material to be provided meet design and technical requirements of Contract Documents.
 3. Methods of fabrication and installation.
- H. After review, reproduce and distribute in accordance with Section 01300.

1.03 PRODUCT DATA

- A. Manufacturer's standard schematic drawings:
1. Modify drawings to delete information that is not applicable to project.
 2. Supplement standard information to provide additional information applicable to project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance chart, illustrations and other standard descriptive data.
1. Clearly mark each copy and identify pertinent materials, products or models.
 2. Show dimensions and clearances required.
 3. Show performance characteristics and capacities.
 4. Show wiring diagrams and controls.
- C. Submit product data required by Contract Documents for execution of work, to Architect not later than 15 days prior to contemplated or actual need in shop or at site, and earlier where more time may be required for review. See Section 01300.
- D. Provide product data with cross-reference to Specifications Section of Project Manual to facilitate review.
- E. Submit number of copies per section 01300.
- F. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents.

1.04 SAMPLES

- A. Provide physical examples to illustrate materials, equipment or workmanship and to establish standards by which completed work is judged.
- B. Office Samples: Of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of product or material, with integrally related parts and attachment devices.
 2. Full range of color samples.
 3. After review, samples may be used in construction of Project.

4. Include identification on each sample, with full Project information.
 5. Submit samples in ample time for review or selection, as applicable, so as to not delay Work.
 6. Take into account delivery time of all manufactured items when submitting samples.
- C. Submit samples of size and quantity specified, or, if not specified, of sufficient size and quantity to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Submit samples of finishes from full range of manufacturers' standard colors, or in specified custom colors, textures, and patterns, for Architect selection.
- E. Field Samples:
1. Construct each sample complete, including work of all trades required in finished Work.
 2. After acceptance, where appropriate and upon Architect written approval, field samples may be incorporated into Project.
 3. When directed, remove field samples not incorporated into Project from site.

1.05 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.06 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

1.07 REQUIRED SUBMITTAL QUANTITIES TO ARCHITECT

Prints

- A. Construction Schedule:

1.	8-1/2 x 11 inch size:	7
2.	Larger than 8-1/2 x 11 inch:	7
B.	Survey Date:	
1.	8-1/2 x 11 inch:	7
2.	Larger than 8-1/2 x 11 inch:	7
C.	Shop Drawings:	
	See specific section covering Shop Drawing submittal requirements.	
D.	Product Data:	
1.	8-1/2 x 11 inch:	7
2.	Larger than 8-1/2 x 11 inch:	7
E.	Office Samples:	
	See specific section covering product or material.	
F.	Field Samples:	
	See section covering specific system.	
G.	Schedule of Values	2

1.08 CONTRACTOR RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission.
- B. Verify:
 - 1. Field measurements.
 - 2. Field Construction criteria.
 - 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of Work and Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect's review.
- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Architect's review of submittals.
- F. Notify the Architect, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. Begin no work that requires submittals until return of submittals with Architect's stamp and initials or signature indicating review.
- H. After Architect's review, distribute copies.

1.09 SUBMITTAL REQUIREMENTS

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for review, for securing necessary approvals, for possible revision and re-submittals and for placing orders and securing delivery. Submission of all shop drawings shall be through the General Contractor.
- B. Submit one (1) original and six (6) prints of shop drawings. These will be distributed as follows: Original plus (1) copy to remain with the Architect, (2) for the city, (1) which will be returned, and (3) copies of product data which Contractor requires for distribution. Should the contractor require more copies for his use, he shall provide additional copies at no cost to the owner.
- C. Submit number of samples specified in each specification section.
- D. Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items. Partial submittals may be rejected.
- E. Accompany submittals with transmittal letter, in duplicate, containing:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. The number of each shop drawing, product data and sample submitted.
 - 5. Notification of deviations from Contract Documents.
 - 6. Specifications section it represents
- F. Submittals shall include:
 - 1. Date and revision dates
 - 2. Project title and number
 - 3. The name of:
 - a. Architect / Engineer
 - b. Contractor
 - c. Subcontractor
 - d. Supplier
 - e. Manufacturer
 - f. Separate detailer when pertinent
 - 4. Identification of product or material
 - 5. Relation to adjacent structure or materials
 - 6. Field dimensions, clearly identified as such
 - 7. Specifications section number
 - 8. Applicable standards, such as ASTM number or Federal Specification
 - 9. A blank space, for Architect review stamp

10. Identification of deviations from Contract Documents
11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

1.10 RESUBMITTAL REQUIREMENTS

- A. Shop Drawings:
 1. Revise initial drawings as required and resubmit as specified for initial submittal.
 2. Indicate on drawings any changes that have been made other than those requested by Architect.
 3. Product data and samples: Submit new data and samples as required for initial submittal.

1.11 ARCHITECT'S DUTIES

- A. Review submittals with reasonable promptness as mutually agreeable among the various parties.
- B. Review for:
 1. Design concept of project.
 2. Information given in Contract Documents
- C. Review of separate item does not constitute review of an assembly in which item functions.
- D. Affix stamp and initials or signatures certifying the review of submittal.
- E. Return submittals to Contractor for distribution.
- F. The Architect may immediately reject any item without further review if it is not:
 1. Accompanied by a transmittal letter containing the required information.
 2. Submitted as a reproducible.
 3. Stamped "approved" by the Contractor.
- G. The review will be for conformance to the design concept and compliance with information given in the Contract Documents. The Architect will make notations directly on the reproducible.
- H. The review is intended to foresee unacceptable products and to avoid the possibility of their rejection at the site. The review shall not be construed as:
 1. Permitting a departure from the Contract Documents, unless specifically so noted.
 2. Relieving the Contractor of the responsibility for errors or omissions.

3. Acceptance of an assembly in which an approved item is a part.
 4. Approval of variations from previously approved items.
 5. Approval of dimensions.
- I. The Architect will review all samples. Such review will be for appearance only. Compliance with all other requirements is the responsibility of the Contractor.
 - J. Where the Contract Documents require the design of structural, mechanical or electrical systems or components of systems by a supplier, or where a Contractor initiates a change in the design of a system or component thereof, such systems or components shall be designed by a registered professional Architect or Engineer and all calculations submitted to this Architect for his records, prior to starting fabrication or installation of the Work. This Architect will not be responsible for the designs of such other professional Architects or Engineers.

1.12 VARIATIONS FROM CONTRACT DOCUMENTS

- A. If the Architect determines a variation from the Contract Documents is in the best interest of the Owner, and it does not involve change in the Contract price or item, the Architect, with the Owner's concurrence, may permit such variation.
- B. Unless the Architect receives immediate written notification, he will assume the Contractor approves any variation shown.
- C. If the Contractor fails to mention variations from the Contract Documents, he will not be relieved of the responsibility for executing the Work in accordance with the Contract Documents.
- D. When a variation from the Contract Documents is permitted and such variation involves corresponding adjustments in an adjacent or related item, the responsibility for making and paying all costs for such adjustment rests with the Contractor requesting the original variation.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01340

SECTION 01370

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. See also the Schedule of Values Form in the Contract.

1.02 DESCRIPTION

- A. Work Included: Provide detailed Schedule of Value breakdowns, of the agreed Contract Sum, showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.
- B. Related Work
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, Conditions of the Contract, and Sections in Division 1 of these Specifications.
 - 2. Schedule of Values is required by the Conditions of the Contract.
 - 3. Schedule of Values is required to be compatible with the "continuation sheet" accompanying applications for payment.

1.03 QUALITY ASSURANCE

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the Architect, provide copies of the subcontracts or other data acceptable to the Architect, substantiating the sums described.

1.04 SUBMITTALS

- C. Prior to first application for payment, submit a proposed Schedule of Values through the Architect to the Owner.
 - 1. Meet with the Architect and determine additional data, if any, required to be submitted.

2. Secure the Architect's approval of the Schedule of Values prior to submitting first application for payment.
3. Detail shall include, at a minimum, by site.
 - a. By building and/or site
 - b. By trade
 - c. By major activity
 - d. By activity
 - e. Equipment costs
 - f. Mobilization/submittal costs
 - g. Closeout services
4. Submit anticipated pay application draw (including Conditions of the Contract) for each month of the Project.

END OF SECTION 01370

SECTION 01400
QUALITY CONTROL

PART 1 GENERAL

1.01 DESCRIPTION:

- A. Section Includes:
 - 1. Quality assurance and control of installation.
 - 2. References.
 - 3. Field samples.
 - 4. Mock-up.
 - 5. Inspection and testing laboratory services.
 - 6. Contractor's inspection and testing responsibilities.
 - 7. Testing laboratory responsibility.
 - 8. State's responsibility
 - 9. Manufacturers' field services and reports.
- B. Related Sections:
 - 1. Section 01340 - Submittals: Submission of Manufacturers' Instructions and Certificates.
 - 2. Section 01615 - Delivery, Storage and Handling.

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.

- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- G. Codes and Standard: Testing, when and where required, will be in accordance with pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

1.03 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Contractual relationship of parties to Contract shall not be altered from Contract Documents by mention or inference otherwise in any reference document.

1.04 FIELD SAMPLES

- A. Install field samples at site as required by individual specifications Sections for review.
- B. Acceptable samples represent acceptable quality level for Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect.
- D. Contractor shall be responsible for job site handling and curing of concrete, mortar and grout test specimens, in strict compliance with all applicable ASTM specifications.

1.05 MOCK-UP

- A. Tests will be performed under provisions identified in this section and individual product sections.
- B. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Where mock-up is specified in individual Sections to be removed, clear area after mock-up has been accepted by Architect unless directed otherwise.

1.06 INSPECTION AND TESTING LABORATORY SERVICES

- A. Owner will appoint, employ, and pay for services of independent firm to perform inspection and testing.
- B. Special inspection required by Specifications, code or ordinance, shall be performed by a qualified inspector selected by Owner and approved by Architect.

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1. The Special Inspector shall be a person qualified to inspect the particular type of construction or operation requiring special inspection. He shall demonstrate his competence to the satisfaction of the Sacramento City Building Official.
 2. Inspection by the Special Inspector shall in no way relieve the Contractor of his obligation to perform the Work in accordance with the requirements of the Contract Documents.
 3. Special Inspectors shall observe the work for conformance with the Drawings and Specifications and in accordance with the applicable provisions of California Building Code, latest edition, with any Sacramento City Amendments.
- C. Contractor shall cooperate and afford every opportunity for such inspections.

1.07 CONTRACTOR'S INSPECTION AND TESTING RESPONSIBILITIES

- A. Cooperate with independent firm:
1. Furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 2. Provide access to work and manufacturer's operations.
 3. Notify Architect and independent firm 24 hours prior to expected time for operations requiring services.
 4. Contractor shall make arrangements with independent firm and pay for additional samples and tests required for Contractor's use not specified in the contract documents.
 5. Furnish copies of mill test reports.
 6. Furnish casual labor and facilities.
 - a. To provide access to work to be tested.
 - b. To obtain and handle samples at site.
 - c. To facilitate inspections and tests.
 - d. For laboratory's exclusive use for storage and curing of test samples.
 7. Arrange with laboratory and pay for additional samples and tests required for Contractor's convenience.
 8. Should Contractor elect to exercise certain options in Specifications

necessitating additional testing or inspection, or if tests and/or inspections result from work performed other than during approved regular hours of work, costs for such testing and inspections shall be Contractor's obligation and Owner will make payment thereon and will deduct such costs from contract price.

- B. Retesting:
1. Retesting required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Architect.
 2. Should initial tests indicate non-compliance with Contract Documents, costs for both initial tests and subsequent retesting occasioned by non-compliance, and all other related costs, including additional Architect's services made necessary by such failure will be charged to Contractor by deducting such costs from Contract Sum/Price.
- C. Notification: Contractor shall notify Testing Lab, Architect a minimum of 24 hours in advance of any operations scheduled for inspection and/or testing specified herein, to allow for laboratory assignment of personnel and scheduling of test. Work requiring inspections and testing by testing laboratory will not be performed without their qualified technician on the job site. If, after giving notice to the testing lab, the work requiring inspection and/or testing is not performed and the testing lab must make a second trip to the job site, the Contractor shall reimburse Owner for technicians time and travel expense. Where tests are required prior to Contractor starting work, Contractor shall arrange for testing far enough in advance so as not to delay the project or cause inconvenience to the testing lab.
- D. Contractor's Responsibility: The testing laboratory service provided by the Owner shall not relieve the Contractor of his responsibility for compliance with the requirements of the Contract Documents. Testing laboratory services are provided for the sole and exclusive benefit of the Owner in monitoring the quality and performance of the Contractor's work. Results of tests made by the Owner's testing laboratory will be made available to the Contractor and shall be a basis for rejection of non-conforming or defective work. Additional tests/inspections required by the Owner shall not be the basis for any claim by the Contractor for additional compensation.

1.08 TESTING LABORATORY RESPONSIBILITY

- A. General: Testing laboratory shall inspect, test and document work performed on this project as described hereinbefore.
- B. Test Reports: Promptly furnish test reports of materials and work tested to

the Architect, Contractor, and Owner. Test reports shall include the name of the project, General Contractor, applicable Subcontractor, and Testing Laboratory, the locations, dates, and time samples were taken and tested, type of test, identification of sample, location in which the work sample was taken, record of weather conditions, evaluation of test results, conformance or non-conformance of test results with Contract Documents, name and signature of technician taking sample and performing tests, and any other information required by Architect.

C. Inspection Reports: Furnish inspection reports for each site visit documenting activities, observations, and inspections of work; include observations on weather conditions, time and date, conditions and/or status of the work being inspected, actions taken, and recommendations or evaluation of the work. In addition to written reports, immediately notify Architect, Owner and Contractor of any portions of the work found to be in nonconformance with the Contract Documents.

1. The testing lab will promptly process and distribute required copies of test reports and related instructions to ensure necessary retesting and replacement of materials with the least possible delay.

a. Re-tests of all work shall be specifically indicated by the term "Retest" and shall be sufficiently descriptive to designate the date, location, and original test information indicating why the original was not in compliance with documents.

2. The Laboratory shall send all test reports to the Architect and the Contractor.

3. Special Inspection Reports: Within twenty-four (24) hours after each special inspection, submit two (2) copies of inspection reports to the Contractor, Architect, and Sacramento City building official. Include the following:

Date Issued
Project Title and Number
Name of Inspector
Date and Time of Inspection
Identification of Specifications Section
Location in the Project
Type of Inspection or Test
Date of Test

a. Results of Tests and conformance with Contract Documents
All Discrepancies shall be noted and brought to the attention of the Contractor for correction. If corrections are not made, notify the Architect and Sacramento City Building Official.

- b. Final Special Inspection Reports shall be signed and submitted by the special inspector, and shall state whether the work requiring special inspection was, to the best of his knowledge, in conformance with the approved Drawings and Specifications and the applicable workmanship provisions of the the California Building Code, Title 24 (latest edition), with Sacramento City Amendments.
- D. Codes: Conform to the requirements of the California Building Code, Title 24 (latest edition), and other applicable sections and standards, and any special requirements of the local Building Official having jurisdiction.
- E. Limits of Authority: Testing laboratory is not authorized to:
 - 1. Release, revoke, alter or enlarge on requirements of the Contract Documents.
 - 2. Approve or accept any portion of the work (as relates to the Contractor's obligation to conform to the Contract Documents.)
 - 3. Perform any duties of the Contractor.

1.09 OWNER'S RESPONSIBILITY:

The Owner shall not be held liable for the actions (or lack of action) of the testing laboratory(s). The commencement of work by the Contractor shall indicate his understanding and agreement that all disputes or claims which may develop between the Owner's testing laboratory(s) and the contractor will be resolved directly between those two parties without involvement or responsibility on the part of the Owner, unless prior agreement is made in writing. Contractor shall advise the Owner of faulty inspections or tests performed by the testing laboratory but Owner shall not be held responsible for problems, damages, delays, replacement of defective work, etc. which may occur as result of the testing laboratory(s) faulty work in which case the Contractor's sole recourse shall be against the testing laboratory or other party at fault, but not against the Owner. Nothing in these specifications shall be construed as preventing the Contractor from hiring a separate testing laboratory to perform testing laboratory services, however, the Owner's testing laboratory inspections and tests shall be the basis for acceptance or rejection of the work by the Owner unless such inspection or tests are proven to be in error.

1.10 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Architect 30 days in advance of required observations. Observer shall be subject to approval of Architect and Owner.
- B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to

observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.

- C. Observers shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 30 days of observation to Architect for review.

1.11 QUALITY CONTROL (QC) SYSTEM:

- A. The QC system shall perform the following minimum requirements:
- B. Inspection Procedures: The Contractor's inspection procedure shall be reported on the Contractor's Daily Quality Control Report and shall conform to the following:
 - 1. Preparatory Inspection: Shall be performed by the Contractor prior to beginning any definable feature of work or job feature and shall include a preparatory phase conference with the City, and Architect. Contractor shall submit a tentative schedule of upcoming preparatory conferences for approval with the quality control plan, and provide an outline of how the QC will implement the particular phase of work two (2) days prior to each scheduled preparatory conference, following the format indicated in the Preparatory Inspection Report Form provided by the City. The City will review this outline prior to the conference. The conference shall include:
 - a. A review of agreement requirements;
 - b. A check to assure that all materials and/or equipment have been tested, submitted, and approved;
 - c. A check to assure that provisions have been made to provide required testing;
 - d. Examination of the work area for completion of all preliminary work.
 - e. A physical examination of required materials and equipment for conformance to approved shop drawings or submittal data.
 - 2. Initial Inspection: Shall be performed by Contractor as soon as a representative portion of the particular feature of work is complete and shall include examination of the quality of workmanship as well

as a review of control testing for compliance with agreement requirements.

3. Follow-Up Inspection: Shall be performed by Contractor daily to assure continuing compliance with agreement requirements until completion of the particular feature of work.

B. In addition to the three-phase inspection procedure, the Contractor's Quality Control representatives shall perform the following:

1. Perform detailed review, prior to submittal, of all shop drawings, certificates of compliance, and material and equipment submittals called for under these specifications. Certify with each submittal that all items therein are correct and in strict accordance with the agreement drawings and specifications except as may be otherwise expressly stated. Furnish submittals only after review and certification.
2. Establish and maintain an effective quality control and inspection system, which will assure and document that all supplies and services conform to agreement requirements whether constructed or processed by the Contractor, or procured from subcontractors or vendors. Document the system as specified herein. Make all documents available for review by the City prior to the start of construction and throughout the life of the agreement, and notify the City and Architect in writing of any proposed change to his inspection system.
3. Implement the system by the establishment of a quality control organization headed on a full-time basis by the Contractor's quality control representative (CQC), who shall be physically on the project site for the duration of the project, and whose responsibility is to insure compliance with the agreement. The CQC shall be assisted by other personnel, industry-recognized testing laboratories, or manufacturer's representatives, who are qualified to perform the various inspections, tests, and equipment adjustments required.
4. Perform the number and type of tests required by the agreement specifications and by other publications referenced.
5. Provide current records and documents as specified.
6. Maintain an approved system for identifying the inspection status of supplies.

7. Establish and maintain an effective system for controlling non-conforming material and removing materials and equipment which are not approved.
 8. Maintain full-size marked-up drawings with survey notes, sketches; nameplate data, pricing information, description, and serial numbers of all installed equipment; and other information depicting as-built conditions. Maintain this information in a current condition at all times until acceptance of the work and make it available for review by City personnel at all times. All variations from the agreement plans, for whatever reason, shall be indicated in the same general detail utilized in the agreement plans. This information shall be furnished to the City a minimum of two weeks prior to Contractor's Certification of Substantial Completion.
- C. After the agreement is awarded and before construction operations are started, the Contractor shall meet with the City and the Architect to discuss the QC system requirements. The meeting shall develop mutual understandings relative to system details , including the forms to be used for recording the inspections, administration of the system, and the interrelationship of Contractor and City inspection. Within five days after receipt of the Notice to Proceed the Contractor shall furnish to the City and Architect a QC system plan which shall include the procedures, instructions, and reports to be used. Construction shall not start until the Quality Control plan is approved. This document shall include as a minimum:
1. The inspection organization.
 2. Number and qualifications of inspection personnel to be used.
 3. Authority and responsibilities of inspection personnel.
 4. Methods of inspection, including subcontractor's work.
 5. Schedule for use of inspection personnel by types and phase of work.
 6. Test methods including, as specified, name of qualified testing laboratory to be used, if applicable.
 7. Schedule for use of non-Contractor personnel and facilities, such as manufacturer's representatives and approved testing laboratories.

8. Method of documenting inspection and testing.
 9. A copy of a letter of direction to the Contractor's quality control representative, outlining CQC duties and signed by a principal officer of the firm.
- D. Provide and maintain all measuring and testing devices, laboratory equipment, instruments, transportation, and supplies necessary to accomplish the required testing and inspection to be performed by the Contractor. Calibrate all measuring and testing devices at established intervals against certified standards which have known valid relationships to national standards. Make the Contractor's equipment available for use by the City for verification of their accuracy and condition as well as for any inspection or test desired.
- E. Assure that the latest approved drawings, including shop drawings, specifications, and instructions required by the agreement, as well as authorized changes thereto, are used for fabrication, inspection, and testing.

1.04 QUALITY ASSURANCE BY CITY

- A. The Contractor's Quality Control inspection system is subject to evaluation and verification inspection by the City to determine its effectiveness in supporting the quality requirements established in the agreement. The City may require joint City-Contractor inspections at any time and on a periodic basis to evaluate the effectiveness of the Contractor's Quality Control system.
- B. The City reserves the right to inspect supplies, services, materials, and equipment required by this agreement. City inspection will not constitute acceptance; nor will it in any way replace Contractor inspection or otherwise relieve the Contractor of his responsibility to monitor and control the quality of construction.
- C. The City may notify the Contractor of non-compliance with agreement provisions and the action to be taken. The Contractor shall immediately take corrective action. If the Contractor fails to comply promptly, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

1.05 RECURRING DEFICIENCIES:

- A. In accordance with the General Conditions, the Contractor shall not build upon or conceal any feature of the work containing uncorrected defects. Payment on deficient items will be withheld until defects are satisfactorily corrected. The cost of additional City testing resulting from failure to comply with agreement requirements shall be deducted from the agreement amount.

IF RECURRING DEFICIENCIES INDICATE THAT THE QUALITY CONTROL SYSTEM IS NOT ADEQUATE, CORRECTIVE ACTION SHALL BE TAKEN AS DIRECTED AND PROGRESS PAYMENTS WILL BE WITHHELD UNTIL SUCH CORRECTIVE ACTION HAS BEEN COMPLETED.

1.06 DAILY RECORD

- A. The Contractor's Quality Control Inspectors shall maintain a daily record of all inspections and tests performed for each shift of Contractor or Subcontractor operations in the format directed. These records shall:
1. Identify the project
 2. Include data on weather conditions
 3. Indicate the Contractor and/or Subcontractors working and their respective areas of responsibility
 4. List construction equipment, other than hand tools, at the job site and whether or not used on the report day.
 5. Provide factual evidence that continuous quality control inspection and tests have been performed, including but not limited to the following:
 - a. maintenance of Shop Drawing and Submittal Register;
 - b. monitoring of equipment and materials upon arrival at the job site for compliance with approved shop drawings;
 - c. proper storage of equipment including documentation of this responsibility on the daily report;
 - d. type and number of inspections or tests involved; results of inspections or tests; nature of defects; causes for rejections; proposed remedial action; and corrective actions taken.
 6. Include a current record of all inspections.

7. Include a signed statement that all supplies and materials incorporated in the work are in full compliance with the terms of the agreement.
- B. Furnish the City, on a daily basis, a legible copy of all inspection records for permanent retention. The daily record of inspections shall cover all work placement subsequent to the previous report and shall be verified by the Contractor's designated Quality Control representative. A sample of an acceptable Contractor Quality Control Report form shall be provided by the City. All specified tests or portions thereof, whether performed by the City or the Contractor, shall be recorded and attached to the daily report of the date upon which the test occurs. CQC shall record these tests on forms similar to the "Test Report" form provided by the City. The "Test Report" form shall be augmented as directed to include all of the test data required to provide a complete report.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01400

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 DESCRIPTION:

A. Section Includes:

1. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water and sanitary facilities.
2. Temporary Controls: Barriers, enclosures and fencing, protection of the Work and water control.
3. Construction Facilities: Access roads, parking, progress cleaning, and temporary buildings.
4. Removal: Utilities, facilities, and controls.

B. Related Sections:

1. Section 01710: Cleaning.

1.02 TEMPORARY UTILITIES

A. Temporary Electricity:

1. Provide and pay for power service required from Utility source.

B. Temporary Lighting:

1. Provide and maintain lighting for construction operations to achieve minimum lighting level of 2 watts/sq ft. Provide additional lighting for finish work where and when needed, or as required by the Contract Documents.
2. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails and lamps as required.
3. Maintain lighting and provide routine repairs.

C. Temporary Heat:

1. Provide and pay for heat devices and heat as required to maintain specified conditions for construction operations. Comply with codes, agencies, and regulations regarding usage of temporary space heaters.

D. Temporary Ventilation:

1. Ventilate enclosed areas to:

- a. Assist cure of materials.
 - b. Dissipate humidity.
 - c. Prevent accumulation of dust, fumes, vapors, or gases.
 - d. Provide local exhaust ventilation to prevent harmful dispersal of hazardous substances into atmosphere at all times.
- E. Temporary Telephone and Facsimile (FAX) Service:
- 1. Provide, maintain and pay for telephone service and facsimile (Fax) on a dedicated line, to field office at time of project mobilization.
 - a. Toll calls shall be paid by party making call.
 - b. Equip phone with answering machine.
 - 2. Maintain services from start of work through building occupancy.
- F. Temporary Water Service:
- 1. Provide, maintain and pay for suitable quality water service required for construction operations.
- G. Temporary Sanitary Facilities:
- 1. Provide and maintain adequate number of required facilities and enclosures (see list below) for use of all persons and trades employed on Work during construction period.
 - a. Toilet facilities.
 - b. Washing facilities.
 - c. Other facilities as required.
- H. Temporary First Aid Facilities: Provide adequate first aid facilities for construction personnel.
- I. Temporary Fire Protection:
- 1. Take all precautions to prevent possibility of fire resulting from construction operations. Particularly avoid hazardous accumulations of rubbish and unsecured flammable materials.
 - 2. Provide emergency fire extinguishing equipment of adequate type and quantity, readily available and properly maintained.
 - 3. Keep local Fire Department's telephone number prominently displayed near telephone.
- 1.03 TEMPORARY CONTROLS
- A. Barriers and Fencing
- 1. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

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2. Provide barricades and covered walkways required by governing authorities for public rights-of-way.
 3. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
 4. Provide temporary commercial grade chain link fencing at the limits of construction for the duration of the project, until Project has been accepted or occupied by Owner. Maintain site fencing as needed and equip with vehicular gates with locks.
- B. Water Control:
1. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
 2. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
 3. Exercise care in cleaning out equipment, etc., so as to prevent materials from clogging catch basins and yard drains.
 4. Leave all drainage items clean and in proper working condition.
- C. Dust Control:
1. Utilize water application or other methods approved by the local jurisdiction to control dust on access roads and the project site to the satisfaction of the Architect. Maintain dust control operation to prevent flying dust from leaving the project site. Use power sweepers for street cleaning as necessary.
 2. Vacuum clean interior surfaces of building prior to start of finish painting.
 3. Continue vacuum cleaning on as-needed basis until building is ready for Substantial Completion or Occupancy.
- D. Pollution Control:
1. Burning or burying of rubbish and waste materials on Site is prohibited. Provide dump box for collection of waste materials.
 2. Disposal of volatile fluid wastes (such as mineral spirits, oil or paint thinner) in storm or sanitary sewer systems is prohibited.
 4. Keep Site and surrounding areas clear of accumulations of waste material and rubbish resulting from operations under this Contract. Remove waste from Site immediately upon completion of Work.

E. Protection of Installed Work:

1. Do not remove temporary bracing and shoring until adequate permanent connections or structural elements are in final position and positively anchored.
2. Provide protective coverings at walls, projections, jambs, sills and soffits of opening.
3. Protect finished floors, stairs and other surfaces from traffic, dirt, wear, damage or movement of heavy objects, by protecting with durable sheet materials such as Tyvek.
4. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
5. Prohibit traffic from landscaped areas.

F. Vegetation Damage Control:

1. Protect all existing trees to remain on site from foliage, trunk, and root damage.
2. Provide barricades and maintain same around all trees, shrubs or other landscaped areas adjacent to work of this Contract to protect such areas from damage of any nature caused by construction operations.
3. Replace any plantings damaged or destroyed with plants of equivalent size, type and nature as approved by Architect.

G. Exterior Enclosures:

1. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection of Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification Sections, and to prevent entry of unauthorized persons.
2. Provide access doors with self-closing hardware and locks.
3. Provide temporary roofing as required.

H. Interior Enclosures:

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1. Provide temporary partitions and ceilings as required to separate work areas from owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.
 2. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces in accordance with ASTM E90 (maximum Flame Spread Rating of 75) and in accordance with ASTM E84.
- I. Security:
1. Provide security and facilities to protect Work from unauthorized entry, vandalism or theft.
 2. Provide temporary locks at all exterior doors after building is enclosed.
 3. Coordinate with Owner's Security program.

1.04 CONSTRUCTION FACILITIES

A. Access Roads

1. Construct and maintain temporary access to public thoroughfares to serve construction area.
2. Relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.
3. Provide and maintain access to fire hydrants, free of obstructions.
4. Provide means of removing mud from vehicle wheels before entering streets. Any dirt, mud or other debris tracked onto streets must be removed immediately.
5. Provide barricades, warning signs, flagmen or other traffic regulators which may become necessary for protection of public, construction personnel and property.

B. Parking:

1. Arrange for temporary parking areas to accommodate construction personnel, project visitors and Owner's Employees.
2. When site space is not adequate, provide additional off-site parking as allowed by the local jurisdiction
3. Do not allow construction personnel vehicle or equipment parking on existing pavement.

4. Designate one parking space each for Owner, and Architect.

C. Progress Cleaning:

1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
2. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces prior to enclosing the space.
3. Broom and vacuum clean interior areas prior to the start of surface finishing and continue cleaning to maintain a dust-free space during the finishing operations.
4. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.

D. Project Identification:

1. Provide one 4 x 8 foot project sign of MDO exterior grade plywood and wood frame construction, painted with exhibit lettering by professional sign painter to Architect's design and colors. Design supports, framing and surfaces to resist a minimum of 50 mph wind velocity.
2. List title of project and logo, names of Owner, Architect, and Contractor as defined by the Architect's design.
3. Erect on the site at location established by the Architect, and Owner.
 - a. Comply with requirements of authorities having jurisdiction.
 - b. Obtain and pay for any required permits.
4. No other signs will be allowed without the Owner's permission except those signs required by law.

E. Field Offices and Sheds:

1. General: Furnish and install field office building(s) adequate in size and accommodation for all Contractor's offices, job site meetings, superintendent's office, supply room, tool room, and Architect. Provide a 12 x 40 trailer for the City's Project Manger. Contractor shall provide telephone and fax connection for City Manager's use.
2. The Contractor will provide the Architect with a space adequate in size and accommodation for job site meetings, and includes; a desk/chair, phone, phone line, computer connection access and use of facsmile and copy machines (when applicable).

1.05 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore Owner's property, and adjacent private and public property damages or used during construction, to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01500

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE:

- A. Warranty: Section 01700.
- B. Shop Drawings, Coordination Drawings and Schedules: Section 01300.
- C. Manufacturer's Data/Samples: Section 01300.

1.02 MATERIAL AND EQUIPMENT SELECTION:

- A. Comply with Standards and Specifications, including: size, make, type and quality specified.
- B. Manufactured and Fabricated Products:
 - 1. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be identical and by the same manufacturer.
 - 4. Provide products suitable for service conditions.
 - 5. Adhere to equipment capacities, sizes and dimensions shown or specified unless variations are specifically approved in writing.
- C. Use material or equipment only for purpose for which it is designed or is specified.
- D. Fabricate and install equipment to deliver its full rated capacity at the efficiency for which it was designed.
- E. Select and install equipment to operate at full capacity without excessive noise or vibration.
- F. Provide electrical products with Underwriters Laboratories label or as approved by the local inspection authority.

- G. All materials and products used in the construction of this project will be asbestos free in accordance with all applicable Federal, State and Local Authorities and Regulatory Agencies.

1.03 TRANSPORTATION AND HANDLING:

- A. Arrange deliveries of products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately upon delivery, inspect shipments to assure compliance with requirements of Contract Documents and assure products are properly protected and undamaged.
 - 3. The Contractor shall promptly return all defective materials without waiting for their rejection by the Architect.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.04 STORAGE AND PROTECTION:

- A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Protect equipment and systems from moisture, chemical or mechanical damage before and after installation.
 - 4. Protect shafts and bearing housings from rust.
- B. Exterior Storage:
 - 1. Store fabricated products above ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
 - 2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. Inspection; Arrange in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

D. Protection After Installation:

1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
2. Plug or cap pipe and conduit openings to prevent the entrance of foreign matter.
3. Remove when no longer needed.

1.05 ALIGNING JOINTS IN FINISH MATERIALS:

A. It shall be the responsibility of the Contractor to make certain in the installation of jointed floor, wall, and ceiling materials that:

1. The joints align through in a straight line and in both directions wherever possible.
2. The joints shall be symmetrically placed wherever possible.
3. If, because of the non-related sizes of the various materials and locations of openings, etc., it is not possible to accomplish the above, the Contractor shall meet the Architect at the site to determine the most satisfactory arrangement. The Contractor shall establish center lines for all trades.

1.06 SYSTEMS DEMONSTRATION:

- A. Prior to final inspection, demonstrate operation of each system to Architect and Owner.
- B. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01600

SECTION 01615
DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Provide for expeditious transportation and delivery of products to project site undamaged, on a schedule to avoid delay of the work.
- B. Provide equipment and personnel at the site to unload and handle products in a manner to avoid damage to products.
- C. Provide secure storage and protection for products to be incorporated into the work, and maintenance and protection for products after installation and until completion of the work.

1.02 DELIVERY

- A. Arrange deliveries of products in accord with construction schedules and in ample time to facilitate inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with work and conditions at site.
 - 1. Work of other contractors, or Owner.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
- C. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.
- D. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.
- E. Immediately upon delivery, inspect shipment to assure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Containers and packages are intact, labels are legible.
 - 4. Products are properly protected and undamaged. Minor damages may be repaired, with approval of the Architect, provided the finish items are equal in all respects to new

work.

1.03 PRODUCT HANDLING

- A. Provide equipment and personnel necessary to handle products, by methods to prevent soiling or damage to products or packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring, or otherwise damaging products or surrounding surfaces.
- C. Handle products by methods to prevent bending or overstressing.
- D. Lift heavy components only at designated lifting points.

1.04 STORAGE

- A. Store products immediately on delivery, and protect until installed in the work. Store in accord with manufacturer's instructions, with seals and labels intact and legible.
- B. Store products subject to damage by elements in substantial weather-tight enclosures.
 - 1. Maintain temperatures within ranges required by manufacturer's instructions.
 - 2. Provide humidity control for sensitive products, as required by manufacturer's instructions.
 - 3. Store unpacked products on shelves, in bins, or in neat piles, accessible for inspection.
- C. Exterior Storage:
 - 1. Provide substantial platforms blocking, or skids to support fabricated products 4" above ground, prevent soiling or staining.
 - 2. Cover products, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Avoid use of nonvented plastic or canvas shelters that could create humidity chambers. Provide adequate ventilation to avoid condensation.
 - 3. Store loose granular materials on solid surfaces such as paved areas, or provide plywood or sheet materials to prevent mixing with foreign matter.
 - a. Provide surface drainage to prevent flow or ponding of rainwater.
 - b. Prevent mixing of refuse or chemically injurious materials or liquids.

D. Arrange storage in manner to provide easy access for inspection.

1.05 MAINTENANCE OF STORAGE

A. Maintain periodic system of inspection of stored products on schedules basis to assure that:

1. State of storage facilities is adequate to provide required conditions.
2. Required environmental conditions are maintained on continuing basis.
3. Surfaces of products exposed to elements are not adversely affected. Any weathering of products, coatings, and finishes is not acceptable under requirement of Contract Documents.

1.06 PROTECTION AFTER INSTALLATION

A. Provide protection of installed products to prevent damage from subsequent operations. Remove when no longer needed, prior to completion of work.

B. Control traffic to prevent damage to equipment and surfaces.

C. Provide coverings to protect finished surfaces from damage.

1.07 DAMAGED PRODUCTS

A. Damaged or deteriorated materials shall be removed from the premises. Replace materials that have been damaged.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01615

TO:

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:

Accepted: City _____ NLA _____ Rejected: City _____ NLA _____

By: _____ Date: _____ (City)

By: _____ Date: _____ (NLA)

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 DESCRIPTION:

- A. Section Includes:
 - 1. Description of Requirements.
 - 2. Closeout Procedures.
 - 3. Record Document Submittals.
 - 4. Final Cleaning.
 - 5. System Start-Up.
 - 6. Testing.
 - 7. Training.
 - 8. Adjusting and Balancing.
 - 9. Operation and Maintenance Data.
 - 10. Warranties and Bonds.
 - 11. Spare Parts and Maintenance Materials.
 - 12. Prerequisites to Substantial Completion.
 - 13. Prerequisites to Final Acceptance.
- B. Related Sections:
 - 1. Section 01010 - Summary of Work.

1.02 GENERAL REQUIREMENTS

- A. Definitions: Project Closeout is the terminology used to describe certain collective project requirements, indicating completion of Work, that shall be fulfilled near end of Contract time in preparation for Final Acceptance and occupancy of Work by the Owner, as well as final payment to Contractor and normal termination of Contract.
- B. Time of Contract Closeout is directly related to "Substantial Completion"; therefore, time of closeout may be either single time period for entire Work or series of time periods for individual elements of Work that have been certified as substantially complete at different dates. This time variation, if any, shall be applicable to other provisions of this Section.

1.03 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.
- B. Provide submittals to Architect that are required by governing or other authorities.

- C. Submit written request for final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.04 RECORD DOCUMENT SUBMITTALS

- A. General: Specific requirements for Record Documents are indicated in individual Sections of these Specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in Section 01340 - Shop Drawings, Product Data, and Samples.
- B. Do not use Record Documents for construction purposes. Protect from deterioration and loss.
 - 1. Architect will monitor Record Documents and compare to Contractor's payment application on monthly basis.
 - 2. Up-to-date Record Documents are prerequisite to Final Acceptance and approval of Final Payment Request.
- C. Record Drawings:
 - 1. Maintain record set of blue or black line prints of Contract Drawings and Shop Drawings in clean, undamaged condition. Accurately indicate depth of all concealed mechanical items, buried piping, locations of cleanouts, etc., from walls and centerlines utilizing standard industry practice. Provide to the Architect prior to acceptance of the completed project one complete set of construction documents revised to show "As-Installed" conditions, including addenda and change order items.

Recording "As Built" Conditions:

- a. Record information carefully and neatly, with red ink on "Record Drawing" Set kept on site.
 - b. 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.
 - 5. 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 and all shop drawings.

In addition, provide one copy of all Record As-Built Drawings in AutoCad format (version 2005 or later) and one PDF copy of same drawings. AutoCad drawings shall be fully modifiable.

- 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. Mark-up set of Record Drawings to show actual installation where installed work varies substantially from work as originally shown.
 2. Mark whichever Drawing (Contract Drawings or Shop Drawings), are most appropriate and most capable of showing actual "field" condition fully and accurately. Consolidate information on complete systems or units of work on minimum number of Drawing Sheets required to properly document changes.
 3. Give particular attention to concealed work that would be difficult to measure and record at later date.

4. Mark record set with red erasable pencil and where feasible, use other color to distinguish between variations in separate categories of Work.
5. Show all backing material and other embedded or concealed items required for installation of future work by Owner.
6. Organize Record Drawing sheets into manageable sets, separated by construction discipline, and bind with durable cover sheet. Print suitable titles, dates and other identification on cover of each set.

D. Record Specifications:

1. Maintain one complete copy of Project Manual, including Specifications and Addenda, and one copy of other written Construction Documents such as change orders, supplemental instructions and similar modifications issued in printed form during construction.
2. Mark these documents to show substantial variations in actual Work performed in comparison with text of Specifications and modifications issued.
3. Note related Record Drawing information and Product Data, where applicable.
4. Upon completion of Work, submit Record Specifications to Architect for Owner's records. Provide one copy of Record Specifications in modifiable Microsoft Word (Version 2003 or later) and one PDF copy.

E. Record Product Data:

1. Maintain one copy of each Product Data submittal approved for Project.
2. Mark documents to show significant variations in actual work performed in comparison with submitted information.
3. Include both variations in products as delivered to Site and variations from manufacturer's instructions and recommendations for installation.
4. Give particular attention to concealed products and portions of Work that cannot otherwise be readily discerned at later date by direct observation.

5. Note related change orders and markup of Record Drawings and Record Specifications.
6. Upon completion of mark-up, and no later than Final Acceptance of the Project, provide written verification that all Record Product Data has been transmitted to Architect for Owner's records. Provide one copy of all Record Product Data in PDF format.

F. Record Sample Submittal:

1. Immediately prior to date or dates of Substantial Completion, Contractor shall meet at Site with Architect and Owner's representative to determine which, if any, of submitted Samples that have been maintained by Contractor during progress of Work, shall be submitted to Owner for record purposes.
2. Comply with delivery to Owner's designated location.

G. Miscellaneous Record Submittals:

1. Refer to other Sections of these Specifications for requirements of miscellaneous record keeping and submittals in connection with actual performance of work.
2. Immediately prior to date or dates of Substantial Completion complete miscellaneous records and place in good order, properly identified and bound and filed, ready for continued use and reference.
3. Submit to Architect for Owner's records.

1.05 FINAL CLEANING

- A. Cleaning: Provide final cleaning of Work prior to Final Inspection at time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to condition expected from normal commercial building cleaning and maintenance program. Comply with manufacturer's recommendations. Complete following cleaning operations before requesting Architect's review for Certification of Substantial Completion:
1. Clean equipment and fixtures to sanitary condition.
 2. Clean or replace filters of operating equipment.

3. Clean debris from roofs, gutters, downspouts, and drainage systems.
 4. Clean mechanical and electrical equipment and spaces, including tops of pipes, ducts, equipment, etc.
 5. Re-clean areas or equipment, after final inspection, if dirtied as result of Contractor's work in preparing for final inspection or completion of punchlist.
- B. Removal of protection: Except as otherwise indicated or requested by Architect, remove temporary protection devices and facilities which were installed during course of Work to protect previously completed Work during remainder of construction period or to protect public.
- C. Compliance:
1. Comply with safety standards and governing regulations for cleaning operations.
 2. Do not burn waste materials at Site.
 3. Do not bury debris or excess materials on Owner's property.
 4. Do not discharge volatile or other harmful or dangerous materials into drainage systems.
 5. Remove waste materials from Site and dispose of in lawful manner. Recycle all potential recyclables at nearest recycling center.

1.06 WARRANTIES

- A. Submittal Form:
1. Issue copies of each warranty as indexed section of Operation and Maintenance Manual.
 2. Separate each warranty with index tab sheets keyed to Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier and manufacturer, with address and telephone number of responsible principal.
- B. Preparation of Submittals:
1. Obtain warranties executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item or work. Except for items put into use with Owner's permission, leave date of

beginning of time of warranty until Date of Substantial Completion is determined.

2. Verify that documents are in proper form, and contain full information.
3. Provide one copy of all warranties and guarantees in PDF format.
4. Retain warranties and bonds until time specified for submittal. All warranties and bonds shall be notarized.

1.07 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. General: Complete the following before requesting Architect's review for certification of Substantial Completion, either for entire Work or for portions of Work. List known exceptions in request.
1. In progress payment request that coincides with, or is first request following date Substantial Completion is claimed, show either 100% completion for portion of Work claimed as "substantially complete", or list incomplete items, value of incomplete Work, and reason for Work being incomplete.
 2. Include supporting documentation for completing as indicated in these Contract Documents.
 3. Submit statement showing accounting of changes to Contract Sum.
 4. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.
 5. Deliver tools, spare parts, extra stock of material and similar physical items to Owner.
 6. Complete start-up testing of systems, Performance Periods, and instruction of Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools and facilities mock-ups and similar elements.
 7. Complete final cleanup requirements, including touch-up painting of blemished surfaces.
 8. Test fire and life safety systems in presence of Owner's Representative, Architect and City officials.
 9. Obtain other approvals as required.

10. Complete major punchlist items.
 11. Contractor shall submit copy of Contractor's Punchlist to Architect, clearly stating that building is ready for review with exception of items noted in Contractor's Punchlist.
- B. Review procedure: Upon receipt of Contractor's request for review, Architect will either proceed with review or advise Contractor of unfulfilled prerequisites.
 - C. Following initial review, Architect will either prepare Certificate of Substantial Completion or will advise Contractor of Work that must be performed before Certificate will be issued.
 - D. Results of completed review will form initial "punchlist" for final acceptance.

1.08 FINAL INSPECTION

- A. When Contractor considers Work complete, he shall submit written certification that:
 1. Contract Documents have been reviewed.
 2. Contractor has inspected Work for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. The Project, properties, and streets are finally cleaned of debris and dirt caused by Contractor operations.
 5. Work is complete and ready for final inspection.
- B. Architect will inspect Work to verify completion status as soon as possible after receipt of Contractor's certification.
- C. Should Architect consider Work incomplete or defective:
 1. Architect will promptly notify Contractor in writing listing incomplete or defective work.
 2. Contractor shall immediately remedy deficiencies, and send second written certification to Architect that the Work is complete.
 3. Architect will re-inspect the Work.
- D. When Architect finds the Work acceptable under Contract Documents, the Contractor shall make closeout submittals.

1.09 REINSPECTION FEES

- A. Should Architect be required to make more than two Substantial inspections or one Final inspection due to Contractor's failure to correct specified deficiencies, the Contractor shall bear all costs (including compensation for the Architect's additional services) made necessary thereby.

1.10 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor shall submit to the Architect the following:
 - 1. Contractor's Affidavit of Payment of Debt and Claims (AIA Documents G706, or similar form approved by the Architect and Owner).
 - 2. Contractor's Affidavit of Release of Liens (AIA Documents G706A or similar form approved by the Architect and Owner) including the following:
 - a. Contractor's Release or Waiver of Liens.
 - b. Separate releases or Waivers of Lien for each Subcontractor, supplier, and others with lien rights against Owner's property, together with list of those parties.
- B. Duly sign and execute all submittals, before delivery to Architect.

1.11 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to Architect, including the following:
 - 1. Original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Deductions for uncompleted Work. (if any)
 - c. Deductions for Liquidated Damages. (if any)
 - d. Deductions for Re-inspection Payments (if any)
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous Payments
 - 5. Sum remaining due.
- B. The Architect will prepare and issue final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

1.12 FINAL APPLICATION FOR PAYMENT

- A. Follow procedures specified in General and Supplementary General Conditions.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01700

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

- A. Work included: Throughout the construction period, maintain the project site where work is carried out in a standard of cleanliness as described in this section.
- B. Related work described elsewhere: In addition to standards described in this Section, comply with all requirements for cleaning as described in other various Sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. Inspection: Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.
- B. Codes and Standards: In addition to the standard described in this section, comply with all pertinent requirements of governmental agencies having jurisdiction.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS AND EQUIPMENT

- A. Provide all required personnel, equipment, and materials needed to maintain specified standard of cleanliness.

PART 3 EXECUTION

3.01 PROGRESS CLEANING

- A. General:
 - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
 - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
 - 3. Provide adequate storage for all items, awaiting removal from the job site, observing all requirements for fire prevention and protection of the ecology.
- B. Site:
 - 1. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack, tidy, or otherwise service. All arrangements to meet the

requirements of paragraph 3.01, A.1. above.

2. Maintain the site in a neat and orderly condition at all times to the satisfaction of the Architect.

3.02 DUST CONTROL

- A. Maintain continuous cleaning and wetting procedures to control dust pollution at project site and haul routes as required by governing authorities and the Contract Documents. Use power sweepers for street cleaning.
- B. Schedule cleaning so that resultant dust and contaminants will not fall on wet or newly coated surfaces.

3.03 FINAL/CLOSEOUT CLEANING

- A. Cleaning: Provide final cleaning of Work prior to Final Inspection at time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to condition expected from normal commercial building cleaning and maintenance program. Comply with manufacturer's recommendations. Complete following cleaning operations before requesting Architect's review for Certification of Substantial Completion:
 1. Clean equipment and fixtures to sanitary condition.
 2. Clean or replace filters of operating equipment.
 3. Clean debris from roofs, gutters, downspouts, and drainage systems.
 4. Clean mechanical and electrical equipment and spaces, including tops of pipes, ducts, equipment, etc.
 5. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels and other foreign matter from sight exposed interior and exterior surfaces.
 6. Hose-clean exterior paved surfaces, rake clean other surfaces of grounds.
 7. Re-clean areas or equipment, after final inspection, if dirtied as result of Contractor's work in preparing for final inspection or completion of punchlist.
- B. Removal of protection: Except as otherwise indicated or requested by Architect, remove temporary protection devices and facilities which were installed during course of Work to protect previously

completed Work during remainder of construction period or to protect public.

C. Compliance:

1. Comply with safety standards and governing regulations for cleaning operations.
2. Do not burn waste materials at Site.
3. Do not bury debris or excess materials on Owner's property.
4. Do not discharge volatile or other harmful or dangerous materials into drainage systems.
5. Remove waste materials from Site and dispose of in lawful manner.

END OF SECTION 01710

SECTION 01730

OPERATION AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 DESCRIPTION

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract. Prepare operating and maintenance data as specified in this section and as referenced in other pertinent sections of specifications.
 - 1. Contractor shall submit videotaped instruction for selected procedures in addition to written/pictorial instruction specified herein. Consult with Architect to determine applicable procedure prior to beginning videotaping.
- B. Submit clear, clean and concise information as specified in this section and as referenced in other sections of specifications to the Architect for incorporation in an operating and maintenance manual.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Shop Drawings, Product Data and Samples: Section 01340
- B. Contract Closeout: Section 01700
- C. Project Record Documents: Section 01780
- D. Equipment Demonstration and Owner Personnel Instruction: Section 01735
- E. Warranties and Bonds: Section 01750

1.04 QUALITY ASSURANCE

- A. Operation and maintenance manuals will be for training of and use by the Owner's personnel in the operation and maintenance of the systems and related equipment, if applicable, as specified below. The manuals shall consist of instructions on systems and equipment. A separate manual or chapter shall be prepared for each class of equipment or system listed:

1. Electrical systems
2. Irrigation system
3. Lighting Controls - Site Lighting

Verify with all technical specifications the requirements for systems/products for O&M manuals.

1.05 INDEX

- A. Information shall be complete and specific to this Project application. All material must be neat and legible.
- B. Information shall be submitted on sheets measuring 8-½ inches by 11 inches except drawings which should not exceed 11 inches by 17 inches. Larger drawings may be provided in clear plastic protective type pockets.
- C. Text information shall be manufacturers' printed data or neatly typewritten.
- D. Clearly label each submittal for each piece of equipment or product separately called for in the specifications with the section number of the specifications and the applicable drawing sheet number.
- E. Each submittal shall include the following basic information for each piece of equipment, product or system:
 1. Introduction
 2. Table of Contents
 3. Description of system (including design intent and considerations)
 4. Operating sequence and procedures
 5. Maintenance instructions and requirements
 6. Diagrams
 7. Parts list
 8. Manufacturer
 9. Subcontractor or installer
 10. Maintenance contractor, if applicable
 11. Local source of supply for parts and replacement
- F. Product data to be provided by Contractor:
 1. Include only information that is applicable to the specific product.
 2. Annotate each sheet to:
 - a. Clearly identify the specific product or part installed.
 - b. Clearly identify the data applicable to the installation.
 - c. Delete references to inapplicable information.
 - d. Provide parts breakdown.
 - e. Provide assembly drawings

- G. Provide a copy of each warranty, bond or service contract issued. Submit with the foregoing an information sheet for Owner's personnel which includes:
1. Effective dates or period
 2. Proper procedures in the event of failure
 3. Instances which might affect the validity of warranties, bonds or service contracts.

1.06 PREPARATION

- A. The following subparagraphs are intended as a general guide in preparing the manuals. The manuals shall be prepared to provide for the optimum operation and maintenance of the various systems. The description of systems and general operation instructions for mechanical and electrical manuals shall cover in detail complicated, customized or unusual parts of these systems. Manufacturer's literature and data shall be that of the actual equipment installed under contract for the particular facility.
- B. Manuals shall be properly organized and professionally prepared. Literature, instructions, etc., shall all be typed. Drawings shall be professionally drafted. Manuals shall be completely customized to this specific project. Crossed out information and generic diagrams and information is not acceptable. Inapplicable data and reference to inapplicable data shall be deleted.
- C. Manuals shall be organized in tabbed 4" thick 3-Ring binders labeled and titled specific to this project, by CSI Section. (Approximately 8-10 Volumes).

1.07 MAINTENANCE AND OPERATION MANUALS

- A. Thirty (30) days prior to scheduled date of Substantial Completion, provide 3 copies of maintenance and operation instructions relating to all manufactured items of equipment and materials requiring maintenance (i.e., electrical devices, etc.).
- B. The manuals shall be contained in hard back binders properly identified on front cover with project name, subcontractor, and general content. The material shall be suitably tab-indexed for ready reference, include a Table of Contents, and contain, as available from the Manufacturer/Supplier, the following information:
1. Name of equipment, item and function.
 2. Manufacturer name and address.
 3. Model No. and Serial No., with option equipment identification.
 4. Rating in KW, HP, BTU, GPM, etc.
 5. Description of feature in model provided.

6. Drawings of part(s) or assembly(ies) - control diagrams, parts lists, etc.
7. Connection diagrams, mounting details, installation information, etc.
8. Operation and maintenance information for services by Owner.
9. Name, address, and telephone number of local supplier or service department.

1.08 SUGGESTED OUTLINE FOR OPERATING AND MAINTENANCE MANUALS

- A. This is a suggested outline with general requirements of O&M manuals. The outline is presented to indicate the extent and items required in manuals for major facilities. The outline may be modified to suit specific installations; however, the intent of the manual must be fulfilled. It is not intended to duplicate manufacturer's data, but proper references should be made in the text of the O&M manual to indicate that information is applicable and where it is located.

PART 2 - DESCRIPTION AND DESIGN INTENT

2.01 INTRODUCTION

- A. Scope: Brief description of project and purpose of manual. Provide a system description (written and diagrammatic). The following statements shall also be included; operation and maintenance of this equipment shall be performed in accordance with this manual and posted instructions, subject to compliance with applicable technical guides and standards issued by the Owner. It is recognized that minor changes in control points and settings will be required, based on actual operating experience, to correct varying conditions and improve operation. When such changes appear necessary, they shall be submitted to the Chief Operating Engineer for consideration. Upon approval of any changes, the applicable portions of all copies of the manual and proposed instructions shall be revised, reissued and any change in operating procedure brought to the attention of all operating personnel.

"This manual is specifically developed to assist the Owner's personnel in charge at the facility to operate and maintain the building systems and equipment. Manufacturers' recommendations set forth for certain components MUST be followed during the complete warranty period for that equipment."

- B. Contents of Manual: This portion of the introduction shall contain an explanation that the manual is presented in a number of volumes which contain complete operating, maintenance and safety instructions for all equipment listed any other appropriate references as required to outline an explanation of the manuals and major categories of reference materials required with the manuals.

2.02 TABLE OF CONTENTS

- A. The Table of Contents shall list numbers and titles of chapters, selections and main paragraphs with their page numbers. Each volume in a set of manuals shall contain its own Table of Contents. Following is a typical partial Table of Contents:

Electrical Systems

1. Electrical power distribution
2. Lighting

2.03 PART II - OPERATING SEQUENCE AND PROCEDURES

- A. Contents: The operating volume(s) shall contain a chapter for each item included in Part I. Each chapter shall describe the procedures necessary for Owner's personnel to operate the system and equipment covered in that chapter.
- B. Operating Procedures: The operating procedures shall be divided into four subsections: start-up, operation, emergency operation, and shutdown.
- C. Start-up: Give complete instructions for energizing the equipment and making initial settings and adjustments whenever applicable. If equipment is fully automatic, a statement to that effect is all that is required. If a specific sequence of steps must be performed, give step-by-step instructions in the proper sequence. If timing (such as warm-up between power-on and adjustment) is important, clearly state the specific minimum time required at the proper point in the procedure. Refer to controls and indicators by panel; make reference consistent with the nomenclatures used in illustrations and tables of controls and indicators. If preliminary settings differ for different modes of operations, give procedures for each mode.
- D. Operation: Give detailed instruction in proper sequence for each mode of operation. Where, for a given action on the part of the operator, alternate equipment responses are possible, give the appropriate reaction to each.
- E. Emergency Operation: If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under these conditions. Include here only those alternate methods of operation (from normal) which the operator can follow when there is a partial failure or malfunctioning of components, or other unusual condition.
- F. Shutdown Procedure: Include instructions for stopping and securing the equipment after operation. If a particular sequence is required, give step-by-step instructions in that order.

2.04 PART III - MAINTENANCE INSTRUCTIONS AND REQUIREMENTS

- A. Contents: The maintenance volume(s) shall contain a chapter for each item included in Part I. Each chapter shall describe the procedures necessary for the Owner's personnel to perform the maintenance of the systems and equipment covered in that chapter. Emphasis should be made on the method of mechanical control of systems and equipment from a maintenance standpoint. Reference shall be made, as appropriate, to Drawings, schematics and sequences of operation included as part of the construction Contract Drawings and Specifications which show piping and equipment arrangements and items of control. Prints of these Drawings shall be reduced to 11 x 17 inches for insertion in the manuals. Drawings shall represent the "as-built" condition. In addition, provide one indexed copy of Operation & Maintenance Manual in PDF format.
- B. Maintenance Procedures: The maintenance procedures shall be divided into two categories: Preventative maintenance and corrective maintenance.

2.05 PART IV - DIAGRAMS

- A. Providing wiring diagrams of equipment. Provide complete control drawings for all systems & equipment. Provide color coded wiring diagrams of installed systems showing all power, control and communication wiring as applicable. All diagrams shall be customized for this project.
- B. Provide piping and flow diagrams and risers for applicable systems. Provide color coded piping diagrams of all mechanical and plumbing piping. Diagrams shall show flow direction and pipe sizes and identify all valves. Valves shall be labeled and numbered corresponding to actual valve tag. Valve labels shall be cross-referenced in operation and maintenance portion of the manual.
- C. For electrical equipment, provide circuit directories or zoning of the systems as applicable.

2.06 PARTS LIST

- A. Provide original manufacturer's parts list, current prices, illustrations, assembly drawings and diagrams required for maintenance.
- B. Provide a schedule of predicted life of parts subject to wear.
- C. Provide a schedule of items and quantity recommended to be stocked as spare parts. List spare parts initially supplied by manufacturer or provided under this contract.

- D. List names, addresses, phone numbers and contact person for supplier, alternative parts suppliers and factory parts department.
- E. Include copies of each warranty, bond or service agreement. Include name, address, telephone number of responsible organization and contact individual. List proper procedures to follow in the event of failure. List what actions by the Owner might affect validity of warranties, bonds, or service agreements.

2.07 POSTED OPERATING INSTRUCTIONS

- A. General: Operating instructions and diagrams shall be prepared for posting near the equipment. Posted operating instructions shall be photographic or equal nonfading reproductions framed under glass or encased in nondiscoloring plastic and shall be mounted in locations near the appropriate piece of equipment. Instructions and diagrams shall also be used with the operating and maintenance manuals as a basis in training Owners personnel in the operation and maintenance of systems and related equipment installed under Contract at the facility.
- B. Contents: Posted operating instructions shall consist of simplified, consolidated equipment, control and power diagrams graphically representing the entire system and actual equipment installed, including concise written instructions on how to start and stop systems, what settings and conditions are to be observed and what control adjustments are to be made or maintained by the operator.

2.08 SUBMITTALS

- A. Preliminary Submittal: Four draft copies of the complete manuscript for items as outlined herein and training programs in outline form shall be submitted to the Architect-Engineer for Architect review 60 calendar days after approval of equipment. One copy will be returned to the Construction Manager within 30 days after submittal, and, if required, will be revised and resubmitted within 30 calendar days.
- B. Second Submittal: Submit four draft copies of the final draft manual with all revision incorporated along with an agenda of the training programs to the Architect-Engineer for Architect review at least 120 days prior to the Construction Manager reaching Substantial Completion. One copy will be returned to the Construction Manager with comments.
- C. Third Submittal: Submit four copies of the final draft manual to the Architect for review at least 30 calendar days prior to substantial completion. Final review comments will be returned within 8 calendar days following final inspection or acceptance.

- D. Final Submittal: Submit 4 complete sets of manuals to the Architect within 6 calendar days of receipt of the final comments.
- E. Make necessary corrections and/or additions to the manuals after conducting training for the Owner's personal and throughout the warranty period should conditions so warrant.
- F. All submittals shall be bound in 3-ring notebooks, with adequate room for material and adequately labeled.

END OF SECTION 01730

SECTION 01750
WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified Warranties and Bonds.
- B. Compile specified Service and Maintenance Contracts.
- C. Review submittals to verify compliance with Contract Documents.

1.02 RELATED REQUIREMENTS

- A. Bid Bond: See General and Supplementary General Conditions.
- B. Performance Bond and Labor and Material Payment Bond: See General and Supplementary General Conditions.
- C. Warranty of Work After Final Payment: See General and Supplementary General Conditions.
- D. Contract Closeout: Section 01700.

1.03 SUBMITTAL REQUIREMENTS

- A. Assemble Warranties, Bonds, and Service and Maintenance Contracts, executed by each of the respective Manufacturer, Suppliers and Subcontractors.
- B. Number of original signed copies required: Four (4) each.
- C. Table of Contents: Neatly type in orderly sequence.
- D. Provide complete information for each item:
 - 1. Product or Work Item.
 - 2. Firm, with name of principal, address, and telephone number.
 - 3. Beginning date of Warranty, Bond, or Service and Maintenance Contract.
 - 4. Duration of Warranty, Bond, or Service and Maintenance Contract.
 - 5. Provide the following information for Owner's Personnel:
 - a. Procedure in case of failure or malfunction.
 - b. Instances which affect Warranty or Bond validity.
 - 6. Contractor, name of responsible principal, address, and telephone number.

1.04 SUBMITTAL FORM

- A. Punch sheets for 3-ring binder.

- B. Size: 8-1/2 x 11 inches.
- C. Fold larger sheets to fit into binder.
- D. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS": List:
 - 1. Title of Project.
 - 2. Name of Contractor.

1.05 SUBMITTAL TIME

- A. See Section 01700

1.06 SUBMITTAL LOCATION

- A. Bind with Owner's Maintenance Manual specified in Section 01700.

END OF SECTION 01750

SECTION 01800
VALUE ENGINEERING

PART I GENERAL

1.01 DESCRIPTION

- 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: construction cost, 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 Architect including 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 shall prepare a Value Engineering Proposal which shall 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. In association with the Architect, the Contractor shall illustrate the advantages and disadvantages of the existing design in relation to 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, including any additional review fees, design costs, all public utility revisions, and all revised permit coordination fees.

2. A detailed estimate of City development and redesign costs required by acceptance of the proposed change.
3. In association with the Architect, 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. The City's decision will be final.

1.04 Modification of Contract for VEP.

- A. Upon acceptance of a VEP, the City, Architect 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.

END OF SECTION 01800

SECTION 01810
OWNER REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including Conditions of the Contract and All Divisions of these Specifications, apply to this Section.

1.02 SUMMARY

- B. This section shall be considered as Part 4 of all specifications Sections and shall be a supplement to all other division one specifications. If there are conflicts between this section and any other parts of these documents, the most stringent requirement shall govern. Conflicts must be brought to the attention of the Architect and Owner for determination of the best solution to the conflict. The Architect and Owners' decision shall be final.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

The Part 4 of all Sections of these specifications shall be amended or added and shall read as follows:

"PART 4 – OWNER REQUIREMENTS

4.01 DOCUMENTATION

- A The Vendor shall agree to furnish the City with service repair notes, and updates and revisions to system documentation, including software, on an automatic basis of a yearly minimum or as new updates become available, at no charge, with sufficient copies to cover all manuals and software originally supplied for all installations where required.

4.02 AS BUILT DRAWINGS

- A 10 days prior to the start of acceptance tests, the Vendor shall provide five (5) sets of as-built drawings showing the location, mounting details, installation details, interconnections, cable labeling, block and level diagrams, and records and results of tests performed and adjustments made. Vendor as-built drawings and test data shall also be provided in PDF format (one copy)

4.03 MANUALS

- A 10 days prior to the start of acceptance tests, the Vendor shall provide, as a minimum, the following sets of manuals:

1. One (1) operational manual for each piece of equipment, to include details of both hardware and software operation.
2. Five (5) operational manual sets. Each set shall include one operational manual for each type of equipment, with the entire set bound together as a master manual. (In labeled volumes if necessary).
3. Five (5) bound sets of all necessary installation and service manuals for each type of equipment installed.
4. Five (5) sets of installation and service manuals for all other equipment, including, but not limited to the following: controllers, UPS, generators, logic controllers, alarms, CCTV ,access systems, chargers, power supplies, HVAC systems accessories, etc. One copy of all installation and service manuals shall be provided in PDF format.

B All manuals shall adhere to the following standards:

1. All manuals shall emphasize any notes of caution or warning that are intended to protect the operator, technician, or equipment from injury or damage.
2. Operations manuals shall include procedures that maximize operator efficiency and insure optimum equipment life.
3. Maintenance and service manuals shall show sufficient detail to allow a competent technician to perform all necessary troubleshooting procedures and repairs to the board and component level, to perform preventive maintenance, and to keep all adjustable equipment within acceptable operating tolerances. The manuals shall include:
 - a. Introductory material including equipment specification, special ordering information, detailed charts which list the kits and models that make up the equipment, and general safety information.
 - b. Procedures for unpacking, checking, installing, and adjusting the equipment.
 - c. Theory of operation, explaining the circuit-by circuit operation, including appropriate block diagrams.
 - d. Circuit schematics and descriptions, including annotations for theory of operation and maintenance information.
 - e. Procedures for preventive maintenance, service and repair, special disassembly, tests, and trouble-shooting.
 - f. Wiring diagrams with symbols, symbol designations and component values, voltage levels, and termination block details. Components shall be clearly marked with symbol designations and values, such as R1, 100K; C4, 20 μ f; U1, 8085; D3, IN222, etc. A parts list shall include each symbol component.
 - g. Parts lists, including part numbers for mechanical and electrical parts, and reference designations for all electrical parts. Each electrical part shall be identified by a reference designation on

the schematic diagram, as well as on the parts list. Mechanical parts shall be described, and part numbers provided.

4. Maintenance and service manuals shall be factory printed, not photocopies. Foldout schematic diagram sheets or other pages that require folding shall be a continuous sheet of paper without splices.

4.04 SOFTWARE

- A. The Vendor shall furnish and install the latest version of Operating System software for each piece of equipment supplied that requires software for operation. The software shall contain the manufacturer's full instructions for installation, setup and configuration. Any proprietary restrictions on software or documentation shall be identified and described. The software shall be licensed to the City for the life of the system. All software furnished shall be date compatible for a minimum of 90-years or the life of the system, which ever is longer. The vendor shall furnish the City with a licensed disk copy of all Operating Systems software and 2-copies of the user programmer's manual. The manual shall contain complete instructions on how to program all aspects of the system.
- B. The vendor shall furnish and install Application software required for setup and operation of the system. The software shall be fully tested for all aspects of its intended purpose. The software shall be licensed to the City for the life of the system. All software furnished shall be date compatible for a minimum of 90-years or the life of the system, which ever is longer. The vendor shall furnish the City with a licensed disk copy of all Application software and 2-copies of the user programmer's manual. The manual shall contain complete instructions on how to program all aspects of the system.
- C. If any of the software is stored on PROM, EPROM, EEPROM, flash or any other type of non volatile memory, the vendor shall provide the City with a means to reprogram it. If the data furnished is on disk, the Vendor shall provide the City with the operating program to apply to a PROM burner or other mechanism to load the program. Furnishing the City with a spare set of programmed IC chips that will become the property of the City will meet this requirement.

4.05 TRAINING

- A. Training Program
The Contractor shall coordinate with City representatives to develop a training program for system users, and for system maintenance personnel. The training program shall be approved by the City before implementation. Contractors may provide videotapes of their training classes. The City shall be authorized to videotape all training sessions for use in training additional City personnel.
- B. Training Classes
Immediately prior to system start-up, the Contractor shall conduct training classes in accordance with the agreed-upon program.

1. The Contractor shall provide instructors who are highly skilled (with extensive training and experience on the equipment supplied under these specifications) as well as all necessary instructional materials.
2. A copy of a training manual shall be supplied to each trainee. The manual shall be written at a level appropriate to the trainee, and closely reflect the information imparted in the class. The listed classes are the minimum required training classes.

B. Notification Requirement

It shall be the Contractors responsibility to make these requirements for Documentation, Software and Training known to all subcontractors in writing prior to entering into any subcontracts. This requirement shall become a part of the subcontract. If the contractor fails to do so, the City will have the right to require the contractor to replace entire control systems that are not compliant with systems that are, at no additional cost to the City.

END OF SECTION

CITY OF SACRAMENTO

DEPARTMENT of PARKS and RECREATION
LANDSCAPE ARCHITECTURE SECTION

CONSTRUCTION PLANS FOR:

MAMA MARKS PARK ADA RESTROOM UPGRADES

1140 ROANOKE AVENUE

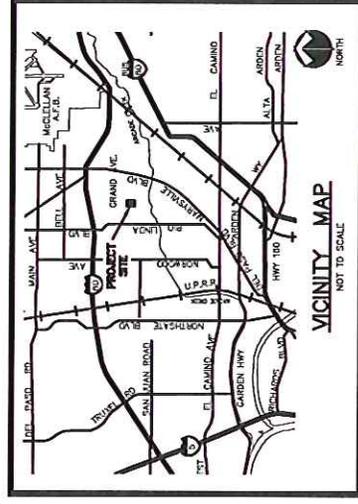
P.N.: L19-1961-00

PARCEL NO.: 251-0143-050-0000

CITY OF SACRAMENTO
PARKS AND RECREATION DEPARTMENT
LANDSCAPE ARCHITECTURE SECTION
915 I STREET, 5TH FLOOR, SACRAMENTO, CA 95814
MAMA MARKS PARK IMPROVEMENTS PN: 2007765003



Stantec
1621 J STREET - SUITE 100
SACRAMENTO, CA 95814
TEL 916.442.2920
WWW.STANTEC.COM



MAMA MARKS PARK RESTROOM ADA UPGRADE COVER SHEET

ARCHITECT:

DESIGN BY/DRAWN BY:	
DATE:	06/22/08
SCALE:	AS NOTED
PALENOGRAPHY:	
REVISIONS:	

SHEET NO. C
1 OF 6

TITLE	SHEET INDEX	SHEET NO.
COVER SHEET		C
OVERALL SITE PLAN/EXISTING CONDITIONS		A-0
ARCHITECTURAL PLANS		A-1
ARCHITECTURAL DETAILS		A-2
PLUMBING PLANS		P-1
ELECTRICAL PLANS		E-1

CITY REPRESENTATIVE:

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CITY OF SACRAMENTO, DEPARTMENT OF PUBLIC WORKS
5730 24TH STREET BUILDING 4
SACRAMENTO, CA 95822
TELEPHONE: (916) 608-8423
APPROVED BY:

JAMES L. COOPER, DIRECTOR
DEPARTMENT OF PARKS AND RECREATION (DATE)

C. GARY HYDEN, SUPERVISING LANDSCAPE ARCHITECT #1741 (DATE)

KYLE RAPHAEL, PARKS OPERATIONS MANAGER
DEPARTMENT OF PARKS AND RECREATION (DATE)

- #### GENERAL NOTES
- COORDINATION OF CONTRACT DOCUMENTS: REFER TO SECTION 5-3 COORDINATION OF CONTRACT DOCUMENTS OF THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION DATED JUNE 2007 INCLUDING ALL APPLICABLE ADDENDA AND MEMORANDA.
 - TRAFFIC CONTROL REQUIREMENT: REFER TO SECTION 10-10 TRAFFIC CONTROL REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
 - EXISTING FACILITIES: REFER TO SECTION 13 EXISTING FACILITIES OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
 - LOCATION AND PROTECTION OF EXISTING UTILITIES: REFER TO SECTION 6-18 MAIN AND TRUNKING UTILITIES OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
 - PERMANENT SURVEY MONUMENTS: REFER TO SECTION 10-3 TRENCH SAFETY REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
 - HUMAN BURIAL ENCOUNTERS: REFER TO SECTION 10-10 TRAFFIC CONTROL REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS. ALL WORK IN THE AREA SHALL STOP IMMEDIATELY AND THE SACRAMENTO COUNTY CORONER'S OFFICE SHALL BE NOTIFIED IMMEDIATELY IF THE DISCOVERY OF HUMAN REMAINS OCCURS. THE AMERICAN HERITAGE COMMISSION AND ANY OTHER AGENCIES MUST BE NOTIFIED AND RECOMMENDATIONS MUST BE NOTIFIED AND RECORDED PURSUANT TO CEQA SECTION 15564.3; HEALTH AND SAFETY CODE SECTION 15564.3; AND PUBLIC UTILITIES CODE SECTION 52077.04 AND 52077.08.
7. TRENCH SAFETY PLANS: REFER TO SECTION 6-8 TRENCH SAFETY PLANS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
8. PROTECTION OF WORK, PERSONS AND PROPERTY AGAINST DAMAGE: REFER TO SECTION 7-7 PROTECTION OF WORK, PERSONS AND PROPERTY AGAINST DAMAGE OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
9. RECORD DRAWINGS: REFER TO SECTION 6-8 RECORD DRAWINGS OF THE STANDARD SPECIFICATIONS FOR REQUIREMENTS.
10. LAWS, REGULATIONS: REFER TO SECTION 6-1 LAWS TO BE OBSERVED AND SECTION 2-1 STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS FOR REQUIREMENTS.
11. EXISTING PARK SITE: THE CONTRACTOR SHALL MINIMIZE VEHICULAR TRAFFIC ON ALL PARK AREAS. ALL AREAS DAMAGED BY THE CONTRACTOR SHALL BE FULLY RESTORED TO CITY OF SACRAMENTO'S STANDARDS AND SHALL BE AT THE SOLE EXPENSE OF THE CONTRACTOR.

