

**INVITATION FOR BIDS
CONTRACT No. 2018-03**

for

**INTERIOR ALTERATIONS TO
SAN MATEO COUNTY HARBOR DISTRICT
ADMINISTRATIVE OFFICE
504 AVENUE ALHAMBRA, 2ND FLOOR,
EL GRANADA, CA 94018**

San Mateo County Harbor District



San Mateo County Harbor District

504 Avenue Alhambra, 2nd Floor, PO Box 1449
El Granada, CA 94018

For Immediate Release

DATE: 03-19-2018

**Contact: John Moren, Director of Operations
San Mateo County Harbor District
El Granada, CA 94018**

(650) 741-9163

PUBLIC NOTICE

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the San Mateo County Harbor District will receive sealed bids for the Interior Alterations to the San Mateo County Harbor District Administrative Office. The District invites qualified contractors to bid on the Interior Alterations to the San Mateo County Harbor District Administrative Office at El Granada.

Project Description: Interior Alterations to (E) Office Space

Prospective Bidders are directed to the Harbor District's website for construction documents and further information.

Sealed Bid Proposals shall be submitted to the San Mateo County Harbor District, Administration Office, no later than 2:00 pm. local time on May 01, 2018, at 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018.

NOTE: THERE IS NO DIRECT USPS DELIVERY TO THE DISTRICT OFFICE

PROJECT BID SPECIFICATIONS ARE IMMEDIATELY AVAILABLE at the San Mateo County Harbor District, 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018 or on the District's website at www.smharbor.com. Phone 650-741-9163.

A MANDATORY pre-bid conference will be held on April 04th 2018 at 10:00 a.m. at the office of the Harbormaster at 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018. The job walk is mandatory for the contractor's bid to be considered responsive.

Bid and Material & Labor Bonds are required as part of this agreement.

The District reserves the right to reject any and all bids and to waive any irregularities therein. The award of this contract shall be made to the lowest responsible and responsive bidder. No proposals will be accepted by facsimile or electronic mail.

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Harbor District Administrative Offices, San Mateo County Harbor District (District), either by U.S. Postal Service addressed to its mailing address, PO Box 1449, El Granada, CA 94018, or by courier or personal delivery to 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018, on **May 01, 2018, by 2:00 p.m., Pacific Standard Time**, at which time bids will be publicly opened and read for the following:

CONTRACT NO. 2018-03

Interiors Alterations to the
San Mateo County Harbor District Administrative Office at
504 Avenue Alhambra, 2nd floor,
El Granada, CA 94018

NOTE: THERE IS NO DIRECT USPS DELIVERY TO THE DISTRICT OFFICE

The District seeks bids for San Mateo County Harbor District Administrative Office, El Granada. Bids shall be submitted on the District's "Bid Form" and enclosed in a sealed envelope marked "**CONTRACT NO. 2018-03**, San Mateo County Harbor District Administrative Office," and plainly endorsed with Bidder's name and address.

Bidders bidding as the prime contractor must possess a valid State of California **Class B** Contractor's License at the time of contract award. All subcontractors, if any, must be properly licensed by the State of California to perform specialized trades.

A mandatory pre-bid conference and site visit will be held prior to the date of bid opening. District staff will be available to answer general questions pertaining to the solicitation documents and the specifications. Any questions that may require staff research to answer or that will otherwise modify the meaning or intent of this solicitation shall be submitted to the District in writing as described in Special Provision 1.8. The pre-bid conference will take place on **April 4th, 2018 at 10:00 a.m.** at the San Mateo County Harbor District Office, 504 Ave Alhambra, 2nd Floor, El Granada, CA 94018. There will be a site visit immediately following the pre-bid conference. Any individuals who participate in the site visit must bring their own safety gear (hard hat, safety vest, safety glasses, and steel toed shoes) to wear during the site visit.

Bids must be accompanied by a deposit either in the form of a certified or cashier's check or Bidder's Bond, as described in the documents, which shall be applied to damages sustained by the District in the event that the successful Bidder fails or refuses to enter into a contract awarded to it by the District.

Requests for modifications or clarifications of any requirement must be submitted in writing to San Mateo County Harbor District, Director of Operations, John Moren by e-mail at jmoren@smharbor.com or by facsimile at (650) 583-4614 by **April 10th, 2018 at 4:30 p.m., Pacific Standard Time**.

This is a Public Works Contract. The general prevailing rates of per diem wages and the general prevailing rates for regular (straight) time, holiday and overtime work in San Mateo County for each craft, classification and type of worker needed to execute the Contract shall be set forth in the current

General Prevailing Wage Determinations made by the Director of Industrial Relations pursuant to California Labor Code Sections 1720 et seq. The current General Prevailing Wage Determinations are incorporated into the Contract, and are available at the California Department of Industrial Relations' website (www.dir.ca.gov/dlsr/DPreWageDetermination.htm). Should the general prevailing wage rates not specify a wage determination for a particular type of worker, attention is directed to 8 CCR 16202(b) regarding petitioning the Director of the California Department of Industrial Relations for a special wage determination. Responsibility for labor law enforcement remains with the Division of Labor Standards Enforcement.

The successful Bidder will be required to furnish a Performance Bond and a Payment Bond, both in the amount set forth in the Special Provisions.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the District withholding funds from progress payments (retention) during the Project.

Bids will be examined and reported to the General Manager within ninety (90) calendar days after the bids have been opened. The District reserves the right to reject any and all bids, or to waive any irregularities or informalities in any bid or in the bid procedure, or to postpone the bid opening for good cause. No Bidder may withdraw its bid for a period of ninety (90) calendar days after the date of opening of the bids. Each Bidder will be notified of award of contract, if award is made.

Contractors and subcontractors must be registered with the Department of Industrial Relations (DIR) at the time of bid, or else the bid may be rejected as non-responsive. (See Labor Code sections 1725.5 and 1771.1.) For federally funded projects, the contractor and subcontractors must be registered at the time of contract award. (See Labor Code section 1771.1(a). Each bidder must submit proof of contractor registration with DIR (e.g. a hard copy of the relevant page of the DIR's database found at: <https://efiling.dir.ca.gov/PWCR/Search>). This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4.

To inspect and obtain the Bid Documents or for additional information, please contact San Mateo County Harbor District, Director of Operations, John Moren by telephone at (650)741-9163, by facsimile at (650) 583-4614, or by e-mail at jmoren@smharbor.com.

Dated at El Granada, this 03/19/2018

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

SAN MATEO COUNTY HARBOR DISTRICT

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

These General Conditions and Instructions apply to all bids, except insofar as they may be modified by the Special Provisions, Technical Specifications or Bid Forms.

1. **Definition of Terms.** Whenever in the Bid or Contract Documents the following terms or pronouns in place of them, or abbreviations are used the intent and meaning shall be interpreted as follows:

"District" shall mean San Mateo County Harbor District.

"Board," "Director," "Directors," or "Board of Directors" shall mean the five (5) member governing board of the San Mateo County Harbor District or members thereof.

"Secretary" means the Administrative Assistant/Deputy Secretary of the Board of the San Mateo County Harbor District.

"General Manager" means General Manager of the San Mateo County Harbor District.

"Contractor" means the successful bidder to whom a contract is awarded.

"Written Order" means a written order signed by the General Manager or properly authorized representative or agent, mailed to the Contractor at the address designated in the firm's Bid, or to such other address as may be designated in writing as its official place of business.

"Bid Documents" or "Contract Documents" mean the Notice Inviting Sealed Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Forms and Addenda, if any.

"Bidder" or "Bid" means Proposer or Proposal, respectively.

2. **Explanations and Clarifications**

- A. **Request for Interpretation or Correction.** Prospective Bidders must examine the Contract Documents carefully. It shall be the duty of every person contemplating submitting a Bid for the proposed Contract, to contact the Secretary and request in writing, before bidding, an interpretation or correction of every discrepancy, ambiguity, error or omission in any of the Contract Documents which should have been discovered by a reasonably prudent Bidder.

Any interpretation, change or correction of said Contract Documents will be made by addenda only, duly issued by the District. Copies of such addenda will be mailed or delivered to each firm receiving a set of said specifications. Upon such mailing or delivery, such addendum will become a part of the Contract Documents, and binding on all Bidders whether or not actual notices of such addenda are shown.

- B. Interpretations or Corrections Binding. Only the written interpretation or correction so given by the District shall be binding. All oral modifications of the Contract Documents are void and ineffective.
3. Form of Bid and Signature. The Bid shall be made on the form provided and shall be enclosed in a sealed envelope marked and addressed as required. If the Bid is made by a sole owner, it shall be signed with the firm's full name and its address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a member of the firm, who shall also sign its own name, and the name and address of each member of the firm shall be given; and if it is made by a corporation it shall be signed by **two** officers of the corporation, consisting of (1) the chairman of the board, president, or vice president, and (2) the secretary, assistant secretary, chief financial officer, assistant financial officer, or by a person authorized by the corporation to execute written Contracts on its behalf. If the Bid made by a corporation is signed by a person other than an officer, or by only one officer, there must be attached to the Bid a certified copy of a resolution of the corporation authorizing such officer or person to sign Bids on behalf of the corporation. If it is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization so to do. If it is made by an LLC, it must be signed by an officer or other member who has full and proper authorization to execute contracts on behalf of the LLC. Bids submitted in any other form will be considered non-responsive and may be rejected.
4. Bid Form. Blank spaces in the Bid shall be properly filled. The phraseology of the Bid must not be changed and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineations must be explained or noted in the Bid over the signature of the Bidder. If the unit price and the total amount named by a Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention. Any mathematical errors apparent on the face of the Bid shall be corrected and the mathematically correct total shall be used to determine the lowest Bidder.
5. Unauthorized Conditions. Unauthorized conditions, limitations or provisions attached to a Bid will render it informal and may cause its rejection. No telegraphic Bids or modifications will be considered.
6. Submission of Bid. Prior to the hour specified in the notice inviting sealed Bids, all Bids shall be delivered to the Secretary at the address shown in the Notice. All Bids shall be in a sealed envelope properly endorsed as to the item being Bid and the Bidder's name and address. No Bids received after said time or at any place other than the time and place as stated in the notice will be considered.
7. Withdrawal of Bid. Any Bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of Bids only by written request for the withdrawal of the Bid filed with the District. The request shall be executed by the Bidder or its duly authorized representative.

A telephonic request is not acceptable. The District will accept facsimile or email transmissions of properly executed requests that are received by the District prior to the time fixed in the public notice for the opening of Bids. The District will not be responsible for interruptions, delays, or any other unsuccessful facsimile or email

transmission of Bid withdrawals, whether or not caused by the District's facsimile equipment. The withdrawal of a Bid does not prejudice the right of the Bidder to file a new Bid. Whether or not Bids are opened exactly at the time fixed in the public notice opening Bids, a Bid will not be received after that time, nor may any Bid be withdrawn after the time fixed in the public notice for the opening of Bids.

8. **Canvass of Bid.** At the hour specified in the notice, the Secretary will open, examine and publicly declare all Bids received. Bidders, their representatives, and others interested are invited to be present at the opening of Bids. Award will be made or Bids rejected by the District within the time specified in the Specifications or Bid Forms or, if not specified, within a reasonable time after Bids have been opened. The District reserves the right to postpone the Bid opening for its own convenience.
9. **Award of Contract.** The award of the Contract, if awarded, will be made to the lowest responsible Bidder whose Bid complies with the requirements prescribed and whose qualifications are satisfactory to the District. Such award, if made, will be made within ninety (90) days after the opening of the Bids. If the lowest responsible Bidder refuses or fails to execute the Contract or file the required bonds, the District may award the Contract to the second lowest responsible Bidder. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the District and the Bidders concerned. All Bidders shall be notified of the award.
10. **Rejection of Bids.** The District may reject any and all Bids, and must reject the Bid of any party who has been delinquent or unfaithful in any former Contract with the District. The District also reserves the right to waive any irregularities or informalities in any Bid or in the bidding procedure. All Bidders shall be notified of the award. All Bids must remain in effect at least ninety (90) days from the Bid opening date.
11. **Taxes.** The supplies, materials or equipment called for under the Specifications will be used by the District in the performance of a governmental function and are exempt from taxation by the United States Government, and the District will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. California State sales or use taxes shall be included in the Bid price.
12. **Additional Taxes.** Any sales tax, use tax, imposts, revenues, excise, or other taxes which may hereafter be imposed by the State of California or any political subdivision thereof, and applicable to the sale of the material delivered as a result of the Bidder's Bid and which, by the terms of the tax law may be passed directly to the purchases, will be included in the Bid price.
13. **Alternative Bid.** Submission of alternative Bid or Bids, except as specifically called for in the Specifications or Bid Forms, will render it informal and may cause its rejection.
14. **Bidder's Security.** Each Bidder shall submit with its Bid one of the following forms of Bidder's security:

- (a) An unconditional Certified or Cashier's Check on a solvent bank, in an amount equal to at least ten percent (10%) of the amount Bid, payable to the order of San Mateo County Harbor District; or
- (b) A Bidder's Bond, in an amount equal to at least ten percent (10%) of the amount Bid, using the form entitled "Bidder's Bond," provided with the Bid documents, and properly executed and acknowledged by the Bidder and by a corporate surety authorized to transact such business in the State of California and acceptable to the District.

Any condition or limitation placed upon said check or any alteration of said form of bond, or imperfection in the execution thereof, as herein required will render it informal and may, at the option of the District, result in the rejection of the Bid under which such check or bond is submitted. Said check or Bidder's Bond shall be a guarantee that the Bidder(s), if awarded the Contract, will execute the required Contract and bonds within fifteen (15) days after receipt of the contract and bond forms from the District or such additional time as may be allowed by the District. If the Bidder(s) fails or refuses to execute the required Contract and bonds within said time, the money and proceeds from the check or bond as the case may be, shall be applied towards payment of the damage to the District on account of the delay in the execution of the Contract and bonds and the performance of the work thereunder, and the necessity of accepting a higher or less desirable Bid resulting from such failure or refusal to execute the Contract and bonds required. The amount of the check or bond as the case may be, shall not constitute a limitation upon the right of the District to recover for the full amount of such damage. The check or bond of the successful Bidder(s) and the next two highest Bidders will be returned after the execution of the Contract with the successful Bidder(s) and the approval of its bonds on behalf of the District, and the checks or bonds of the other Bidders will be returned promptly after the Bids have been opened and reviewed by the District.

- 15. **Permits and Licenses.** To the extent permit and licensing requirements are applicable, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.
- 16. **Statement of Experience and Qualifications.** Upon request, the Bidder may be required to prove to the District's satisfaction that it has the skill and experience and that it has the necessary facilities and ample financial resources to perform the Contract in a satisfactory manner and within the required time.
- 17. **Waiver.** The Bidder shall represent and warrant that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the Specifications; that Bidder has checked its Bid for errors and omissions; that the prices stated in its Bid are correct and as intended by it and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the Contract Documents.

The Bidder waives any claim for the return of its Bid deposit if, on account of errors or omissions claimed to have been made by it in its Bid, or for any other reason, it should refuse or fail to execute the Contract.

18. **Non-Collusion Certification.** By submitting a Bid, the Bidder represents and warrants that such Bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder.
19. **Penalty for Collusion.** If at any time it shall be found that the person, firm or corporation to whom a Contract has been awarded has, in presenting any Bid or Bids, colluded with any other party or parties, then the Contract so awarded shall be null and void and the Contractor and its bondsmen shall be liable to the District for all loss or damage which the District may suffer thereby and the District may advertise for a new Contract for said labor, supplies, materials or equipment.
20. **Interest of District Personnel.** By submitting a Bid, the Bidder represents and warrants that neither the General Manager, nor any Director, officer or employee of the District is in any manner interested directly or indirectly in the Bid or in the Contract which may be made under it, or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title 1 (commencing with Sec. 1090) or Title 9 (commencing with Section 8100 of the Government Code of the State of California).
21. **Representation Before the District.** No person previously in the position of Director, Officer, employee, or agent of the District may act as an agent or attorney for, or otherwise represent, a Bidder or Contractor by making any formal or informal appearance, or any oral or written communication, before the District, or any officer or employee of the District, for a period of twelve months after leaving office or employment with the District, if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award, or revocation of a permit, license, grant or Contract.
22. **Time for Execution of Contract and Filing Bond.** The Bidder(s) to whom award is made shall execute a written Contract with the District on the form of Contract of the District and furnish a good and approved bond as herein required within fifteen (15) days after receiving the forms of Contract and bond for execution.

If the Bidder to whom award is made fails to enter into the Contract as herein provided and furnish the said bond, the award will be annulled and an award may, in the discretion of the District, be made to the Bidder whose Bid is next most acceptable; and such Bidder shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
23. **Documents Deemed Part of Contract.** The Notice Inviting Sealed Bids, General Conditions and Instructions for Bidders, Special Provisions, Bid Form, Technical Specifications and Addenda, if any, and the Agreement will be deemed a part of the Contract.
24. **Governing Law; Compliance with Laws.** The Contractor hereunder shall be governed by the laws of the State of California. The Contractor must comply with all local, state

and federal laws, rules and regulations applicable to this Contract and to the work to be done hereunder, including, all rules and regulations of the District.

25. **Manner of Execution of Contract.** If the Contractor is an individual, the Contract shall be executed by the Contractor personally. If the Contractor is a co-partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Contractor is a corporation, it must be executed by two officers of the corporation consisting of (1) the Chairman of the Board, President or Vice President; and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer, or by a person authorized by the corporation to execute written Contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than an officer, or by only one officer there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written Contracts for and on behalf of the corporation. If the Contractor is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization so to do. If the Contractor is an LLC, the Contract must be executed by an officer or other member who has full and proper authorization to execute contracts on behalf of the LLC.
26. **Faithful Performance Bond.** Upon execution of the contract, the Contractor shall furnish a bond to guarantee the faithful performance of the contract. The amount of the bond shall be stated in the Special Provisions. The bond shall be with a California-admitted corporate surety, or with two or more sufficient sureties to be approved by the District. As an alternative to furnishing a bond, Contractor may guarantee faithful performance of the contract by (1) depositing with the District a certified check or cashier's check from a solvent bank for the prescribed amount.
27. **Effect of Extensions of Time.** Granting, or acceptance, of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release to Contractor or the surety on Contractor's faithful performance bond from said guarantee.
28. **Changes by the Contractor.** If the Contractor, on account of conditions developing during the performance of the contract, finds it impracticable to comply with these Specifications and applies in writing for a modification of requirements, such change may be authorized only in writing by the General Manager, if not detrimental to the District.
29. **Changes by the District.** In case any work, materials or equipment shall be required which are not mentioned, specified or indicated or otherwise provided for herein, the Contractor shall, if ordered in writing by the General Manager, do and perform such work and furnish such materials or equipment at the Contractor's catalogue prices, less discounts ordinarily allowed to users of such materials or equipment or at regular labor charges less customary discounts, or both.

The Contractor's Bid to perform any changes requested by the District shall include the cost of the material, engineering time, labor for installation if required and a reasonable markup, if any.

In case any work, materials or equipment which are mentioned, specified or indicated or otherwise provided for in the contract or in the Specifications forming a part of the contract shall be required to be omitted from, in or about the work, the Contractor shall, if ordered by the General Manager, omit the performance of such work and the furnishing of such materials or equipment and there shall be deducted from the amount to be paid to the Contractor the amount which the General Manager and the Contractor shall determine and mutually agree to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the Contractor.

It is understood, however, that the amount of work, materials or equipment required by the Contract shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as substantially to alter the general character or extent of the Contract.

30. Change Orders. The Contract may be modified or changed by the District from time to time, in order to carry out and complete more fully and perfectly the work agreed to be done and performed. An order that modifies or changes work to be performed under the Contract shall be valid only if issued in writing and signed by the General Manager and shall designate (1) the change in cost or manner of payment, if any and (2) the effect on time for Contract performance, if any. Work so ordered must be performed by the Contractor.

31. Disputed Work/Claims. The Contractor must promptly comply with the following procedures in the event the Contractor has any dispute regarding (1) the District's determination on any change orders relative to adjustments in Contract price, time for performance or any other requirement or (2) whether a determination or order by the District violates the provisions of the Contract. Before proceeding with such work or complying with such determination or order, or simultaneously, the Contractor must notify the General Manager in writing of the reasons for the Contractor's opinion with respect to the dispute and request a final determination. The General Manager shall render the final determination within a reasonable time of receipt of such written request.

If the General Manager determines that the work in question is Contract work and not extra work, or that the determination or order complained of is proper, he/she will direct the Contractor to proceed, and the Contractor must promptly comply. However, in order to reserve its right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within ten (10) days after receiving notice of the General Manager's determination and direction, notify the General Manager in writing that the work is being performed, or that the determination direction is being complied with under protest.

If the Contractor fails to so appeal to the General Manager for a determination, or having so appealed, should the Contractor thus fail to notify the General Manager in writing of its protest, the Contractor shall be deemed to have waived any claim for extra compensation or damage therefore. Oral appeals or oral protests, no matter to whom made, shall not be deemed even substantial compliance with the provisions of this Section.

32. **Notice of Potential Claim.** The Contractor shall not be entitled to the payment of any additional compensation or damages for any cause, including any act or failure to act by the District, or the happening of any event, thing or occurrence, unless, it shall give the District due written notice of potential claim as described below. Compliance with this section shall not be a prerequisite as to matters within the scope of the protest provisions in General Condition 31, "Disputed Work/Claims."

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation or damages will or may be due, the nature of the cost involved and, insofar as possible, the amount of the potential claim. The notice must be given to the General Manager prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation or damages, if based on an act or failure to act by the District, or in all other cases, within fifteen days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this section that differences between the parties arising under and by virtue of the Contract be brought to the attention of the District at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor agrees that it shall have no right to additional compensation or damages for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as required was filed.

33. **Contractor's Liability.** The Contractor will indemnify, keep and save harmless the District, its agents, officials and employees, against all suits or claims arising out of any injury or death to persons or property caused by, resulting from, relating to, or alleged to have been caused by, result from, or relate to, the acts or omissions of the Contractor (including its employees and subcontractors) , whether or not it has been alleged that the injury was caused through a negligent act or omission of the Contractor (or its employees or subcontractors), unless the injury was caused by the willful misconduct or the sole or active negligence on the part of the District, its agents, officials or employees. The Contractor will, at its own expense, defend any and all such actions, and will at its own expense pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment is rendered against the District in any such action, the Contractor will at its own expense satisfy and discharge the same.
34. **Approval by the General Manager.** The work shall be executed under the direction and supervision of the General Manager or his designee, on whose inspection all work shall be accepted or condemned. The General Manager shall have full power to reject or condemn any materials furnished or work performed under the Contract which do not conform to the terms and conditions set forth in the Contract Documents.
35. **Defective or Damaged Work.** The Contractor agrees that within ten calendar days after being notified in writing by the District of any work not in accordance with the requirements in the Contract or of any defects in the work, it will commence and prosecute with due diligence all work necessary to fulfill the requirements of the Contract or correct the defect, and will complete such work in a reasonable period of time and at no additional cost to the District.

If the Contractor fails to promptly comply with this provision, the Contractor hereby authorizes the District to proceed to have such work done at the Contractor's expense, and Contractor agrees to honor and pay the costs and charges upon the District's demand. In the alternative, the District may elect to deduct the costs and charges from any compensation due or to become due to the Contractor. The District shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs and charges. Nothing in the provision shall limit or restrict the warranty provisions set forth in the General Conditions, Special Provisions, and Technical Specifications.

36. **Independent Contractor.** Neither Contractor nor any of the Contractor's employees is, or shall be deemed, an agent or employee of the District, and in the performance of all work hereunder, Contractor shall be an independent Contractor, shall comply with all applicable Worker's Compensation laws, shall comply with and carry all policies of insurance required by the Longshoremen's and Harbor Worker's Compensation Act, shall pay all required Social Security taxes and Unemployment Compensation taxes, and shall pay or perform all other obligations imposed upon an employer of labor, all at Contractor's expense, and, furthermore, shall indemnify the District against any and all liability as a result of Contractor's failure to perform any of the foregoing requirements.
37. **Protection of Work and of Persons and Property.** During performance and up to the date of final acceptance by the District, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury. In the event of damage, loss or injury to the finished and unfinished work, the Contractor shall promptly replace or repair such work, whichever the District shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract shall be absolute and shall not be affected by the District's approval of or failure to prohibit means and methods of construction used by the Contractor.

During the performance of this Contract and up to the date of final acceptance, the Contractor must take all reasonable precautions to protect the persons and property of others from damage, loss or injury. Within three (3) days after notice to it of the happening of any such loss, damage or injury to work, persons and property, the Contractor shall make a full and complete report thereof in writing to the District.

Under this article the Contractor assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Contractor, or the District, or the District's Representative, or of third persons; or from any other cause, and whether such risks are within or beyond the control of the Contractor, excepting risks which arise solely from District or District Representative's active negligence or affirmative acts with actual and willful intent to cause the loss, damage and injuries, and professional errors and omissions of the District or of the District's Representative:

- a. The risk of loss or damage to the finished and unfinished Work prior to final acceptance by the District;
- b. The risk of claims, just or unjust, by third persons against the Contractor, the District or the District's Representative on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising or alleged to arise out of or

in connection with the performance of the Work (whether or not actually caused by or resulting from the performance of the Work) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the work site, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after final acceptance of the Work;

- c. The risk of loss or damage to any property, including the loss of use thereof of the Contractor, and of claims made against the Contractor, the District, or the District's Representative for loss or damage to any property, including the loss of use thereof of subcontractors, material men, workmen and other performing the Work, occurring at any time prior to completion of removal of such property from the premises or in the vicinity thereof.

Neither the acceptance of the completed Work or payment therefore shall release the Contractor from its obligations under this article. The enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provisions of this article or to imply that it assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this article nor the enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall be deemed to limit the risks which the Contractor would assume or the claims for which it would be responsible in the absence of such enumerations.

Except as these specifications otherwise may provide, all loss or damage of any sort or nature arising from any unforeseen obstruction or difficulties, either natural or artificial, or from any act or omission not authorized by these specifications on the part of the Contractor, or any agent or person employed by it, shall be the responsibility of the Contractor.

The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor, or the District.

38. **Damages.** All loss or damage arising from any unforeseen obstruction or difficulties, whether natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials or equipment, or from any action of the elements prior to the final acceptance of the work or of the supplies, materials or equipment, or from any act or omission not authorized by these Specifications on the part of the Contractor or any agent or person employed by it shall be sustained by the Contractor.
39. **Failure to Complete Contract-Effect.** In case of failure on the part of the Contractor to complete its Contract within the specified time or within authorized extensions thereof, the Contract may be terminated and the District shall in such event not thereafter pay or allow to the Contractor any further compensation for any labor, supplies or materials furnished by it under said Contract; and the District may proceed to complete such Contract either by reletting or otherwise, and the Contractor and its bondsmen shall be liable to the District for all loss or damage which it may suffer on account of the Contractor's failure to complete its Contract within the specified time.
40. **Non-Performance of Contract.**

- a. Right to Stop Work. Authority to stop the work, in whole or in part is vested in the District and may be invoked whenever it deems such action necessary to insure proper execution of the Contract; work may not be resumed until the District has given written consent.

- b. Rejection of Materials and Workmanship. The District has the right to reject defective material and workmanship and to require its replacement or correction without additional cost to District. Defective material and workmanship includes, but is not limited to, materials and workmanship that does not meet the requirements of the specifications of this Contract reasonably interpreted in the sole discretion of the District. Contractor shall promptly segregate and remove rejected work. All adjacent work disturbed by removal of such work shall be replaced in accordance with this Contract and without expense to the District including work of other Contractors disturbed by such removals and replacements.
 - (1) If Contractor fails to proceed at once with replacement of rejected work, District may, by Contract or otherwise, replace such material and correct such workmanship and charge the cost to the Contractor, or District may terminate right of the Contractor to proceed. The Contractor and its surety shall be liable for any damage to same extent as provided for by terminations hereunder.
 - (2) If rejected materials are not removed within a reasonable time, District may cause them to be removed and stored at Contractor's expense three days after issuing written notice to so remove them. If Contractor does not pay for such removal and storage within six days thereafter, District may, six days after further written notice, sell the materials and credit Contractor with net proceeds after all costs of removal and sale are deducted. If materials so removed are valueless or sale does not meet cost of removal, Contractor shall bear all resultant loss.

- c. Neglected Work. District may perform or employ others to undertake portions of the work persistently neglected by the Contractor if work is still proceeding unsatisfactorily three days after written notice to the Contractor. In such case work will be done according to the Contract Documents and the cost deducted from next payment falling due to the Contractor. Such action shall in no way affect status of either party under Contract, nor be held as basis of any claim by the Contractor or for extension of time.

- d. Right to Withhold Payment. Part or whole of any payment or any certificate may be withheld by District if such course is deemed necessary to protect District from loss on account of Contractor's failure to meet its obligations or if balances unpaid to Contractor are insufficient to complete the work. This right may also be exercised if in District's opinion the work will not be completed in time specified for performance of the Contract.

41. Termination of Right to Proceed. If the Contractor should appear to the District to be in default and the Contractor fails to remedy its default within five (5) days after receipt

from the District of notice of such default, the District may terminate the Contractor's right to proceed with work or that portion which the District determines is most directly affected by the default.

The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of the Contract; abandonment, assignment or subletting of the Contract without approval of the District, bankruptcy or appointment of a receiver for Contractor's property; failure to maintain the schedule of work; refusal or failure to maintain the schedule of work; refusal or failure properly to prosecute the work; use of materials, supplies, plant or equipment of improper quality or quantity; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of the Contract in bad faith.

Upon the District's termination of the Contractor's right to proceed with the work or a portion of it, the District will have the right to complete the work or the portion by whatever means and methods it deems expedient, including the hiring of others on such terms as the District deems advisable.

The expense of completing such work or portion thereof, together with a reasonable charge for managerial and administrative services as certified by the District, will be charged to the Contractor, and the expense so charged will be deducted by the District out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or its surety or sureties shall promptly pay the amount of such excess to the District, upon notice from the District of the excess so due. The District may, in its sole discretion, withhold all or any part of any progress payments otherwise due to the Contractor until completion and final settlement of the work covered by such notice of default.

42. **Payments.** Unless otherwise stated in the Specifications or Bid forms, the District shall pay the Contractor within thirty (30) days after the District issues a written notice of final acceptance.
43. **Liquidated Damages.** It is agreed by the parties to the Contract that time is of the essence, and in event of delay in completion of the work or the delivery of the supplies, materials or equipment beyond the date set forth in the Contract documents, or beyond authorized extensions thereof, damage will be sustained by the District and that it is or will be impracticable to determine the actual amount of the damage by reason of such delay, and it is, therefore, agreed that the District shall be paid an amount as set forth in the Special Provisions as liquidated damages. If no amount is set forth, Contractor shall be liable for actual damages for each and every calendar day that the time consumed in said completion extends beyond the date herein specified in that the District will suffer by reason of said delay or default. If the delay in delivery is caused by strikes, government controls or other causes beyond the control of the Contractor, an extension of time without liquidated damages liability shall be granted by the District upon a proper showing and finding by the District that the extension is justified.

44. **Insurance Certificates.** Certificates of insurance required by the Special Provisions shall be delivered to the District concurrently with the executed Contract. The District reserves the right to request certified copies of an insurance policy if questions arise.

All required insurance under this Contract shall provide adequate protection for the San Mateo County Harbor District, its Officers, Agents, Representatives and Employees, while acting in such capacity and their successors or assignees, as they now or as they may hereinafter be constituted singly, jointly or severally, and the Contractor, against all claims, liability damages and accidents of any kind.

45. **Infringement of Patents.** The Contractor agrees that it will, at its own expense, defend all suits or proceedings instituted against the District and pay any award of damages assessed against the District in such suits or proceedings, insofar as the same are based on any claim that the materials or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent of the United States provided the District gives to the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all needed information, assistance and authority to enable the Contractor so to do.

46. **Assignment.** The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without previous consent in writing of the General Manager endorsed thereon or attached thereto.

47. **Warranty of Title.** Contractor shall warrant to the District, its successors and assigns, that the title to the material, supplies or equipment covered by the Contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrances.

48. **Warranty of Fitness.** Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Bid documents; shall be fit for the purposes intended and fulfill its design functions; shall be free of all patent and latent defects in design materials, and workmanship and perform satisfactorily.

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these Specifications, District does not waive any warranty, either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

49. **Time of Completion.** The Contractor shall complete all or any designated portion of the work called for under the Contract in all parts and requirements within the time set forth in the Special Provisions.

Time shall be computed starting the first day after the effective date of the Notice to Proceed. The effective date of the Notice to Proceed will be the date stated as such in the

Notice to Proceed, provided that in no case will such effective date be earlier than the date of the issuance of such Notice to Proceed.

50. **Or Approved Equal Clause.** In order to establish a basis of quality, certain materials, processes and type of machinery and equipment, or kinds of materials may be specified on the plans or herein, either by description of process or by designating a manufacturer by name or by referring to a brand of product designation, or by specifying a kind of material. It is not the intent of these Specifications to exclude other processes, equipment or materials of equal Value, Utility or Merit which are approved by the District.

51. **Antitrust Claims.** The Contractor's attention is directed to California Government Code Section 4552, which shall be applicable to the Contractor and its subcontractors:

In submitting a Bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

52. **Environmental and Safety and Health Standards Compliance.** Contractor shall comply with applicable environmental statutes, regulations and guidelines in performing the work under this Contract. The Contractor shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Contract.

53. **Equal Employment Opportunity.** In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, national origin, ancestry, age, marital status, pregnancy, medical condition, disability, or sexual orientation as provided for in Federal, State and local laws in consideration of an award.

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to the above factors. Such actions shall include but not be limited to the following: demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay; other forms of compensation; and selection for training, including apprenticeship.

54. **Rights and Remedies of the District.** The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

55. **Qualification Questionnaire.** The Contractor shall submit, prior to execution of this Agreement, documentation showing whether or not the Contractor, any officer of the Contractor, or any employee of the Contractor, has ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state or local government project because of a violation of law or safety regulation. For this purpose,

Contractor must complete the Bidders Statement of Qualification Questionnaire and Financial Statement with Business Reference.

56. Bid Protest Procedures. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT'S BID PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.

a. Protests Based Upon the Specifications.

- (1) Pre-Protest Procedures. Bidders must first utilize any procedures in the specifications for Approved Equals or Requests for Clarifications or Modifications, prior to submitting a protest. If the bidder disagrees with the District's decision on such requests, the bidder may then avail itself of the bid protest procedures.
- (2) Submission of Protest. Protests based upon restrictive specifications or alleged improprieties in the bidding procedure or contract specifications, which are apparent or reasonably should have been discovered prior to bid opening, shall be filed in writing with the District not later than five calendar days before the bid opening or proposal due date. The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence that reasonably could have been raised, the District will not consider such new grounds or evidence in the determination on the protest. Staff shall respond to the protest with its written determination prior to bid opening or proposal due date. Where the staff determination could affect bid responses, an appropriate extension of the bid opening or proposal due date may be granted.
- (3) Review by the General Manager. If the protest is denied, the bidder may pursue its protest to the General Manager. Within forty-eight (48) hours of receipt of the staff's written determination to deny the protest, the bidder must submit in writing to the General Manager a statement of the reasons for the protest, with supporting evidence, and document that it has exhausted all administrative remedies at the District staff level. The General Manager will issue a written decision prior to the bid opening, which shall be final.

b. Protests Based Upon Contract Award.

- (1) Notice of Staff Recommendation for Award of Contract. Upon conclusion of the bid evaluation for each contract, the District shall send a notice to all bidders of the staff's recommendation for contract award. Such notice shall be sent at least seventy-two (72) hours prior to the Board or Committee meeting, if applicable, at which the recommendation will be considered.
- (2) Submission of Protest; Initial Procedures. Protests based upon alleged improprieties that are not apparent or which could not reasonably have

been discovered prior to bid opening, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the District by the deadline specified in the notice from the District advising of the staff's recommendation for award of contract.

- (3) The protest must clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in written submissions that reasonably could have been raised earlier, the District will not consider such new grounds or evidence in the determination on the protest.
 - (4) The Deputy Secretary of the District will make best efforts to notify the other bidders of the protest, and the time and place it will be considered by the Board.
- c. Proceedings Before the Board. The protestor may appear before the Board to present evidence in support of its appeal. After consideration of the protestor's evidence, the staff recommendation, and any other relevant information, the Board may determine whether to reject or allow the protest. Upon Board action, a written statement of the reasons therefore shall be included in the record.

The decision of the Board on the protest and the award of contract, if such a decision is made, shall be final.

d. Protests after Contract Award. No protests will be considered after contract award, except for compelling reasons whereby the lateness is due to the District's untimely handling of the protest submission. In no event will the District consider protests filed after contract award due to the neglect of the protestor. Failure to comply with the time periods for filing protests as set forth herein shall be a basis for rejection of the protest.

57. Air Pollution Control. The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code. Material to be disposed of shall not be burned, either inside or outside the work site.

58. Water Pollution Control. The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to this Contract.

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, coastal waters and other bodies of water from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials, and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said waters.

59. Compliance with Law.

- (a) The Contract documents, and the rights of the parties thereunder, shall be interpreted in accordance with the laws of the State of California.

- (b) The Contractor warrants that all operational practices of the Contractor, and all workmanship and material, equipment and articles used in the performance of the work hereunder shall be in accordance with the rules and requirements of the United States Coast Guard in effect at the time of Contractor's submission of Bid. In addition, all safety orders, rules and recommendations of the State of California, Division of Industrial Safety, and the United States Department of Labor, Occupational Safety and Health Administration applicable to the work to be done under this Contract shall be obeyed and enforced by the Contractor.

60. **Discharge of Liens.** The Contractor shall pay all costs and expenses incident to any work performed by it or for its account, and shall not create, incur, suffer or permit to be placed or imposed any lien or encumbrance or charge in any way arising from any act or omission of the Contractor. The Contractor shall orally or in writing inform all persons dealing with it in performing the work of the provisions of this paragraph.

The Contractor shall immediately discharge or cause to be discharged any lien or right in rem of any kind, other than in favor of the District, and if any such lien or right in rem is not immediately discharged, the District may, after notification to the Contractor, discharge or cause to be discharged such lien or right at the expense of the Contractor.

SPECIAL PROVISIONS

SAN MATEO COUNTY HARBOR DISTRICT

CONTRACT NO. 2018-03

**Interior Alterations to the San Mateo Harbor District Administrative Office at
504 Avenue Alhambra, 2nd floor, El Granada, CA 94018**

SPECIAL PROVISIONS

Coordination of General Conditions and Instructions for Bidders, Special Provisions, and Technical Specifications. The General Conditions and Instructions for Bidders, Special Provisions, and Technical Specifications are intended to be complementary and to describe and provide for a complete work. In the event that there are inconsistencies or discrepancies between provisions contained in these components of the Contract Documents, the Special Provisions and Technical Specifications shall govern over the General Conditions and Instructions for Bidders.

SECTION 1. BID REQUIREMENTS AND CONDITIONS

- 1.1 **Bid Invited.** The San Mateo County Harbor District (District) invites bids for the **Interior Alterations to the San Mateo Harbor District Administrative Office**, in full accordance with these specifications.
- 1.2 **Schedule of Activities.** Listed below is the “Schedule of Activities” which outlines pertinent dates of which Bidders should make themselves aware. These dates may be subject to change.

DATE	ACTIVITY
April 04, 2018 @ 10:00 a.m.	Mandatory Pre-Bid Conference and site visit at San Mateo County Harbor District office, 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018
April 10, 2018 @ 4:30 p.m.	Written requests for approved equals/modifications/clarifications are due.
April 20, 2018	District will respond to requests for approved equals (Postmarked).
May 01, 2018 @ 2:00 p.m.	Bid Opening San Mateo County Harbor District

- 1.3 **Bid Form.** Bids shall be submitted on the District’s “Bid Form” attached hereto, enclosed in a sealed envelope marked **“CONTRACT NO. 2018-03, Interior Alterations to the San Mateo Harbor District Administrative Office,”** and plainly endorsed with the Bidder’s name and address. Bids must be received by the Deputy Secretary, San Mateo County Harbor District, at its mailing address PO Box 1449, El Granada, CA 94018, or by courier or personal delivery to 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018 by **May 01, 2018, 2:00 p.m. Pacific Time**, at which time they will be publicly opened and read in the Board Room of said building. **NOTE: THERE IS NO DIRECT USPS DELIVERY TO THE DISTRICT OFFICE**

- 1.4 The Total Bid Price shall include all labor, equipment, materials, applicable taxes, delivery charges, warranties, insurance, license fees, bonds, and all other costs necessary for the Interior Alterations at 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018.

Each Bid Form must be signed on Bid Form page 2 by one or more individuals with authority to bind the Contractor to the bid. Please refer to General Condition 3 and the Bid Form. All bids without the appropriate signature(s) on Bid Form page 2 may be deemed non-responsive and may result in the rejection of the bid. Bidder must submit the three-page Bid Form properly executed.

- 1.5 **Examination of Contract Documents and Site of Work.** The Bidder shall have examined carefully the Contract Documents. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and scope of work to be performed, the quantities of materials to be furnished and the requirements of the Contract Documents.

- 1.6 **Pre-Bid Conference and Site Visit.** A mandatory pre-bid conference and site visit will be held prior to the date of bid opening. District staff will be available to answer general questions pertaining to the solicitation documents and the specifications. Any questions that may require staff research to answer or that will otherwise modify the meaning or intent of this solicitation shall be submitted to the District in writing as described in Special Provision 1.8. The pre-bid conference will take place on **April 4th, 2018, at 10:00 a.m., Pacific Standard Time, in the San Mateo County Harbor District office at 504 Avenue Alhambra, 2nd Floor, El Granada, CA 94018.**

- 1.7 **Documents to Accompany Bid.** The bid shall be accompanied by the following:

- (1) The Bidder's Bond or certified or cashier's check required by Section 14 of the General Conditions and Section 1.10 of the Special Provisions in an amount equal to at least ten percent (10%) of the proposed Total Bid Price
- (2) Certificate of Insurance in accordance with Special Provision 4.1.C
- (3) List of Subcontractors
- (4) Acknowledgement of Addenda, if any
- (5) Qualification Questionnaire
- (6) Proof of DIR Registration in accordance with Special Provision 5.15
- (7) Non-Collusion Declaration

- 1.8 **Approved Equals and Qualified Products.** It should be understood that specifying a brand name or specific types of components and/or equipment in these specifications shall not relieve the Bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Bidder is responsible for notifying the District of any inappropriate brand names, or types of components and/or equipment that may be called for in these specifications and to propose a suitable substitute for consideration.

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition; and a Bidder may, at its option, use any equipment, material, article or process which, in the judgment of the District, is equal to that designated.

The Bidder shall furnish, at its own expense, all test results, technical data, and background information required by the District in making the determination as to whether the proposed equipment, material, article or process is an approved equal. The District shall be the sole judge as to the comparative equality and suitability of alternative equipment, article, material or process and its decision shall be final.

1.9 Request for Approved Equals/Questions/Clarifications. A Bidder may submit to the District requests for approved equals, modifications, or clarifications regarding any requirements, terms, or conditions contained herein. Any such requests must be received in writing by **April 10th, 2018, at 4:30 p.m., Pacific Time.** Any requests of approved equals must be fully supported with samples, technical data, test results, or other pertinent information as evidence that the substitute offered is essentially equal or better than that specified in the Contract Documents. The District shall make a determination on each Bidder's request under this procedure in writing. The written determination shall be mailed or otherwise furnished to the Bidder by **April 20th, 2018.** Failure of the District to respond within the time limit shall be deemed to be a denial of request. In the event that a request for an approved equal, modification, or clarification is granted, an addendum detailing the approved equal, modification, or clarification will be mailed or otherwise furnished to all potential Bidders who received bid packets.

1.10 Single-Bid Response. In the event of a single-bid response, the District reserves the right to conduct a price and/or cost analysis of the bid to verify that the bid price is fair and reasonable. The Bidder will be expected to cooperate in this process and to submit cost and pricing data to verify that the bid price is fair and reasonable. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost of the replacement and the prices quoted and shall include the computations and projections used by the Bidder.

Failure to submit the data as requested by the District within ten (10) calendar days of receipt of written notification to the sole offeror shall result in the Bidder being declared non-responsive.

1.11 Bidder's Bond. As required by Section 14 of the General Conditions and Instructions for Bidders, the Bidder's Security to be submitted with the Bid shall be in the amount of at least ten (10) percent of the Total Bid Price as specified on the Bid Form.

SECTION 2. AWARD OF CONTRACT

2.1 Award of Contract. The award of Contract, if any, will be made within ninety (90) calendar days after the date of bid opening to the lowest responsible Bidder based on the Total Bid Price. Each bid as submitted shall remain in effect for ninety (90) calendar days after the date the bids are opened. No Bidder may withdraw its bid during this time period. The lowest responsive and responsible Bidder shall be determined by comparing

and evaluating the Total Bid Price as set forth in the Bid Form. The District reserves the right to reject any and all bids or to waive any irregularities in any bid or in the bidding procedure.

2.2 **Contract Bonds**

- A. **Performance Bond.** The Performance Bond as described in Paragraph 26 of the General Conditions shall be in the amount of one hundred percent (100%) of the total contract price, as awarded by the District. Said bond shall guarantee the Contractor's faithful performance of the Contract and compliance with all terms, conditions and requirements specified in the Contract Documents and shall remain in full force and effect for a period of twelve (12) months after the District's final acceptance of the Contractor's work in accordance with Special Provision 3.2 hereof. The Contractor shall use the form entitled "Performance Bond" included in the Contract Documents.
- B. **Payment Bond.** The Contractor shall provide a payment bond in the amount equal to one hundred percent (100%) of the total contract price and issued by California admitted surety. The payment bond shall provide security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Contract. Full compensation for furnishing the payment bond is included in the total contract price.

SECTION 3. CONTRACT PERFORMANCE

- 3.1 **General.** The Contractor shall perform all work and undertake all services detailed in the Contract Documents in accordance with the specified requirements, terms and conditions.
- 3.2 **Acceptance and Payment.** The Contractor shall notify the District once it has completed all work and services detailed in the Contract Documents in accordance with the specified requirements, terms and condition. Following the Contractor's notification, the District shall undertake a thirty (30)-calendar-day period for inspection. The District will notify the Contractor in writing within said thirty (30) calendar days as to whether the work and services have been accepted.

If the District determines that the work and services are not in conformity with the specification requirements, or that there are defects or deficiencies requiring correction, the District will notify the Contractor of such deficiencies or nonconformity in writing within the aforementioned thirty (30)-day period. The Contractor shall promptly correct or remedy any and all deficiencies or defects noted by the District at no cost to the District. The Contractor shall complete the necessary corrections within fifteen (15) days of the District's notification of deficiencies or nonconformity. At such time as the Contractor has made all necessary corrections to the satisfaction of the District, the District shall issue the Contractor a written notice of final acceptance. In the event the Contractor fails to remedy the deficiencies, the District shall have the right to reject the work and terminate the Contract for breach as provided below in Special Provision Section 3.7, **Termination.** Alternatively, the District may cause the repair to be made by

its own or other forces, whereupon the cost of the repair shall be deducted from sums otherwise due the Contractor.

After final acceptance by the District, the Contractor may thereupon furnish to the District satisfactory evidence that all liens, claims and demands of Subcontractors, laborers and materialmen, arising out of such work, are fully satisfied, and that all of the work is fully released from all liens, claims and demands of whatever kind and nature and whether just or otherwise.

In accordance with Paragraph 42 of the General Conditions, the District shall make payment to the Contractor following the receipt of proper statements or invoices for the work within thirty (30) days of the date of final acceptance of the work by the District. The acceptance by the Contractor of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release to the District of any and all claims of the Contractor and liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of this Contract and the work done hereunder, and for any prior act, neglect or default on the part of the District or any of its directors, officers, agents or employees excepting only claims against the District for the amounts deducted or retained in accordance with the terms and provisions of this Contract by law. Should the Contractor refuse to accept the final payment as tendered by the General Manager, it shall constitute waiver of any right to interest thereon.

- 3.3 Liquidated Damages.** Liquidated Damages as set forth in General Conditions and first 7 days at \$250.00 per day, and after that \$500.00 per day.

Time of Performance. The project will be completed in full no later than sixty (60) calendar days after receiving Notice to Proceed.

- 3.4 Interference with District Operations.** Any and all work must not interfere with the District's normal operations including operation of San Mateo Harbor District Administrative Offices.

- 3.5 Warranty.** All work, including all installation work or repairs, is guaranteed by the Contractor against failure, damage, defect, or non-compliance with the Contract of any kind for a period of one (1) year from the date of District's final acceptance. The Contractor must furnish a Performance Bond therefore as provided in the Special Provisions. In addition to said guarantee, the District will have the benefits of any manufacturer's or builder's guarantee given by a manufacturer or builder. Where any individual work item is incomplete at the time of acceptance by the District, the guarantee will run from the date of completion of such item. If the Contractor fails to proceed promptly with any repairs as directed by the District, such corrections and repairs shall be effected at the Contractor's expense at such time as the District may determine. The District may deduct the cost of such repairs from any amount owed to the Contractor or require the Contractor to reimburse such costs to the District.

It is understood and agreed that the District does not waive any warranty, either express or implied, in Sections 2312 through 2317, inclusive, of the California Commercial Code,

or any liability of the manufacturer or Contractor as may be determined by a decision of the court of the State of California or of the United States.

3.7 Termination. The District may terminate the Contract for convenience for any reason at any time by giving the Contractor fifteen (15) days' notice thereof. Notice of termination shall be by Certified Mail. Upon termination for the convenience of the District, the District shall pay the Contractor the allowable costs incurred to the date of termination and those costs deemed reasonably necessary by the District to affect the termination. In the event that the Contractor breaches the terms or violates the conditions of this Contract and does not correct such breaches or violations within ten (10) days following notice thereof from the District, the District may immediately terminate the Contract and shall pay the Contractor only for work performed in full conformance with the specifications to the date of termination, less any costs incurred by the District to repair and complete any remaining work under the Contract. The District reserves the right to pursue any and all remedies available in equity or law in the event the District suffers any damages due to the Contractor's breach of terms or violation of the conditions in this Contract.

3.8 Protection of Property. The Contractor shall exercise every precaution to ensure that no injury or damage occurs to District property as a result of its operations. Should any existing property be damaged by or through any of the Contractor's operations, such injury or damage shall be replaced or repaired immediately by the Contractor, at Contractor's sole cost, in a manner satisfactory to the District.

SECTION 4. INSURANCE

4.1 Insurance Requirements

A. Types of Insurance

Contractor shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this Section has been provided to District. Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against Contractor on account of any incident connected to the Contract, Contractor shall promptly report the fact in writing to District, giving full details of the claim.

Any person, firm, or corporation that Contractor authorizes to work upon the District's property, including any Subcontractor, shall be deemed to be Contractor's agent and shall be subject to all applicable terms of this Contract. Prior to the Contractor's start of the work or entry onto the District's property, Contractor agrees to require its Subcontractors to procure and maintain, at Contractor's (or its Subcontractor(s)) sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Contract), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Contract and will be at the sole cost and expense of Contractor (or its Subcontractor(s)).

1. Commercial General Liability Insurance

The Contractor shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined limit of at least One Million Dollars (\$1,000,000) each occurrence. This insurance shall include but not be limited to premises and operations, contractual liability covering the indemnity provisions contained in this Contract, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect Contractor and District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2. Business Automobile Liability

Contractor shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least Two Million Dollars (\$2,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3. Workers' Compensation and Employers' Liability Insurance

If Contractor employs any person to perform work in connection with this Contract, Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance, **including Harbor Workers Act Insurance**, in conformance with the laws of the State of California, and Federal laws where applicable. Employers' Liability Insurance shall not be less than Five Million Dollars (\$5,000,000) for each accident and Five Million Dollars (\$5,000,000) for each disease, with a policy limit of Five Million Dollars (\$5,000,000).

The policy shall contain a waiver of subrogation in favor of the San Mateo County Harbor District and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4. Marine General Liability.

Marine General Liability including Wharfingers Liability, Contractual Liability, Products and Completed Operations and Personal Injury coverage with limits of liability of not less than \$5,000,000 per occurrence.

5. Protection & Indemnity.

The Contractor shall provide Protection and Indemnity (including crew), Collision Liabilities and Vessel Pollution insurance covering all vessels, barges or other marine equipment that will be used in connection with this project. The limits of liability shall be not less than \$5,000,000.

B. General Insurance Requirements

1. Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of A- and with minimum policyholder surplus of Fifty Million Dollars (\$50,000,000) or a company acceptable to District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

2. Procure and Maintain Insurance

Contractor must, at its own cost and expense, procure and maintain at all times during the performance of this Contract, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Contract.

3. Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis it must remain in force for the entire term of the Contract and a minimum of three (3) years thereafter.

4. Self-Insurance

Upon evidence of financial capacity satisfactory to the District and Contractor's agreement to waive subrogation against the District respecting any and all claims that may arise, the Contractor's obligations

hereunder may be satisfied in whole or in part by adequately funded self-insurance.

5) Deductibles and Retentions

The Contractor shall be responsible for payment of any deductible or retention on the Contractor's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Contractor or any subcontractor contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Contractor, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if the Contractor or subcontractor is not a named defendant in the lawsuit.

C. Evidence of Insurance and Endorsements

Prior to commencing of work or entering onto the District's property, Contractor shall file a Certificate of Insurance with the District evidencing the foregoing coverages, including the following endorsements:

1. The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
2. That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that Contractor is liable for under this Section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the San Mateo County Harbor District.
3. Such insurance shall include as additional insureds the San Mateo County Harbor District, and its respective directors, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
4. The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects any claim, demand, suit or judgment made, brought, or recovered against the Contractor. Said policy shall protect Contractor and the District in the same manner as though a separate policy had been issued to each,

but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

D. **Consequence of Lapse**

Should any required insurance not be procured or lapse during the term of this Contract, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Contract. If insurance is not reinstated, the District, may, at its sole option, terminate this Contract effective on the date of such lapse of insurance.

SECTION 5. PUBLIC WORKS PROVISIONS

5.1 Labor Compliance Requirements

In the performance of this Contract, Contractor's attention is directed to the following requirements of the Labor Code:

- A. **Hours of Labor.** Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to District, \$25 for each worker employed in the performance of the Contract by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815.
- B. **Prevailing Wages.** Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Contractor shall forfeit as a penalty to District an amount as determined by the Labor Commissioner not to exceed \$200 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under it in violation of the revisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor. Pursuant to the provisions of Section 1773 of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at the District and are available for review upon request. Pursuant to §1773.2

of the Labor Code, the Contractor shall post general prevailing wage rates at a prominent place at the site of the work.

- C. Payroll Records. Contractor and each subcontractor shall submit electronic certified payroll records to the California Labor Commissioner in the manner and format set forth in California Labor Code section 1771.4.

The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by its subcontractors.

- (a) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (i) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - (ii) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (iii) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- (c) Unless required to be furnished directly to the Labor Commissioner in accordance with Labor Code Section 1771.4(3)(b), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

- (d) The Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.
 - (e) Any copy of records made available for inspection as copies and furnished upon request to the public or the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be marked or obliterated.
 - (f) The Contractor shall inform the District of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
 - (g) In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty the State or the District, forfeit One-Hundred Dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.
 - (h) The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.
- D. Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code which provides that Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, except as provided in Section 12940 of the Government Code. Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- E. Apprentices. The Contractor and all subcontractors shall comply with the requirements of California Labor Code sections 1777.5, 1777.6 and 1777.7 regarding the employment of apprentices.

5.2 Prohibition Against Contracting with Debarred Subcontractors

Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

5.3 Use of Subcontractors

Contractor shall not subcontract any work to be performed by it under this Agreement without the prior written approval of the Agency. Contractor shall be solely responsible for reimbursing any subcontractors and the Agency shall have no obligation to them. Attention is directed to the requirements of Section 4100 to 4113, inclusive of the California Public Contract Code which may be applicable to the work covered by this section of the Agreement. Each Contractor shall list the name and business address of each subcontractor to whom the Contractor proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (0.5%) of the Total Contract Price, along with a description of the portion of the work which shall be done by each subcontractor, by executing the "List of Subcontractors" form attached to this Contract.

5.4 Prompt Payment to Subcontractors

Pursuant to Business and Professions Code Section 7108.5, the Contractor shall pay each first tier Subcontractor under this Contract for satisfactory performance of work under its subcontract no later than 7 days from the Contractor's receipt of payment from the District for such work. The Contractor shall require each first tier Subcontractor to make payments to lower tier Subcontractors in a similar manner. The District shall have no obligation to pay or to verify the payment of money to any Subcontractor, except as may otherwise be required by law.

The Contractor, not the District, shall be solely responsible for payment to Subcontractors at any tier for any amounts owing from the Contractor. All such Subcontractors agree that they shall have no claim, and shall take no action against the District or its officers, directors, employees or sureties, for non-payment by the Contractor.

5.5 Prompt Payment

The District will make progress payments within thirty (30) days after receipt of an undisputed and properly submitted progress payment invoice pursuant to Section 20104.50 of the Public Contract Code. No such payment will be made when, in the judgment of the Engineer, (a) the work is not proceeding in accordance with the provisions of the Contract; (b) the Contractor is not complying with the requirements of the Contract; or (c) when the total value of the work done as shown on the invoice does not exceed Three Hundred Dollars (\$300.00). No such invoice or payment will be construed to be an acceptance of any work or materials. Before any progress payment or the final payment is made, the Contractor may be required to submit satisfactory evidence that he is not delinquent in payments to its employees, subcontractors, suppliers or other creditors for labor and materials incorporated into the work. Pursuant to Public Contract Code Section 20104.50, if the District fails to make a progress payment in a timely manner, it shall pay interest to the Contractor at the legal rate set forth in Section 685.010(a) of the California Code of Civil Procedure.

5.6 Non-Collusion Declaration

Pursuant to Public Contract Code section 7106, Contractor shall execute a Non-Collusion Declaration, in a form provided by the Agency, which is attached and incorporated herein.

5.7 Third-Party Claims

Pursuant to Public Contracts Code Section 9201, the District shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. The District will provide for timely notification to the Contractor of the receipt of any third-party claim, relating to the Agreement. Notice shall be in writing and will be provided within thirty (30) days. The District shall be entitled to recover its reasonable costs incurred in providing such notification.

5.8 Claims Procedures

Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this section. Claims must be submitted no later than (a) 30 days after change order procedures are complete and the Contractor has notified the General Manager in writing that the work is being performed, or that the determination direction is being complied with, under protest as per General Conditions 30 and 31 or (b) 30 days after the occurrence of the event giving rise to the claim.

In accordance with the procedures set forth in Public Contract Code sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District; (b) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the District.

The Contractor shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation will result in denial of the claim. The District reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, the District will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The District and Contractor may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the District must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes the District's written statement, or if the District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The District will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the District will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to

judicial arbitration pursuant to Code of Civil Procedure section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the District or the Contractor may request a trial de novo.

5.9 Contractor's License Requirements

Contractor and any approved subcontractors shall hold such current and valid Contractor's Licenses as required by California Law and as applicable for the work to be performed under this contract.

5.10 Payment of Workers' Compensation

Contractor shall sign and file with the Agency the following certification prior to performing the work of the Agreement:

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

5.11 Examination and Audit of Records

Pursuant to Government Code Section 8546.7, Contractor shall retain all project-related records for a period of 3 years after final payment on this Agreement, which shall be subject to audit or inspection by the Agency or the State Auditor during this period.

5.12 Anti-Trust Claim Assignment

Pursuant to Public Contract Code 7103.5, the contractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

5.13 Utility Relocation

If applicable, pursuant to California Government Code Section 4215, if during the course of the work the Contractor encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify the District in writing. Where necessary for the work of the Contract, the District will amend the contract to adjust the scope of work and the compensation to allow the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from the District, then it shall be liable for any or all damage to such utilities or other work of the Contract which

arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

5.14 Excavation

If applicable, in accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than four feet, the Contractor shall notify the District promptly in writing of any of the following conditions: (a) material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. Contractor shall notify the District of such conditions prior to disturbing them, and shall await direction from the District as to how to proceed.

5.15 Trench Safety

If applicable, excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the District, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

5.16 Public Works Registration

The Contractor must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. **BIDDERS MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT: <https://efiling.dir.ca.gov/PWCR/Search>.**

This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post job site notices, as prescribed by regulation. The Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner, monthly in a format prescribed by the Labor Commissioner.

5.17 Compliance With All Applicable Laws

The Contractor shall comply with all the applicable requirements of federal, state and local laws, statutes, and ordinances relative to the execution of the Construction Work. In the event Contractor fails to comply with these requirements, the District may stop any Construction Work until such noncompliance is remedied. No part of the time lost due to any such cessation of the Construction Work shall be made the subject of a claim for an extension of time or increase in the compensation.

5.18 Permit Compliance

The Contractor shall comply with all the applicable requirements of federal, state and local permits relative to the execution of the Construction Work. In the event Contractor fails to comply with these requirements, the District may stop any Construction Work until such noncompliance is remedied. No part of the time lost due to any such cessation of the Construction Work shall be made the subject of a claim for an extension of time or increase in the compensation.

The following permits have been submitted by the District:

- (a) Building Permit Application submitted to the County of San Mateo, pending Plan Check comments, Permit not issued to date.

5.19 Iran Contracting Act

The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).

5.20 Safety Requirements

The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefore to the District, enforce compliance with the safety and first aid requirements prescribed by applicable State and Federal laws and regulations, rules and orders and as may be necessary to ensure that all Construction Work shall be done in a safe manner and that the safety and health of the employees, agents and the people of local communities is safeguarded. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the Contractor. All installed, dismantled, and removed material, equipment and facilities, without separate charge therefore to the District, shall fully conform with all applicable State and Federal safety laws, rules, regulations and orders and it shall be the Contractor's responsibility to furnish only such material, equipment and facilities.

5.21 Retention on Progress Payments

If the Contract utilizes progress payments, five percent (5%) will be deducted from each progress payment and held in retention by the District. The remainder less any other deductions taken in accordance with this article will be paid to the Contractor as progress payments. The Contractor acknowledges and agrees that, pursuant to Public Contract

Code section 7200, the percentage of retention amounts withheld by the Contractor from its Subcontractors may not exceed the percentage withheld by the District from the Contractor as specified herein.

Contractor shall release retention to a Subcontractor within 30 days of the Subcontractor satisfactorily completing all required work. Upon satisfactory completion of a Subcontractor's work, including provision of appropriate releases, certificates, evidence of the Subcontractor's compliance with all applicable requirements of the Contract Documents, and all other documents as may be required by the Contractor and the District to close-out the subcontract, the Contractor may submit an application to the District for the release of the portion of the retention attributed to the Subcontractor's work. The Contractor's application shall certify that the Subcontractor has:

- a) Completed all work required to be performed under its subcontract;
- b) The amount withheld by the Contractor under the subcontract; and
- c) That the Subcontractor has provided all backup information, stop payment notice, and lien releases required to close-out the subcontract.

Within 7 days following receipt of payment from the District for the completed Subcontractor Work, the Contractor shall release all monies withheld as retention from the Subcontractor, even if the Work to be performed by the Contractor or other Subcontractors is not completed and has not been accepted. The Contractor shall, by appropriate agreement with each Subcontractor, require each first tier Subcontractor to make payments to lower tier subcontractors in a similar manner.

5.22 Release of Retention

Upon the District's issuance of Notice of Final Acceptance the District will release the amount retained.

5.23 Securities in Lieu of Retention

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the District. Upon Contractor's request, the District will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and the District, upon the following conditions:

- (1) Contractor shall bear the expenses of the District and the escrow agent in connection with the escrow deposit made.
- (2) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to Contractor pursuant to this article.

(3) Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall be substantially similar to the form provided in California Public Contract Code Section 22300.

(4) Contractor shall obtain the written consent of the surety to such agreement.

SECTION 6. HAZARDOUS CHEMICALS AND WASTES

For the purposes of this Section only, the term "claims" shall include (a) all notices, orders, directives, administrative, or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction, and (b) any claim, cause of action, or administrative or judicial proceeding brought against the District, its directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage, or liability, sustained or suffered by any person or entity, including the District. The Contractor shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances during the course of performance of this Contract. The Contractor shall immediately report any such release to the District. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the District by any agency as a result of such release and shall hold harmless, indemnify, and defend the District from any claims arising from such release.

If the performance of the work outlined by these Contract specifications creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state, and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA generator number. In no event shall the District be identified as the generator. The Contractor shall notify the District of any such hazardous wastes and the District reserves the right to a copy of any test conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to disposition. The Contractor shall hold harmless, indemnify, and defend the District from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor.



Interior Alterations to the San Mateo Harbor District Administrative Office at

504 Avenue Alhambra, 2nd floor, El Granada, CA 94018

TECHNICAL SPECIFICATIONS

SPECIFICATIONS

FOR ALTERATIONS TO:

SAN MATEO COUNTY HARBOR DISTRICT OFFICE

located at

**504 AVENUE ALHAMBRA, 2ND FLOOR
EL GRANADA, CALIFORNIA 94018**

FEBRUARY 20th, 2018

JOHN A. MATTHEWS ARCHITECTS

TABLE OF CONTENTS

DIVISION 01 GENERAL REQUIREMENTS

01010	SUMMARY OF WORK
01020	ALLOWANCES
01025	SCHEDULE OF VALUES
01030	ALTERNATES
01045	CUTTING AND PATCHING
01100	CONSTRUCTION PROCEDURES
01153	CHANGE ORDER PROCEDURES
01300	SUBMITTALS
01500	TEMPORARY FACILITIES
01600	PRODUCTS AND SUBSTITUTIONS
01700	CONTRACT CLOSEOUT
01732	SELECTIVE DEMOLITION / REMOVALS
01800	CLEANING AND MAINTENANCE DURING CONSTRUCTION AND FINAL CLEANING

DIVISION 02 SITEWORK

NONE

DIVISION 03 CONCRETE

NONE

DIVISION 04 MASONRY

NONE

DIVISION 05 METALS

NONE

DIVISION 06 WOOD

06100	ROUGH CARPENTRY
06230	FINISH CARPENTRY AND MILLWORK

DIVISION 07 THERMAL AND MOISTURE PROTECTION & ROOFING

07200	BUILDING INSULATION
07260	BUILDING PAPERS

07600 FLASHING AND SHEET METAL

DIVISION 08 DOORS AND WINDOWS

081416 FLUSH WOOD DOORS
087100 DOOR HARDWARE

DIVISION 09 FINISHES

09250 GYPSUM WALLBOARD
09500 ACOUSTICAL CEILING
09651 RUBBER BASE
09680 CARPET
09900 PAINTING

DIVISION 10 SPECIALTIES

10426 SIGNAGE AND GRAPHICS
10520 FIRE EXTINGUISHERS

DIVISION 11 EQUIPMENT

NONE

DIVISION 12 FURNISHINGS

By Owner

DIVISION 13 SPECIAL CONSTRUCTION

NONE

DIVISION 14 CONVEYING

NONE

DIVISION 15 MECHANICAL & PLUMBING

15400 AUTOMATIC FIRE SPRINKLER SYSTEM

DIVISION 16 ELECTRICAL

16000 BASIC ELECTRICAL
16500 LIGHTING-See Drawings
16700 ALARMS & COMMUNICATIONS- By Owner

END OF TABLE OF CONTENTS

SECTION 01010 -- SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including without limitation, the General and Supplementary Conditions, apply to the work of this Section.
- B. In case of conflict between or within the various construction documents, the more stringent requirements, as determined by the Architect, shall govern, and the greater quantity and the higher quality, as determined by the Architect, shall be furnished. This rule does not apply where one requirement is specifically modified or superseded by another and where additions to, deletions from, and other changes are specifically made, as in Addenda, Modifications, Change Orders, and the like. See also Special Provisions, Page SP-5, Section 19.

1.02 SCOPE OF WORK

- A. The work includes all labor, materials, tools, transportation, and service necessary for and properly incidental to the construction, fabrication, delivery, and installation of the Project as described herein and in drawings by John Matthews Architects dated February 20th, 2018.
- B. The work includes all items and features reasonably to be inferred therefrom as well as all work and materials required for complete installations and complete, properly detailed alterations. All work described herein must, when complete, be ready to receive the work of other contractors, and all must be acceptable to the Architect and all regulatory agencies having jurisdiction, excepting only as may be specifically excluded elsewhere herein.
- C. The intent of the documents is to include all items necessary for the proper execution and completion of the work. The documents are complementary, and what is required by any one is as binding as if required by all.
- D. The Contractor will be held to have carefully examined all of the various construction documents as well as all parts of the existing building, grounds, and approaches thereto, including existing structure, existing finish construction, and existing mechanical, electrical, and other systems which may affect or be affected by the work shown on the drawings and specified, and to have made suitable allowance in the bid quotation for the conditions and limitations under which the work is to be performed. No allowance will be made for additional cost to the Contractor resulting from failure to be fully acquainted with existing conditions, to compare same with the Construction Documents, and to notify the Architect, in writing, before submission of final bid quotation, of any errors, discrepancies, omissions, or conflicts in the Construction Documents.
- E. Contractor's Duties
 - 1. Except as otherwise noted, provide and pay for:
 - a. Labor, materials, transportation, and equipment.
 - b. Tools, construction equipment, and machinery.
 - c. Other facilities and services necessary for proper completion of work.
 - 2. Pay legally required sales, consumer, and use taxes.
 - 3. Secure and pay for, as necessary, at the applicable time, proper executions and completion of work:
 - a. Permits (Building Permit plan check/application fee paid by District at no cost to Contractor)
 - b. Government fees.
 - c. Licenses.

4. Give required notices.
5. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities, which are applicable to the work. Do not perform work knowing it to be contrary to laws, ordinances, rules, codes, or regulations.
6. Notify the Architect, in writing, within two hours of delivery to insurance company agent of every claim made under any insurance required by the Agreement.
7. Coordinate work by others including District's purchase and installation of office furniture.
8. Observe and enforce District's security and other regulations.
9. Make all necessary provisions for safety and protection of District's personnel, furnishings, and property.
10. Cooperate with District's separate contractors and consultants, including but not limited to Door Hardware, Communication and Alarm consultant.
11. Verify existing conditions.
12. Provide all required submittals.

1.03 EXISTING CONDITIONS

- A. The following description summarizes this project's scope of work and is not intended to limit or totally define all actions required under this Contract and its Contract Documents wherein the entire work scope is included. Because of the nature of reconstruction work, deviations and discrepancies between actual and anticipated conditions are expected. The Contractor shall make minor adjustments and changes required by actual conditions now existing, at no cost to the Owner. The Architect shall be the sole judge of any claim by the Contractor of conditions different from those on the drawings.
- B. Implied "or equal": The inclusion of any manufacturer's name, trademark, or other identification of materials shall not limit competition, but shall establish a standard of quality, implying an "or equal" clause unless expressly specified otherwise. All materials proposed for utilization in the work of this contract shall be submitted to the Architect in writing for approval, prior to the commencement of the work. Approval of materials submitted as substitutions for named materials shall be at the sole discretion of the Architect. Contractor shall assume any additional cost of the use of materials so approved. The Architect may reject substitutions, if in their sole discretion, the substitution is determined to be unsuitable for the intended purpose. Such rejection shall in no event result in any change in contract price. The Architect may also require tests of all materials so submitted, at Contractor's expense, to establish conformance with the requirements of the Contract Documents.
- C. Inspection of Site and Existing Conditions:
Bidders are required to inspect the site of the work in order to satisfy themselves by personal examination or by such means as they may prefer, of the location of the proposed work and of the actual conditions of the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear confusing to him/her, he/she may apply to the Owner for additional information and explanation before submitting his/her bid. However, no such supplemental information requested or furnished shall vary the terms of the specifications or the Contractor's sole responsibility to satisfy himself/herself as to the conditions of the work to be performed.
The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Owner. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above item.

1.1 SUMMARY

A. Project:
Interiors Alterations to San Mateo County Harbor District Offices, 504 Avenue Alhambra, El Granada.

B. Project summary:

1. Project type:

Alterations to Existing 2nd Story wood framed office spaces.

2. Construction type and Occupancy type:

Construction Type: Type VB with Automatic Fire Sprinkler System

Occupancy Group: B

3. Project includes but is not limited to the following outline summary description:

Base Bid: (this list does not suggest a construction sequence)

1. Selective Demolition, Removals and Relocations as described to complete new work.

2. New interior partitions, doors, hardware and finish carpentry;

3. Selective new interior finishes, painting, electrical, fire protection and all new work described in the drawings and required to complete the work in strict accordance with Codes;

All new finishes required to complete and conceal new work shall match existing finishes in appearance. Damaged items intended to remain shall be replaced by the Contractor at the Contractor's sole expense. The Base Bid work includes any and all alterations, relocations, modifications, replacement and re-routing of existing electrical, plumbing and mechanical systems or components as required to complete the new work and maintain the functional operation of the systems. All alterations, relocations, modifications, replacement and re-routing of existing electrical, plumbing, fire sprinkler and mechanical systems or components shall comply with all currently adopted codes. Base Bid work includes all cutting and patching, selective demolition, and removal and replacement of finishes, and finish related components required to complete the new work. Existing finishes removed to complete the work shall be replaced to match existing appearance unless noted otherwise.

4. Performance requirements for completed work:

Building shall remain operational and occupied during the work except as noted below.

C. Project requirements include but are not limited to the following:

1. Existing site conditions and restrictions: Work shall not restrict or inhibit function or operation of all building tenants including access to and movement of San Mateo County Harbor District staff & furnishings within building and site. San Mateo County Harbor District offices are to remain in operation during the work.

2. Requirements for construction schedule, and sequence of work: In order to minimize disruption of Building Tenants, work shall be staged and sequenced in clearly defined rooms or areas. Work shall be completed in one specific / contained area at a time prior to beginning work in another area;

3. Concurrent and Specific work by Owner's separate contractor: Providing, installing and wiring of new electronic strike plates at doors where specified; includes programming and installing of controls / equipment for systems.

a. Contractor to coordinate and prepare items as required for Owner's separate contractor for new Electric locking systems throughout project.

4. Pre-purchased items: none

5. Separate prime contracts: none

6. Previous asbestos or hazardous waste abatement by District or others: None

7. Items provided and / or installed by the District or the District's separate Contractor: None

8. Items provided by District, installed by Contractor: New Furnishings/Office Furniture

9. Early occupancy by District: See H below
 10. Occupancy of adjacent facilities: Yes
 11. "Remove and Reinstall" means to remove, protect and store an existing item or building component in order to access and perform new work and then reinstall the existing item or building component so as to be fully functional.
 12. "Remove and replace" means to remove and dispose of an existing item or building component and to provide and install a new item or building component in its place.
- D. Building Permit shall be obtained by District at no cost to the Contractor
- E. Comply with all latest adopted applicable Building Codes, local ordinances and rules of all governing regulatory agencies. Submit two copies each of permits, inspection reports, and certificates of compliance and occupancy to the District and Architect.
- F. Verify field dimensions before ordering fabrications or products to fit in place. Notify Architect of existing conditions and dimensions that differ from those shown in the Drawings.
- G. Unless noted otherwise, the subject of all imperative sentences in the Specifications is the Contractor. For example, "Provide and install . . ." means "Contractor shall provide and install . . ."
- H. Use of Building During Construction:

Attention is called to the bidders of the unique nature of this project. This facility provides office space to other tenants and the San Mateo County Harbor District on the 2nd story. **Full operational capability of the 2nd story during this Project must be maintained during the project except as follows:**

1. Operation and access to work stations, Exits, power, and water must be maintained with interruptions of no more than six (6) hours. Notify the SMC Harbor District and Architect of any proposed interruptions minimum 48 hours before any proposed interruptions.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 01020 -- ALLOWANCES

PART 1 -- GENERAL

1.1 SUMMARY

- A. Allowances listed below are for materials and labor. Include in the base bid all other costs including labor and costs of additional adjacent or related construction.
- B. Notify Architect in ample time when a decision on an allowance item is required to avoid a delay in construction.
- C. Certify that quantities of products purchased are what are needed with reasonable allowance for waste and spare maintenance supplies for the District.
- D. Submit invoices to show actual quantities and costs of materials delivered. Show applicable trade discounts.
- E. Allowance amounts not used or documented shall be returned to the District as a credit or deduction to the Contract Amount.

PART 2 -- PRODUCTS

(Not applicable.)

PART 3 -- EXECUTION

3.1 SCHEDULE

- A. Allowances: NONE

END OF SECTION

SECTION 01025 -- SCHEDULE OF VALUES and SCHEDULE OF WORK

GENERAL

1.1 SUMMARY

A. Schedule of Values: Unless otherwise stated in the Agreement, provide a detailed breakdown of the Contract Sum as a Schedule of Values that are allocated to each part of the Work. Submit a proposed Schedule of Values to the District submitting the first application for payment.

Provide copies of subcontracts and other data acceptable to the District to substantiate the sums described.

B. Provide a time schedule of the work identifying all major portions of work, the time allocated for completion of each and the locations & potential phasing of the work to accommodate the occupation & concurrent use of the project area by the District during the entirety of the construction of the project. The contractor shall submit a phasing plan to the District for approval.

C. See also sections 01500 & 01732 for Temporary Barriers / Facilities and Selective Demolition and Removals required for the separations between occupied & work areas.

END OF SECTION

SECTION 01030 -- ALTERNATES

PART 1 -- GENERAL

1.1 SUMMARY

- A. List the price for each alternate in the Bid Form. Include the cost of modifications to other work to accommodate each alternate. Include related costs such as overhead and profit. Also provide Changes in time schedule for each alternate.
- B. The District will determine which alternates will be included in the Contract.
- C. Alternates are listed in this section. See the Drawings and Specifications for particulars.
- D. Coordinate alternates with related work to ensure that work affected by each selected alternate is properly executed.
- E. All work not listed or noted as an Alternate item or required to complete the Alternate item work is to be included in the scope of the Base Bid.
- F. Labor or materials not specifically noted but required or necessary to complete the Alternate work and a completed, code compliant and functional system and building is assumed to be provided and installed as part of the respective Alternate item.

PART 2 -- PRODUCTS

(Not applicable.)

PART 3 -- EXECUTION

3.1 SCHEDULE

A. List of Alternates:

1. Additive Alternates:

Alternate #1: (Alt.1)

- 1. New furnishings – Assemble & install new furnishings, purchased by District.

Alternate #2: (Alt.2)

- 2. Painting – Paint all new & existing painted surfaces throughout 2nd story, excluding existing surfaces at stair enclosures, including all occupied tenant spaces and corridor.

END OF SECTION

SECTION 01045 -- CUTTING AND PATCHING

PART 1 -- GENERAL

1.1 SUMMARY

A. Cut and patch as required to complete the work for:

Framing, Doors, Plumbing, HVAC, Electrical, Fire Sprinklers, and Communication systems.

Inspection, preparation, and performance.

B. Cut and patch with care to avoid damage to work, safety hazards, violation of warranty requirements, building code violations, or maintenance problems.

C. Drawings and general provisions of the Contract, including general and Supplementary Conditions and other Specification sections apply to the section.

D. Description of Requirements:

Definition: "Cutting and Patching" included cutting into and removal of existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.

E. Do not cut and patch structural work in a manner that would result in a reduction of load carrying capacity or load-deflection ratio.

F. Before cutting and patching the following categories of work, obtain the Architect's approval to proceed:

1. structural metals
2. structural concrete
3. wood beams, glue laminated beams and wood framing at shear walls
4. bearing walls
5. ductwork
6. Alarm or Communication wiring

G. Do not cut and patch operational elements or safety related components in a manner that would result in the a reduction of their capacity to perform in the manner intended including decreased operational capacity or decreased safety.

H. Do not cut and patch work in a manner that would, in the opinion of the Architect and District, result in substantial visual evidence of cut and patch work. Remove and replace work judged by the Architect and District to be cut and patched in a visually unsatisfactory manner.

I. See also "Selective Demolition / Removals";

PART 2 -- MATERIALS AND PRODUCTS

2.1 MATERIALS

A. Match existing materials with new materials so that patching work is undetectable, unless specifically noted otherwise. Provide & install all solid blocking & backing for finishes & fixtures.

B. Except as otherwise indicated, or as directed by the Architect and District, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match the adjacent surfaces to the fullest extent possible with regard to visual quality and equal or better performance characteristics.

PART 3 -- EXECUTION

3.1 INSTALLATION

- A. Inspect field conditions to identify all work required. Review areas of potential interference and conflicts between various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.
- B. Notify Architect of work that might disrupt building operations.
- C. Perform work with workmen skilled in the trades involved. Prepare sample area of each type of work for approval. Protect adjacent work from damage and dirt.
- D. Provide temporary protection from damage by weather.
- E. For cutting work, use proper cutting tools, not chopping tools. Make neat holes. Minimize damage to adjacent work. Check for concealed utilities and structure before cutting. Cut through concrete and masonry using a cutting machine to insure neat cuts and holes. Do not over-cut corners at concrete cutting.
- F. Make patches, seams, and joints durable and inconspicuous or invisible. Tolerances for patching shall be the same as for new work.
- G. Clean work areas and areas affected by cutting and patching operations as described in Section 01800 on CLEANING.

END OF SECTION

SECTION 01100 -- CONSTRUCTION PROCEDURES

PART 1 -- GENERAL

1.1 SUMMARY

- A. Provide administrative coordination of all work, including trained, qualified employees and subcontractors, and supervisory personnel.
- B. Arrange and conduct preconstruction and construction meetings with design principals, consultants, and construction trades when required by the Architect.
- C. Submit progress schedule, bar-chart type, updated monthly. Provide submittal schedule, coordinated with progress schedule. Submit schedule of required tests including payment and responsibility.
- D. Submit schedule of values.
- E. Submit payment request procedures.
- F. Provide to the Architect and post at the construction site, a phone and address list of individuals to be contacted in case of emergency.
- G. Maintain and update record drawings and specifications as work progresses. Submit a complete, updated set of record documents upon conclusion of the work.
- H. Keep all work clean and well protected from dirt, weather, theft, and damage. Repair or replace all damage to existing items, systems or property intended to remain, from weather, theft, vandalism or by construction activity at no additional cost.
- I. Obtain Building Permit and all deferred or separate subtrade Permits from San Mateo County at no cost to the District.
- J. Call for appropriate regular and special inspections with regard to Building Permit and new Work.

END OF SECTION

SECTION 01153 -- CHANGE ORDER PROCEDURES

PART 1 -- GENERAL

1.1 SUMMARY

- A. Changes in the work may be required which will be authorized by a Change Order.
- B. Change Orders, signed by the District and Architect, to authorize changes in the work will include equivalent changes in the Contract Sum and/or Time of Completion.
- C. Change orders will be numbered in sequence and dated.
- D. A request for estimates for possible changes is not a Change Order or a direction to proceed with the proposed changes. That can only be authorized through a signed Change Order.

END OF SECTION

SECTION 01300 -- SUBMITTALS

PART 1 -- GENERAL

1.1 SUMMARY

- A. Provide all submittals as specified. Provide four copies where multiple copies are specified but the number is not stated.
- B. Provide re-submittals when submittals are not approved.
- C. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note special coordination required. Note any deviations from requirements of the Contract Documents.
- D. Provide warranties as specified. Supplier or installer responsible for performance shall sign warranties. Warranties shall not limit liability for negligence or non-compliance with documents.

Submittals are typically required within 21 calendar days after receiving the Notice to Proceed, and include, but are not limited to the following general categories: (See individual Sections for specific requirements.)

- 1. work schedule and schedule of values
- 2. interior finishes
- 3. doors, frames & hardware
- 4. interior paint color samples for selection
- 5. interior paint color brush out samples in actual locations
- 6. electrical
- 7. Submit list of materials to be provided for this work.
- 8. Submit manufacturer's specifications required to prove compliance with these specifications.
- 9. Submit manufacturer's installation instructions.
- 10. Submit Shop Drawings as required with complete details and assembly instructions.
- 11. Submit Shop Drawings showing relationship and interface with adjacent or related work.
- 12. Submit samples of proposed exposed finishes and hardware for approval by the Architect.
- 13. Submit Shop Drawings and Calculations for modification of the Existing Fire Sprinkler System, with a Separate Permit.

1.23 REVIEW OF CONTRACTOR'S SUBMITTALS

- 1. The Contractor must review all shop drawings and samples prior to submittal to the District. The District and Architect will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the work and with the information given in the Contract Documents. The County's and the Architect's approval of a separate item shall not indicate approval of an assembly in which the item functions.
- 2. The Contractor shall make any corrections required by the District and Architect and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the County and Architect on previous submissions.
- 3. Shop drawings and samples shall be properly identified as specified, or as the District and Architect may require. At the time of submission, the Contractor shall inform the Architect in writing of any deviation in the shop drawings or samples for the requirements of the Contract Documents.
- 4. By approving and submitting shop drawings and samples, the 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 shop drawing and sample with the requirements of the work and of the Contract Documents.

1.24 EFFECT OF ACCEPTANCE OF CONTRACTOR'S SUBMITTALS

1. The District and Architects approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation, nor shall the Architect's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.
2. NO PORTION OF THE WORK REQUIRING A SHOP DRAWING OR SAMPLE SUBMISSION SHALL BE COMMENCED UNTIL THE SUBMISSION HAS BEEN APPROVED BY THE District and ARCHITECT. All such portions of the work shall be in accordance with approved shop drawings and samples.

1.25 NUMBER OF COPIES OF CONTRACTOR'S SUBMITTALS

Review drawings or information regarding materials and equipment shall be submitted in five (5) copies. The District and Architect, after taking appropriate action, will return two marked copies to the Contractor.

END OF SECTION

SECTION 01500 -- TEMPORARY FACILITIES

PART 1 -- GENERAL

1.1 REQUIREMENTS

- A. Provide temporary services and utilities, including utility costs, for all services required for construction.
- B. Provide construction facilities, including protected storage for building materials.
- C. Provide security and protection requirements including fire extinguishers as required by the local Fire Marshal, site enclosure fence, barricades, warning signs, security lighting, building enclosure, locking, security, and pest control.
- E. Provide personnel support facilities including field office if required by the Architect, sanitary facilities, and drinking water.

END OF SECTION

SECTION 01600 -- PRODUCTS AND SUBSTITUTIONS

GENERAL

1.1 REQUIREMENTS

A. Provide products from one manufacturer for each type or kind as applicable. Provide secondary materials as recommended by manufacturers of primary materials.

B. Provide products selected or approved equal. Products submitted for substitution shall be submitted with acceptable documentation, and include costs of substitution including related work.

C. Conditions for substitution include:

An 'or equal' phrase in the specifications.

Specified material cannot be coordinated with other work.

Specified material is not acceptable to authorities having jurisdiction.

Substantial advantage is offered Owner in terms of cost, time, or other valuable consideration.

D. Substitutions shall be submitted prior to award of contract, unless otherwise acceptable. Approval of shop drawings, product data, or samples is not a substitution approval unless clearly presented as a substitution at the time of submittal.

E. Proposed substitutions shall be submitted in writing to the Architect with all necessary samples, data, descriptions, tests, etc. to fully describe the substitution and to describe its acceptability. Substitutions shall meet or exceed all pertinent qualities and specifications of the original / specified product / item. Approval or substitutions shall not relieve the Contractor from the responsibility for compliance with all requirements of the Contract Documents.

F. The Architect is not responsible for changes or alterations to the design or construction documents or to the Project during construction made by or agreed upon between the Contractor and Owner without the written approval of the Architect.

1.2 UNAVAILABILITY OR LATE DELIVERY OF MATERIALS:

A. It is the responsibility of the Contractor to order and schedule delivery of materials in ample time to avoid delays in construction. If an item is found to be unavailable, the Contractor shall notify the Architect and the District immediately, and present adequate information and samples of alternate items to allow the District to select a suitable substitute. Such approvals / selections are subject to the terms specified above under "Substitutions". If the Contractor fails to order materials / items in ample time to avoid delays in construction, material / item selected and approved by the District and Architect shall be substituted at no extra cost to the District.

END OF SECTION

SECTION 01700 -- CONTRACT CLOSEOUT

GENERAL

1.1 SUMMARY

A. The following are prerequisites to substantial completion. Provide the following:

1. Completed punch list and supporting documentation.
2. Signed warranties.
3. Certifications as specified.
4. Occupancy Permit or Certificate of Occupancy from governing agencies and utility companies as required.
5. Testing and start up of building systems.
6. Change and transfer of locks and keys as specified.
7. Lien Releases and Affidavit of Release of Liens

B. Provide the following prior to final acceptance:

1. Final payment request with supporting affidavits.
2. Completed punch list and supporting documentation.

C. Provide sets of record drawings showing original design and all changes made during construction.

D. Provide the following closeout procedures:

1. Submit record documents.
2. Submit maintenance manuals.
3. Complete all repairs, call-backs, corrections, re-adjustments of equipment, final cleaning, and final touch-up. Remove all temporary facilities, equipment, tools and supplies.

END OF SECTION

SECTION 01732-SELECTIVE DEMOLITION / REMOVALS

PART 1 - GENERAL

- 1.1 Related Documents:
- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Section apply to this Section.
- 1.2 Summary:
- A. The selective removal and disposal required under this Section includes but is not limited to the following:
1. Removal and disposal of existing wood and plaster finishes, and rough framing where indicated on drawings or required for new work.
 2. Removal and disposal of existing interior finishes as required for new work.
 3. Removal, protection and reinstallation of built-up roofing where indicated.
 4. All demolition and removal required to complete new work.
- B. Related Sections:
1. Section 01045 - Cutting and Patching
 2. Section 01710 - Cleaning
 3. Section 06100 - Rough Carpentry
 4. Division 8 - Doors and Windows
 6. Division 9 - Finishes
- 1.3 References
- A.
 1. ANSI : A10.6- "American National Standard Safety Requirements for Demolition"
 2. California Building Code (CBC).
- 1.4 Submittals
- A. Schedule indicating proposed sequence of operations for selective demolition to Architect and district for review prior to start of work. Include coordination and sequences for shutoff, capping and continuation of utility services as required and information and details for dust and noise control and protection.
1. Provide sequence of demolition and removal work.
 2. Indicate coordination with District's continuing occupation and partial occupancy.
- B. Photographs of existing conditions of structure, surfaces, equipment and finishes that might be misconstrued as damage related to removal operations. File with Architect prior to start of work.
- 1.5 Job Conditions:
- A. Owner will occupy portions of the site adjacent to areas of selective demolition. Provide minimum of 72 hours advance notice to Owner of any demolition activities that will affect Owner's normal operations.
- B. Protections:
1. Provide temporary barricades and other forms of protection to protect Owner's personnel, general public, workers and governmental authorities to provide free and safe passage.
 2. Provide all temporary interior and exterior shoring, bracing or support to prevent movement, settlement or collapse of structure or elements to be removed and adjacent elements to remain.
 3. Protect all existing elements, including furnishings, fixtures and finishes to remain.

4. Construct temporary dust-proof partitions to separate areas of work from those areas being occupied or where no work is being performed to prevent the passage of dust and dirt. Equip partitions with dust proof doors and security locks.
5. Provide temporary protective weather barriers to protect existing areas to remain from weather damage during and following selective demolition until completion of new work.
6. Protect existing structures, facilities and plant life from damage. Items damaged as a result of demolition operations shall be repaired or replaced as required at no increase in Contract amount.
7. Provide temporary plywood barricades to prevent unauthorized access into the building and areas under construction.
8. Remove protections at completion of work.

- C. Damages : Promptly repair or replace damages caused to existing items to remain by demolition and removal work at no increase in Contract amount.
- D. Traffic : Conduct selective demolition and removal work to insure minimum interference with roads, streets, walks and passageways in use. Do not block or obstruct pedestrian or vehicle emergency exit and access passageways.
- E. Flame Cutting:
 1. Do not use cutting torches for removals unless area is cleared or free of all flammable or combustible materials.
 2. Maintain portable fire suppression devices during flame cutting operations.
 3. Maintain fire protection services during selective demolition operations.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

3.1 Preparation:

- A. General: Provide all interior and exterior shoring, bracing and supports to prevent movement, settlement or collapse of areas to be demolished and adjacent facilities to remain.
 1. Cease operations and notify Architect immediately if safety of structures or items to remain appears to be endangered. Take precautions to support and protect structure until determination is made for continuing operations.
 2. Cover and protect all existing items including furnishings, fixtures and finishes to remain from damage due to selective demolition and new work.
 3. Erect and maintain dust-proof partitions and closures as required to prevent spread of dust or fumes to other portions of the building.
 4. Erect and maintain weatherproof closures for exterior openings to prevent damage to existing elements to remain.
 5. Locate, identify, stub off and disconnect utility services that are not indicated to remain. Provide bi-pass connections as necessary to maintain continuity of service to occupied areas of the building.

3.2 Demolition / Removals:

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on drawings in accordance with demolition schedule and governing regulations. Minimize disruption of adjacent surfaces.

- B. Patching :
Repair or replace any new or existing surfaces which become exposed, defaced or damaged as a result of Alterations or Demolition work at no increase in Contract amount. Make all repairs with materials equal in kind and quality to match existing adjacent surfaces. Where existing floor, wall and ceiling are removed, patch adjacent floor, wall and ceiling surfaces to match existing, unless otherwise noted. Repaint patched surfaces to nearest change of plane.
 - C. Conflicts: If unanticipated mechanical, electrical or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Architect in written accurate detail. Pending receipt of directive from Architect, rearrange selective demolition schedule as necessary to continue overall job progress without any undue delay.
- 3.4 Disposal of Demolished materials:
- A. Remove from building site debris, rubbish and other materials resulting from demolition operations on a daily basis. Area to be left broom clean.. Transport and legally dispose off site per local regulations and codes.
 - 1. If hazardous materials, are encountered or suspected during demolition operations, notify Owner and Architect immediately, and comply with all applicable regulations, laws and ordinances regarding hazardous materials. The District shall be responsible for removal of hazardous materials encountered other than those identified specifically by the District under separate report.
- 3.5 Cleanup and Repair:
- A. Clean up and disposal of material to occur daily. Upon completion of selective demolition, remove tools, equipment and demolished materials from site daily. Leave areas broom clean daily.
 - 1. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION

SECTION 01800 -- CLEANING AND MAINTENANCE DURING CONSTRUCTION AND FINAL CLEANING

GENERAL

1.1 SUMMARY

- A. Keep the buildings and site well-organized and clean throughout the construction period.
- B. Provide general clean up daily and complete weekly pickup and removal of all scrap and debris from the site. Exception: Reusable scrap shall be stored in a neatly maintained, designated storage area.
- C. Weekly pickup shall include a thorough broom-clean sweep of all interior spaces. Also, each week, sweep paved areas on the site and public paved areas adjacent to the site. Completely remove swept dirt and debris. Daily and weekly cleanings will not replace required clean up after the work of specific trades such as specified herein.
- D. At completion of the Work, remove from the job site all tools and equipment, surplus materials, equipment, scrap and debris.
- E. Exterior of building: Inspect exterior surfaces and remove all waste materials, paint droppings, spots, stains or dirt.
- F. Interior of building: Inspect interior surfaces and remove all waste materials, paint droppings, spots, stains or dirt.
- G. Glass: Clean inside and outside so there are no spots or dirt, and no smudges or streaks remain from the cleaning process.
- H. Schedule final cleaning as approved by the Owner to enable Owner to accept a completely clean Work.
- I. Final cleaning will be comparable to that provided by professional, skilled cleaners using commercial grade cleaning materials. Cleaning materials will be used with care and will be compatible with building materials and finishes. Final cleaning will include removal of scraps or waste in landscaped areas and thorough cleaning of walkways, desks, paved areas and public paved areas adjacent to the site.
- J. After installation, inspect all work for improper installation or damage.
- K. Operating hardware must perform smoothly. Repair or replace any defective work. Repair work will be undetectable. Redo repairs if work is still defective, as directed by the Architect. Clean the work area and remove all scrap and excess materials from the site.

END OF SECTION

SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. This section describes requirements for Rough Carpentry. Furnish all labor, materials, equipment, and services required for and/or reasonable incidental to the completion of the following work:
 - 1. Studs, sills, plates, headers, posts, blocking and wood, or plywood sheathing at all stud walls, partitions and roof areas.
 - 2. All rough framing hardware.
- B. Refer to Division 1, General Requirements and Division O. All of the provisions listed or specified therein apply to the work under this section.
- C. Related Work Under Other Sections: The following work is not specified under this section, but its installation is assumed to be by carpenters covered under this section.
 - 1. Cutting & Patching, Selective Demolition/Removals (see Division 1)
 - 2. Gypsum Board - (see Division 9).
 - 3. Plumbing (Division 15) and Electrical (Division 16)

1.02 QUALITY ASSURANCE:

- A. Code Requirements: All work shall conform to the requirements of all applicable building codes (and safety codes), ordinances, and regulations.

PART 2 - PRODUCTS

2.01 LUMBER:

- A. Lumber Grade: All framing lumber shall be Douglas Fir No. 1 grade or better, unless otherwise noted.
 - 1. All lumber shall comply with the latest edition of the WCLIB "Standard Grading and Dressing Rules for Douglas Fir", and shall be identified by grade stamp.
 - 2. Moisture Content: At time of erection, all lumber shall have a moisture content of not greater than 19%, stamped S-Dry.
- B. Structural Plywood:
 - 1. All plywood shall bear APA trademark and shall comply with US product standard PS 1-83.
 - 2. All plywood shall be Group 1, C-D interior with exterior glue with the following identification index (Wall plywood shall be Structural 1):
 - 3. Use C-C exterior plywood where exposed to moisture.

2.02 MISCELLANEOUS ITEMS: None

2.03 PRESERVATIVES AND TREATMENTS:

- A. Pressure treated Douglas Fir shall bear the AWPA LP-22 stamp per the UBC.
- B. Ends of wood joists which are two (2) feet or less above finished outside grade and which abuts (or are incased in) concrete or masonry, shall have a minimum treatment of dipping in wood preservative for a period of 15 minutes for a distance of at least 6" from the ends. This treatment shall be applied to wood blocking used in connection with such joist ends.
- C. Ends of wood sheathing boards, plywood and ends of studs which are less than 2' from finished ground surface shall be dipped after sawing, as provided for joist ends.

PART 3 - INSTALLATION

3.01 GENERAL REQUIREMENTS:

A. See Drawings and as required per California Building Code.

3.02 MISCELLANEOUS PROVISIONS: None

3.03 CLEAN - UP: Perform the work under this section so as to keep affected portions of the building and site neat, clean, and orderly at all times. Upon completion of the work under this section, remove immediately all surplus materials, rubbish, and equipment associated with or used in the performance of this work. Failure to perform such cleanup operations within 24 hours of notice by the Architect shall be considered adequate grounds for having the work done by others at the Contractor's expense.

END OF SECTION

SECTION 06230 - FINISH CARPENTRY

PART 1 - GENERAL

- 1.01 SCOPE OF WORK:
- A. This Section covers the requirements for furnishing and installing finish carpentry.
 - B. Requirements of Division 1 apply to work under this Section.
- 1.02 QUALITY ASSURANCE:
- A. Codes: Comply with provisions of all applicable codes, ordinances and regulations.
 - B. Standards:
 - 1. WIC standards as applicable to types indicated and grades specified.
 - C. Factory-mark lumber and plywood with type, grade, mill and grading agency identification on surfaces to receive transparent finish, omit mark and submit mill certificate in lieu of marking.
- 1.03 SUBMITTALS:
- A. Product Data: Proposed manufacturer's product literature for all hardware items exposed to view in the finished work.
 - B. Samples: Hardware items exposed to view in the completed work when requested by the Architect.
 - C. Mill Certificates: as required.
- 1.04 PRODUCT DELIVERY, STORAGE AND HANDLING:
- A. Protect finish carpentry materials during transit, delivery, storage and handling to prevent damage, soiling or deterioration.
 - B. Do not deliver materials until painting, wet work, grinding and similar operations which could damage, soil or deteriorate work, have been completed.
- 1.05 JOB CONDITIONS: Do not install finish carpentry until required temperature and relative humidity conditions have been stabilized and will be maintained in installation areas.

PART 2 - PRODUCTS

- 2.01 MATERIALS:
- A. Wood:
 - 1. Provide dressed or worked and dressed lumber, manufactured to the actual sizes as required by PS 20 or to sizes and patterns indicated.
 - 2. Moisture Content:
 - a. Softwood: Seasoned kiln-dried lumber having a moisture content from time of manufacture until time of installation not greater than values required by the applicable grading rules of the respective grading and inspection agencies.
 - b. Hardwood: Kiln-dried lumber having a moisture content from time of manufacture until time of installation within the ranges required in the referenced wood-working standard.
 - 3. Lumber for Painted Finish: May be 'finger jointed wood' or made of solid lumber stock.
 - 4. Standing and Running Trim for Opaque Finish: Flat grain Douglas Fir, manufactured to sizes and profiles indicated, complying with WIC Custom grade requirements. Construct in accordance with "Manual of Millwork" Section 10.
 - B. Fasteners and Anchors: Provide nails, screws and other anchoring devices of the type, size, material and finish required for application indicated. Conceal fasteners where possible.

- C. Casework:
Provide all plastic laminate covered casework as indicated and specified. Comply with WIC "Manual of Millwork," latest edition for "Custom Grade" cabinets. High pressure laminate .028" min. thickness, color as selected by Architect. Full overlay frameless cabinets with European style hinges. Adjustable shelves Cabinet components are 5/8" thick with white polyester laminate interiors. All shelf edges banded with same material as face. Upper cabinets furnished with valence trim to shield undercounter lights. Shelf supports at open cabinets use Hafele Swedish-Type 282.72.700 or 282.72.719 depending on length required; Hafele 283.48.709 at closed cabinets. Drill holes at one inch intervals vertically. Drawer guides Accuride C3800. Cabinet door and drawer pulls Ives® #38-26D.
- D. Laminated Plastic Counter Top:
1. "Custom" grade per WIC Section 16, self-edged (top lap over edge), unless otherwise noted.
 2. Use high pressure type laminated plastic including backing sheet to conform to NGMA L D 3.
 3. Grade: Standard (or fire rated as required for fire rating), .050" thick (0.42' thick for forming for horizontal surfaces and .020' thick for vertical surfaces. Provide .020" thick backing sheets at panels (Including backsplashes) to assure stability and moisture resistance.
 4. Plastic laminate colors selected by Architect from manufacturer's standard colors.

PART 3 - EXECUTION

- 3.01 PREPARATION:
- A. Condition wood materials to average prevailing humidity conditions in installation areas prior to installing.
 - B. Discard units of material which are unsound, warped, bowed, twisted, not adequately seasoned or too small to fabricate work with minimum of joints.
- 3.02 INSTALLATION:
- A. Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims.
 - B. Install to a tolerance of 1/8-inch in 8-feet for plumb and level; and with 1/16-inch maximum offset in flush adjoining, 1/8-inch maximum offsets in revealed adjoining surfaces.
 - C. Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
 - D. Standing and Running Trim:
 1. Install with minimum number of joints, using full-length pieces where possible.
 2. Stagger joints in adjacent and related members.
 3. Cope at returns, miter at corners, to produce tight fitting joints with full surface contact throughout length of joint.
 4. Use scarf joints for end-to-end joints.
 - E. Anchor finish carpentry work to anchorage devices or blocking built-in or attached to substrates.

- F. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required.
- G. Use fine finishing nails for exposed railings, countersunk and filled flush with finished surface.
- H. Shelves shall be level and shall rest on cleats free from rocking.

3.03 INSTALLATION OF FINISH HARDWARE:

- A. Install finish hardware items for metal doors as furnished under Division 8. Install accurately and securely without marking or defacing hardware or finish work. items of finish hardware shall be fastened at all points where indicated or required. Drill pilot holes for screws and screw home; hammer driving of screws is not permitted.
- B. Finish hardware, except hinges, shall be removed for painting and finishing, and reapplied after painting and finishing are completed and dry. Perform final testing, and adjusting after reinstallation is completed. Doors shall swing smoothly but not loosely, without sticking, binding, or hinge-bound conditions, with hardware properly adjusted and functioning.

3.04 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION:

- A. Repair damaged and defective finish carpentry work wherever possible to eliminate defects; where not possible to repair, replace. Adjust joinery for uniform appearance.
- B. Clean finish carpentry work on exposed and semi-exposed surfaces. Touch-up shop applied finishes to restore damaged or soiled areas.
- C. Protection: Protect and maintain protection to ensure work will be without damage or deterioration at time of acceptance.

END OF SECTION

SECTION 07200- BUILDING INSULATION

PART 1 -- GENERAL

1.1 WORK

A. Provide everything required to complete the work as shown on the Drawings and specified herein.

1.2 QUALITY STANDARDS

A. Provide experienced, well-trained workers competent to complete the work as specified. Unless approved by the Architect, provide all related products and accessories from one manufacturer.

All insulation shall have a composite flame spread rating of 25 or less, smoke density of 450 or less in accordance with CBC Standards .

1.3 SUBMITTALS

A. Submit the following within 21 calendar days after receiving the Notice to Proceed. Submit list of materials to be provided for this work; manufacturer's data required to prove compliance with these Specifications, manufacturer's installation instructions.

1.4 MATERIALS HANDLING

A. Provide all materials required to complete the work as shown on drawings and specified herein. Deliver, store, and transport materials to avoid damage to the products or to any other work and as per the General Conditions.

1.5 PRECONSTRUCTION AND PREPARATION

A. Examine and verify that job conditions are satisfactory for proper & acceptable work.

PART 2 -- MATERIALS

2.1 INSULATION

A. Insulation shall be (type): fiber glass batts, foil or kraft paper faced; Manufactured by: Owens-Corning Fiberglass or equivalent;

Locations: at new exterior wood frame wall cavities; at existing frame walls separating conditioned areas from unconditioned areas uncovered; at existing ceiling / roof areas uncovered or affected by new work;

Type: Preformed glass fiber batt.

R-value: R-13 at walls, R-19 at ceilings / roof areas; Thickness: varies

B. Provide tapes, fastenings, and other related materials as instructed by insulation manufacturer.

PART 3 -- CONSTRUCTION AND INSTALLATION

3.1 PREPARATION AND MATERIALS HANDLING

A. Obtain manufacturer affidavit that materials delivered are as specified.

B. Keep insulation materials totally dry at all times in storage and during installation.

3.2 APPLICATION

A. Keep areas to be insulated clean and dry. Do not install insulation where it might be exposed to water.

B. Install as per manufacturer's instructions and building code requirements. Keep ventilation space unobstructed. Install with foil or kraft paper face toward heated side of cavity.

C. Upon completion, clean the work area and remove all scrap and excess materials from the site. Allow convenient access for inspection of work and repair or replace defective work as directed by the Architect.

END OF SECTION

SECTION 07260 - BUILDING PAPERS

PART 1 -- GENERAL

1.1 WORK

A. Provide everything required to complete the work as shown on the Drawings and specified herein.

1.2 QUALITY STANDARDS

A. Provide experienced, well-trained workers competent to complete the work as specified. Unless approved by the Architect, provide all related products and accessories from one manufacturer. Provide all building paper systems, including sealing joints and protrusions through building paper with all required accessories to complete installation.

1.3 SUBMITTALS

A. Submit the following within 21 calendar days after receiving the Notice to Proceed. Submit list of materials to be provided for this work; manufacturer's data required to prove compliance with these Specifications, manufacturer's installation instructions;

1.4 MATERIALS HANDLING

A. Provide all materials required to complete the work as shown on drawings and specified herein. Deliver, store, and transport materials to avoid damage to the products or to any other work and as per the General Conditions.

1.5 PRECONSTRUCTION AND PREPARATION

A. Examine and verify that job conditions are satisfactory for proper & acceptable work.

PART 2 -- MATERIALS

2.1 BUILDING PAPERS

A. Manufacturer: Fortifiber Corporation, 800-773-4777

Types:

1. Vapor permeable weather-resistive barriers at plywood sheathed exterior walls: single layer asphalt saturated kraft Grade D breather type sheathing paper: Fortifiber "60 Minute Super Jumbo Tex";

2. Vapor permeable weather-resistive barriers at plywood sheathed exterior walls receiving plaster finish: 2 layers asphalt saturated kraft Grade D breather type sheathing paper: 2 layers "Fortifiber 60 Minute Super Jumbo Tex";

3. Flexible flashing around exterior openings: Fortifiber "Moistop E-Z Seal" adhesive flashing;

B. Provide tapes, fastenings, and other related materials as instructed by manufacturer.

PART 3 -- CONSTRUCTION AND INSTALLATION

3.1 PREPARATION AND MATERIALS HANDLING

A. Insure that all surfaces are prepared suitable for installation, free of protrusions and irregularities.

3.2 APPLICATION

A. Install as per manufacturer's instructions and building code requirements. Lay smooth without folds or bunches of materials. Seam overlap: per manufacturers' recommendations;

B. Upon completion, clean the work area and remove all scrap and excess materials from the site. Allow convenient access for inspection of work and repair or replace defective work as directed by the Architect. Inspect and repair building paper prior to application of finish material over building paper; tape tears, perforations and other damage.

END OF SECTION

SECTION 07600 - FLASHING, SHEET METAL and SEALANTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract including without limitation, the General and Supplementary Conditions apply to this Section.

1.02 DESCRIPTION OF WORK

- A. Fabricate and install new sheet metal flashings as required in the replacement of the roofing systems. Flashings required include, but are not limited to the following items or conditions: copings, counterflashing extensions, caps, cleats, penetration flashings, rain collars, splash pan, counterflashings, drain flashings, and special closures at flashing terminations and transitions.
- B. Repair and reinstall existing sheet metal flashings at designated locations.
- C. Fabricate and install sheet metal as indicated in Drawings and specified herein. Conform to standards of the components and materials manufacturers, and to the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA).
- D. The work is not restricted to those items specified herein and includes all items necessary to produce a properly executed and completed project.
- E. Weatherproofing / flashing and sealing exterior openings.

1.03 RELATED SECTIONS

- A. Section 01010 - Summary of Work
- B. Section 01300 - Shop Drawings, Products and Samples
- C. Section 01732 - Selective Demolition
- D. Section 01733 - Asbestos Removal
- E. Section 06100 - Rough Carpentry
- F. Section 07200 - Insulation
- G. Section 07510 - Built-up Asphalt Bituminous Roofing
- H. Section 08200 - Wood Door
- I. Section 08505 - Aluminum Windows

1.04 REFERENCED STANDARDS

- A. ASTM A525 - Standard Specification for General Requirements for Steel Sheet, Zinc Coated by the Hot Dip Process.
- B. ASTM A526 - Standard Specification for Steel Sheet, Zinc Coated by the Hot Dip Process, Commercial Quality.
- C. ASTM B32 - Specification for Solder Metal.
- D. ASTM C920-79 - Sealing Compound: Elastomeric Type, Single Component.
- E. Federal Specification QQ-L-201 - Lead Sheet.
- F. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual, Fifth Edition.

1.05 COORDINATION AND SCHEDULES

- A. Coordinate work with involved trades to ensure the required sequencing of work, and to provide weather protection of the Work.
- B. Schedule operations to prevent construction traffic on newly installed work.

- C. Coordinate delivery and installation of flashings and closures with progress of roofing materials placement. Coordinate delivery and installation of flashings and closures with involved trades.
- D. One week prior to the commencement of work, the Contractor shall participate in a pre-application conference at the job site. The meeting agenda shall include a review of construction documents and submittals, the schedule of work, existing conditions and details of the work.

1.06 SUBMITTALS

- A. Submit shop drawings for items to be furnished under this section. Drawings and details to include materials, gauges/weights, finishes, profiles and dimensions, typical assembly, joinery and fasteners.
- B. Submit list of manufactured products and materials to be used in this work. Provide applicable data sheets, installation instructions and details from manufacturers of fabricated products.
- C. Submit changes, when field conditions necessitate modifications to the Specifications or Drawings, to the Architect for review, prior to acceptance.
- D. Do not purchase materials or begin fabrication prior to approval of shop drawings.

1.07 PROTECTION

- A. Exercise care when working on or about roof surfaces to avoid damaging or puncturing membrane or flashings.
- B. Place plywood panels on roof surfaces adjacent to work of this Section as temporary protection during the course of any cutting or fabrication.
- C. Do not store sheet metal materials directly on the roof surface. Place on pallets, plywood panels or temporary sleepers.
- D. Protect completed sheet metal surfaces from damage until Final Completion. Replace or repair damaged work without additional cost to the Owner.
- E. Protect the interior of the building from water intrusion during operations performed under this Section.

1.08 WARRANTIES

- A. Provide the Owner with a warranty stating that metal flashings will properly shed water and protect the roofing from physical damage for a minimum period of three years from the date of completion, and that damage resulting from failure to provide the above stated performances will be repaired to the satisfaction of the Owner at no additional cost.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Sheet metal items shall be fabricated as shown in the details, fabricated according to the latest edition of the SMACNA Manual, following approval of shop drawings.
- B. Substitutions: Items of same function and performance in conformance with the intents and level of quality expressed in the construction documents may be submitted for review. Substituted materials may be used only when approved in writing by the Architect.

2.02 SHEET METALS

- A. Galvanized Sheet Metal: Hot dipped galvanized sheet steel, commercial quality complying with ASTM A526. Unless otherwise noted, use 24 gauge, minimum thickness. Use 20 gauge thickness for fabrication of cleats. Weight of coating to be ASTM A525, G90.
- B. Sheet Lead: Four lb. sheet lead conforming with Federal Specification No. QQ-L-201.

2.03 ACCESSORY MATERIALS

- A. Fasteners: Nails shall be galvanized for galvanized flashings. Rivets and screws shall be stainless steel. Where fasteners are exposed to weather, use stainless steel/EPDM, self-sealing washers. Provide corrosion resistant expansion type or stainless steel spike fasteners for attachment to concrete.
- B. Solder and Flux: ASTM B-32-76 50% Pig Lead, 50% Block Tin with Muriatic Acid Flux.
- C. Sealant: One-component polyurethane conforming to requirements of ASTM E920, Type S non-staining; non-bleeding; non-sagging.
 - 1. Sonolastic NP1 Manufactured by Sonneborn.
 - 2. SikaFlex 1a Manufactured by Sika Chemical Corporation.
 - 3. Approved Equal.
- D. Isolation Tape: 10 mil PVC plumber's tape or equal.
- E. Drawbands: Stainless steel, as used in plumbing and automotive trades.
- F. Bituminous Paint: ASTM D1187 alkali resistant type; black color; Gibson-Homans G683 Asphalt Enamel or approved equal.
- G. Butyl Tape: Minimum $\frac{3}{4}$ inch wide by $\frac{3}{16}$ inch thick.
- H. Neoprene Pad: 1 inch thick.

2.04 FABRICATION

- A. Design and fabrication of sheet metal work, including both profiles and gauges, shall conform to the Drawings, Specifications, and the SMACNA Architectural Sheet Metal Manual. Field measure site conditions prior to fabricating work.
- B. Form sections square, true and accurate to size, free from distortion and other defects detrimental to appearance or performance.
- C. Form sections in 10 foot lengths. Make allowances for expansion at section joints.
- D. Fabricate corners mitered, soldered or welded, and sealed as one piece, with 18 inch minimum legs.
- E. Wipe and wash clean, soldered or welded joints, to remove traces of flux immediately after soldering. Wipe clean all lap areas to receive sealant.
- F. Sanitary Vent Pipe Flashings: Lead; minimum 1 inch return, 4 inch flanges.

- G. Standard Penetration Flanged Flashings: Galvanized sheet metal or lead, with 4 inch wide flanges and minimum 6 inch high collar. Provide lead flanges for penetrations where wood nailers are not provided. Provide separate 5 inch wide galvanized sheet metal or lead umbrella counterflashing with draw band.
- H. Drain Flashings: Galvanized sheet metal; with 4 inch flanges formed to fit opening with sleeve that extends 1 inch into existing downspout.
- I. Copings:
 - 1. Fabricate from galvanized sheet metal. Fabricate with 4 inch wide vertical faces, with bottom edge formed outward and hemmed $\frac{3}{4}$ inch, to form drip edge and to receive continuous cleat at outside vertical face.
 - 2. Fabricate 6 inch wide joint cover plates, to match profile of copings.
- J. Fabricate galvanized sheet metal caps, counterflashings, and counterflashing extensions as shown in the Drawings. Hem exposed edges on underside $\frac{1}{2}$ inch, and form $\frac{1}{4}$ inch kick-out to form a drip edge.
- K. Fabricate galvanized sheet metal closures as shown in the Drawings. Closures shall be fabricated as one piece, with soldered joints.
- L. Soldered joints shall be lapped 1 inch, riveted and uniformly filled with solder.

PART 3 - EXECUTION

3.01 GENERAL

- A. Use stainless steel/EPDM washers when fasteners are exposed.
- B. Lap metal counterflashings at least 4 inches at transverse joints, filling joints solidly with sealant. Cover top edge of membrane base flashings at least 3 inches. Make corners square where appropriate, surfaces true and straight in planes, and lines accurate to profiles.
- C. Back-paint flashings with bituminous paint where expected to be in contact with cementitious materials or dissimilar metals.

3.02 INSTALLATION

- A. Conform with procedures and methods of installation and applicable details shown and described in SMACNA Architectural Sheet Metal Manual.
- B. Install sheet metal work watertight and in true, accurate alignment with other pieces and related work. Accurately fit joints, and make certain that exposed surfaces are free of dents and other irregularities.
- C. Install sheet metal flashings that are to be incorporated into the built-up roofing membrane on top of the membrane plies.
- D. Coarse-sand the top side of sheet metal flanges that are to be stripped into the built-up roofing. Leave surfaces lightly scratched.
- E. Wash top sides of sheet metal flanges that are to be stripped into the built-up roofing membrane with a commercial vinegar solution to the extent that finishing oils are removed.
- F. Prime both sides of sheet metal flanges that are to be stripped into the built-up roofing membrane and allow to dry.

- G. Fasten galvanized sheet metal flanges at 3 inch staggered centers. Do not nail lead flashings.
 - H. Strip in sheet metal flanges as illustrated in the Drawings.
 - I. Set coping cover plates in sealant. Do not permit sealant to exude from between joints.
 - J. Screw fasten counterflashing extensions at maximum 24 inches on center, unless indicated otherwise in the Drawings.
 - K. Set counterflashings in place, seal with sealant, and screw fasten at maximum 24 inches on center, unless indicated otherwise in the Drawings.
 - L. Install umbrella counterflashings in sealant directly above penetration flashing collars and secure in place using drawbands.
 - M. Install closures at intersecting detail treatments as shown in the Drawings.
 - N. Secure outside legs of copings using continuous cleat, mechanically fastened at maximum 24 inches o.c. Secure inside legs of copings using specified screws and weathertight washers at maximum 24 inches o.c.
- 3.03 ADJUSTING AND CLEANING
- A. Remove from the job site debris from Work performed under this Section.
 - B. Repair damages caused by the Contractor at no additional expense to the Owner.

END OF SECTION

SECTION 08200-WOOD DOORS

PART 1 -- GENERAL

1.1 WORK

A. Provide wood doors, complete with hardware where shown on the Drawings and as specified herein. Provide and install all door hardware as shown on schedules and as specified herein.

1.2 QUALITY STANDARDS

A. Provide experienced, well-trained workers competent to complete the work as specified.

B. Unless approved by the Architect, provide all related products and accessories from one manufacturer.

C. Comply with standards of the Architectural Woodwork Institute for the grades specified.

1.3 SUBMITTALS

A. Submit the following within 21 calendar days after receiving the Notice to Proceed.

Submit list of materials to be provided for this work, manufacturer's data required to prove compliance with these Specifications and manufacturer's installation instructions.

1.4 MATERIALS HANDLING

A. Provide all materials required to complete the work as shown on Drawings and specified herein. Deliver and transport materials to avoid damage to the product or to any other work. Return any products or materials delivered in a damaged or unsatisfactory condition. Materials and products delivered will be certified by the manufacturer to be as specified.

B. Deliver after interior finish materials are dry and after building reaches average long-term interior humidity. Packaging must be sealed with clear manufacturer and identification markings. Seal all edges of unfinished doors.

C. Store materials safely to avoid damage and locate to expedite the work. Store flat on 2x4's spaced at 12" centers, and safely protected from damage, weather, and moisture.

D. Comply with recommendations and standards of the Architectural Woodwork Institute.

PART 2 -- MATERIALS AND PRODUCTS

2.1 WOOD DOORS

A. Provide wood doors as per Drawings and Door Schedule. See Door Schedule for sizes and types. Unless otherwise noted wood doors are:
Solid Core Flush Stave Lumber Core doors with paint grade birch veneer faces, WIC Custom Grade.

B. Acceptable Door Manufacturers: Weyerhaeuser, Nord

C. Provide doors that are straight, free of defects and blemishes, and that have correct finish material thickness.

D. Verify that factory preparation and pre-fitting follow required hardware templates. Hollow-core doors must have core construction as required to receive finish hardware.

E. Provide door glazing with stops as required and labeled safety glass.

F. Provide labeled fire-rated doors that comply with all building code and fire code requirements.

PART 3 -- INSTALLATION

3.1 PRECONSTRUCTION AND PREPARATION

- A. Examine and verify that job conditions are satisfactory for speedy and acceptable work.
- B. Do not allow door swings to conflict with electrical switches or outlets, wall guards or rails.

3.2 INSTALLATION

- A. Mount frames and doors plumb, straight, and securely braced.
- B. Mounting tolerances: Bottom clearance, 1/2" maximum; top clearance, 1/8" maximum; lock and hinge edge, bevel at 1/8" in 2" maximum.
- C. Hang doors straight, plumb, smooth in opening and closing. Provide clearances below doors as necessary to allow for thresholds, weather stripping, etc.
- D. Do not cut fire-rated doors so as to negate fire rating.
- E. Seal or re-seal doors whenever they are cut. Seal, stain, or paint exterior doors before or immediately after installing them.
- F. Install fastenings and hardware as per Hardware Schedule and instructions of manufacturer.

3.3 INSPECTION, REPAIR, AND TOUCH-UP

- A. After installation, inspect all doors and frames to find and repair damaged surfaces. Repair or replace any damaged materials or improperly hung doors as directed by the Architect. Repair or replace any other materials damaged during installation. Any costs for replacing doors for non-compliance will be paid by the Contractor.
- B. Final door mounts shall be square, smooth operating, and plumb when doors are closed, partially open, and fully open.

END OF SECTION

SECTION 087100 – DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes commercial door hardware for the following:
 - 1. Swinging doors.
 - 2. Other doors to the extent indicated.
- B. Door hardware includes, but is not necessarily limited to, the following:
 - 1. Mechanical door hardware.
 - 2. Electromechanical door hardware.
 - 3. Cylinders specified for doors in other sections.
- C. Related Sections:
 - 1. Division 08 Section "Operations and Maintenance".
 - 2. Division 08 Section "Door Schedule".
 - 3. Division 08 Section "Door Hardware Schedule".
 - 4. Division 08 Section "Hollow Metal Doors and Frames".
 - 5. Division 08 Section "Flush Wood Doors".
 - 6. Division 08 Section "Access Control Hardware".
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. NFPA 70 - National Electrical Code.
 - 4. NFPA 101 - Life Safety Code.
 - 5. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards:
 - 1. ANSI/BHMA Certified Product Standards - A156 Series

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 - 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - h. Warranty information for each product.
 - 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Shop Drawings: Details of electrified access control hardware indicating the following:
 - 1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
 - a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
 - b. Complete (risers, point-to-point) access control system block wiring diagrams.

- c. Wiring instructions for each electronic component scheduled herein.
- 2. Electrical Coordination: Coordinate with related sections the voltages and wiring details required at electrically controlled and operated hardware openings.
- D. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
- E. Informational Submittals:
 - 1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.
- F. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals.

1.4 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
- D. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
 - 1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
 - 2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.

- E. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- F. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
 - 1. Function of building, purpose of each area and degree of security required.
 - 2. Plans for existing and future key system expansion.
 - 3. Requirements for key control storage and software.
 - 4. Installation of permanent keys, cylinder cores and software.
 - 5. Address and requirements for delivery of keys.
- G. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
 - 1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
 - 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
 - 3. Review sequence of operation narratives for each unique access controlled opening.
 - 4. Review and finalize construction schedule and verify availability of materials.
 - 5. Review the required inspecting, testing, commissioning, and demonstration procedures
- H. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.
- C. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Electrical component defects and failures within the systems operation.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
 - 1. Five years for standard duty cylindrical (bored) locks and latches.
 - 2. Twenty five years for manual surface door closer bodies.
 - 3. Two years for electromechanical door hardware.

1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
- B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:
- C. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
- D. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

- A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles as specified in the Door Hardware Sets.
 - 1. Quantity: Provide the following hinge quantity, unless otherwise indicated:
 - a. Two Hinges: For doors with heights up to 60 inches.
 - b. Three Hinges: For doors with heights 61 to 90 inches.
 - c. Four Hinges: For doors with heights 91 to 120 inches.
 - d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
 - 2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
 - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
 - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
 - 3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
 - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
 - b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.

4. Hinge Options: Comply with the following where indicated in the Hardware Sets or on Drawings:
 - a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.
5. Acceptable Manufacturers:
 - a. McKinney Products (MK).

2.3 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.
- B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.
 1. Acceptable Manufacturers:
 - a. Yale Locks and Hardware (YA).
- C. Cylinders: Original manufacturer cylinders complying with the following:
 1. Mortise Type: Threaded cylinders with rings and cams to suit hardware application.
 2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
 3. Bored-Lock Type: Cylinders with tailpieces to suit locks.
 4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
 5. Keyway: Manufacturer's Standard.
- D. Permanent Cores: Manufacturer's standard; finish face to match lockset; complying with the following:
 1. Removable Cores: Core insert, removable by use of a special key, and for use with only the core manufacturer's cylinder and door hardware. Provide removable core (small or large format) as specified in Hardware Sets.
- E. Keying System: Each type of lock and cylinders to be factory keyed.
 1. Conduct specified "Keying Conference" to define and document keying system instructions and requirements.
 2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
 3. New System: Key locks to a new key system as directed by the Owner.
- F. Key Quantity: Provide the following minimum number of keys:
 1. Change Keys per Cylinder: Three (3).

2. Master Keys (per Master Key Level/Group): Five (5).
3. Construction Keys (where required): Ten (10).
4. Construction Control Keys (where required): Two (2).
5. Permanent Control Keys (where required): Two (2).

G. Construction Keying: Provide construction master keyed cylinders.

H. Key Registration List (Bitting List):

1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
2. Provide transcript list in writing or electronic file as directed by the Owner.

I. Key Control Cabinet: Provide a key control system including envelopes, labels, and tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet. Key control cabinet shall have expansion capacity of 150% of the number of locks required for the project.

1. Acceptable Manufacturers:

- a. Lund Equipment (LU).
- b. MMF Industries (MM).
- c. Telkee (TK).

2.4 MECHANICAL LOCKS AND LATCHING DEVICES

A. Cylindrical Locksets, Grade 1 (Commercial Duty): ANSI/BHMA A156.2, Series 4000, Grade 1 certified.

1. Locks are to be non-handed and fully field reversible.
2. Acceptable Manufacturers:
 - a. Yale Locks and Hardware (YA) 4700LN Series.

2.5 LOCK AND LATCH STRIKES

A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.

B. Standards: Comply with the following:

1. Strikes for Bored Locks and Latches: BHMA A156.2.

2.6 ELECTRIC STRIKES

- A. Standard Electric Strikes: Heavy duty, cylindrical and mortise lock electric strikes conforming to ANSI/BHMA A156.31, Grade 1, UL listed for both Burglary Resistance and for use on fire rated door assemblies. Stainless steel construction with dual interlocking plunger design tested to exceed 3000 lbs. of static strength and 350 ft-lbs. of dynamic strength. Strikes tested for a minimum 1 million operating cycles. Provide strikes with 12 or 24 VDC capability and supplied standard as fail-secure unless otherwise specified. Option available for latchbolt and latchbolt strike monitoring indicating both the position of the latchbolt and locked condition of the strike.

1. Acceptable Manufacturers:
 - a. Adams Rite 7400 Series (AR).

2.7 DOOR CLOSERS

- A. All door closers specified herein shall meet or exceed the following criteria:
 1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.
 2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
 3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.
 4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
 5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
 6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.
- B. Door Closers, Surface Mounted (Commercial Duty): ANSI/BHMA 156.4, Grade 1 certified surface mounted, institutional grade door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast

iron or aluminum alloy body construction, with adjustable backcheck, closing sweep, and latch speed control valves. Provide non-handed units standard.

1. Acceptable Manufacturers:
 - a. Norton Door Controls (NO) - 8500 Series.

2.8 ARCHITECTURAL TRIM

A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
3. Where plates are applied to fire rated doors with the top of the plate more than 16" above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer's catalog and template book for specific requirements for size and applications.
4. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:
 - a. Stainless Steel: 300 grade, 050-inch thick.
5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.
6. Acceptable Manufacturers:
 - a. Hiawatha, Inc. (HI).
 - b. Rockwood Manufacturing (RO).
 - c. Trimco (TC).

2.9 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.
 1. Acceptable Manufacturers:

- a. Hiawatha, Inc. (HI).
 - b. Rockwood Manufacturing (RO).
 - c. Trimco (TC).
- C. Overhead Door Stops and Holders: ANSI/BHMA A156.6, Grade 1 certified overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.
1. Acceptable Manufacturers:
 - a. Rixson Door Controls (RF).

2.10 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.
- C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.
- D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.
- E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- F. Acceptable Manufacturers:
1. National Guard Products (NG).
 2. Pemko Manufacturing (PE).
 3. Reese Enterprises, Inc. (RE).

2.11 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.12 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
 - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.

- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
 - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
 - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.

- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

- D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

- E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

- A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.

- B. Clean adjacent surfaces soiled by door hardware installation.

- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

- A. Instruct District's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

- B. Manufacturer's Abbreviations:

1. MK - McKinney
2. YA - Yale
3. AD - Adams Rite
4. RF - Rixson
5. NO - Norton
6. RO - Rockwood
7. PE - Pemko

Hardware Sets

Hardware Group A

Door: E2

1 Cylindrical Lock	AU 4705LN GMK	626	YA
1 Electric Strike	7410M	630	AD
1 Kick Plate	K1050 10"	US32D	RO
1 Stop	406	US32D	RO
1 Gasketing	S88D		PE
3 Silencer	608		RO

Notes: Verify existing doors to receive and install new hardware properly.
Access Control Door. Door normally closed, latched, and locked. During operation hours, device remain unlocked or key override during non-operation hours. When power fails, door closed and latched, and devices remain locked. Free to egress all times

Hardware Group B

Door: 3

3 Hinge	MPB79 x NRP (size as req.)	US26D	MK
1 Cylindrical Lock	AU 4705LN GMK	626	YA
1 Stop	406	US32D	RO
1 Gasketing	S88D		PE
3 Silencer	608		RO

Hardware Group C

Door: 1

3 Hinge	MPB79 x NRP (size as req.)	US26D	MK
1 Cylindrical Lock	AU 4705LN GMK	626	YA
1 Surface Closer	P8501	689	NO
1 Kick Plate	K1050 10"	US32D	RO
1 Stop	406	US32D	RO
1 Gasketing	S88D		PE
3 Silencer	608		RO

Notes: Free to egress all times.

Hardware Group D

Door: 5

3 Hinge	MPB79 x NRP (size as req.)	US26D	MK
1 Cylindrical Lock	AU 4704LN GMK	626	YA
1 Electric Strike	7410M	630	AD
1 Surface Closer	P8501	689	NO
1 Stop	406	US32D	RO
3 Silencer	608		RO

Hardware Group E

Door: E1

1 Cylindrical Lock	AU 4704LN GMK	626	YA
1 Electric Strike	7410M	630	AD
1 Surf Overhead Stop	10-X36	689	RF
1 Gasketing	S88D		PE
3 Silencer	608		RO

Notes: Verify existing doors to receive and install new hardware properly.

Hardware Group F

Door: 6

3 Hinge	MPB79 (size as req.)	US26D	MK
1 Cylindrical Lock	AU 4705LN GMK	626	YA
1 Electric Strike	7410M	630	AD
1 Stop	406	US32D	RO
1 Gasketing	S88D		PE
3 Silencer	608		RO

Notes: Verify existing doors to receive and install new hardware properly.

Hardware Group G

Door: E3

1 Cylindrical Lock	AU 4705LN GMK	626	YA
1 Electric Strike	7410M	630	AD
1 Surface Closer	8501	689	NO
1 Kick Plate	K1050 10"	US32D	RO
1 Stop	406	US32D	RO
3 Silencer	608		RO

Notes: Verify existing doors to receive and install new hardware properly.

Access Control Door. Door normally closed, latched, and locked. During operation hours, device remain unlocked or key override. When power fails door closed, latched, and device remain locked. Free to egress all times

Hardware Group H

Door: 4

3 Hinge	MPB79 x NRP (size as req.)	US26D	MK
1 Cylindrical Lock	AU 4708LN GMK	626	YA
1 Electric Strike	7410M	630	AD
1 Surface Closer	CPS8501	689	NO
1 Kick Plate	K1050 10"	US32D	RO
3 Silencer	608		RO

Hardware Group I

Door: 2

3 Hinge	MPB79 x NRP (size as req.)	US26D	MK
1 Cylindrical Lock	AU 4705LN GMK	626	YA
1 Surf Overhead Stop	10-X36	689	RF
3 Silencer	608		RO

Hardware Group J

Door: E4

1 Cylindrical Lock	AU 4704LN GMK	626	YA
1 Electric Strike	7410M	630	AD
1 Surface Closer	CPS8501	689	NO
3 Silencer	608		RO

Hardware Group K

Door: E5

1 Cylindrical Lock	AU 4704LN GMK	626	YA
1 Electric Strike	7410M	630	AD
1 Gasketing	S88D		PE
3 Silencer	608		RO

Hardware Group L

Doors: E6, E7

1 Cylindrical Lock	AU 4704LN GMK	626	YA
1 Electric Strike	7410M	630	AD
1 Stop	406	US32D	RO
1 Gasketing	S88D		PE
3 Silencer	608		RO

Hardware Group M

Door: 7

3 Hinge	MPB79 (size as req.)	US26D	MK
1 Passage Lock	AU 4701LN	626	YA
1 Stop	406	US32D	RO
3 Silencer	608		RO

Hardware Group N

Doors: E, E8

1 Hardware	Existing Hardware to Remain	-	-
------------	-----------------------------	---	---

END OF SECTION 087100

SECTION 09250 - GYPSUM WALLBOARD

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Furnish and install gypsum wallboard and associated accessories.
- B. Requirements of Division 1 and Division 0 apply to work under this Section.

1.02 QUALITY ASSURANCE:

- A. Codes: Comply with provisions of applicable codes, ordinances and regulations.
- B. Standards: Gypsum wallboard work shall comply with, unless otherwise indicated or specified:
 - 1. ASTM C840, "Specification for Application and Finishing of Wallboard."
 - 2. Gypsum Wallboard work shall conform to systems noted in United States Gypsum Co. (USG) Specifications and Technical Bulletin Nos. SA-923 and SA-927.
 - 3. Fire-Resistance Ratings: Where gypsum wallboard systems with fire-resistance ratings are indicated, provide materials installations in identical with those of applicable assemblies tested in accordance with ASTM E119 by fire testing laboratories acceptable to authorities having jurisdiction.
 - 4. Gypsum Association(GA) documents GA214, GA216, GA505.
- C. Tolerances:
 - 1. Gypsum wallboard surfaces shall have no measurable variation of 1/8-inch in 10-feet when a straightedge is laid on the surface in any direction.
 - 2. Do not exceed 1/16-inch offset between planes of abutting sheets at edges or ends.

1.03 SUBMITTALS: Provide certificates that materials to be provided meet specified standards.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING.

- A. Storage: Store materials indoors in a dry area, under cover and stacked flat off the floor.
- B. Handle wallboard to avoid damaging face and edges of sheets.
- C. Protect metal corner beads and trim from being bent or damaged.
- D. Deliver material in original packages (whenever possible) showing manufacturer's name and class of product.
- E. Damaged material shall not be installed.

1.05 JOB CONDITIONS

- A. Inspection:
 - 1. Examine areas where work is to be performed. Report any condition that would affect satisfactory completion of the work.
 - 2. Starting work constitutes acceptance of conditions under which work is performed.
- B. Temperature: Maintain temperature range between 55 and 70 deg F. for 24-hours before, during and for 24-hours after gypsum wallboard and joint treatment application.
- C. Ventilation:
 - 1. Provide ventilation during and following adhesive and joint treatment applications. Use temporary air circulators in enclosed areas lacking natural ventilation.
 - 2. Protect installed materials from drafts during hot, dry weather.
 - 3. Under slow drying conditions, allow additional drying time between coats of adhesives and joint treatment.

PART 2 - PRODUCTS

- 2.01 GYPSUM WALLBOARD:
- A. Regular Gypsum Wallboard: 5/8-inch thick, regular type, unless otherwise noted, with tapered and wrapped long edges, ASTM C36.
 - B. Moisture-Resistant: Type "X," where applicable, 5/8-inch thick, "Greenboard" with tapered and wrapped long edges, ASTM C630. Provide at walls of toilet / bath / shower / lavatory rooms, janitor rooms, and other wet spaces.
 - C. Fire-Rated: Type "X", 5/8-inch thick, with tapered and wrapped long edges, ASTM C36.
- 2.02 WALLBOARD ACCESSORIES
- A. Screws: Per manufacturer's recommendations and ASTM C954 for fastening to 20-gauge and heavier supporting metal; or ASTM C646 for connection to 22-gauge and lighter metal. Lengths sufficient for point penetration through supporting metal not (less than 1/4-inch or) more than 1/2-inch, unless otherwise noted.
 - B. Metal Trim: Zinc coated in conformance with ASTM A525, G90 coating, unless otherwise noted.
 - 1. Corner Bead: Fine-mesh expanded-steel wing type.
 - 2. Control Joint: U.S.G.093 zinc or steel, perforated-flange wing type.
 - 3. Edge Trim: Steel, square edged.
 - C. Joint-Treatment Material: ASTM C475.
 - 1. Joint Tape: Paper reinforcing tape.
 - 2. Joint Compound: Ready mixed, all-purpose; one grade for bedding tapes and filling depressions, one for taping and sanding.
 - 3. Water-Resistant Joint Compound: Use special joint compound to treat joints (and cut edges) of moisture-resistant gypsum wallboard, if recommended by manufacturer.

PART 3 - EXECUTION

- 3.01 APPLICATION OF GYPSUM WALLBOARD
- A. Apply materials in conformance with ASTM C840, USG SA-923, the manufacturer's instructions, and as indicated. Shim work, as needed to comply with specified tolerances.
 - B. Where gypsum board is to be applied to both walls and ceilings, apply to ceilings first.
 - C. Use sheets of maximum lengths to minimize end joints. Apply sheets with long dimension perpendicular to framing members with abutting ends over supports. Where required by fire resistive ratings, apply sheets with long dimension parallel to framing members.
 - E. Neatly fit and stagger end joints. Locate joints on different studs at opposite sides of partition.
 - F. Cut and fit neatly around outlets and switches. Back-to-back wall penetrations shall be at least two studs spaces apart for acoustic insulation.
- 3.02 INSTALLATION OF FASTENERS
- A. Do not locate fasteners less than 3/8-inch from edges or ends of sheets. Do not locate fasteners less than one-inch from edges or ends in horizontal applications.
 - B. Partitions:
 - 1. Non-Fire Rated: Install fasteners along perimeter edge and field area bearings at not over 12-inches on center; do not install fasteners on bearings closer than 8-inches below top track of partition secured to overhead structures.
 - 2. Fire-Rated: Install fasteners along perimeter edge bearings at not over 8-inches on center, and along field area bearings at not over 12-inches on center and in accordance with UBC Table NO. 43B.
 - C. Install using powered screw guns with magnetic bit and depth locator. Drive shank perpendicular to wallboard surface.

1. Set fastener heads slightly below surface of wallboard, but do not break or strip paper face around fastener.
 2. Stagger fasteners opposite each other on adjacent ends and edges.
 3. Omit fasteners at edges where metal edge trim will be installed.
- D. Installation of Accessories:
1. Install metal corner trim at vertical and horizontal external corners and angles, and metal edge trim at junctions of wall board and other materials and at exposed edges.
 2. Install ceiling control joints when area exceeds 2500-sq. ft. and in walls and partitions for runs exceeding 30-ft. Do not exceed between ceiling control joints.
- 3.03 ISOLATION
- A. Isolation of Wallboard from Other Construction:
1. Provide perimeter relief where wallboard abuts structural decks, ceilings, vertical structural elements, or window sections.
 2. Finish exposed wallboard edges with metal casing bead.
 3. Seal space between casing bead and structure with continuous sealant bead.
 4. Seal around electrical boxes and conduit and pipe penetrations
 5. Seal at base of wallboard sheets.
- 3.04 TAPING, SANDING, AND FINISHING
- A. Mix joints finishing compounds in accordance with manufacturer's directions.
- B. Joints: Center tape over joint and embed in uniform layer of joint compound of sufficient width and depth to provide firm and complete bond. Apply skim coat while embedding tape.
1. Treat angles with reinforcing tape folded to conform to adjacent surfaces and straight, true angles.
 2. Apply two coats of finishing compound over joint compound and tape.
 - a. Spread first coat evenly and feather out beyond taper at edges of wallboard.
 - b. After first finishing coat is dry, cover with second coat with edges feathered out slightly beyond the preceding coat.
 - c. Do not apply finishing coats to joint of wallboard in areas to receive ceramic tile or in areas not exposed to view in the finished work.
 3. Give dimples at fastener heads and marred spots on surface of wallboard one coat of joint compound and two coats of finishing compound, applied in same manner specified for joints.
- C. Install metal corner accessories at external corners.
1. Conceal flanges of metal accessories with a minimum of two coats of compound.
 2. Extend compound 8 to 10 inches each side of accessories
- D. Lightly sand joints after each application of joint or finishing compound has dried.
- E. Provide a minimum drying time of 24-hours between applications compounds.
- F. For electrical closets, spaces above finished ceilings, pipe shafts, behind applied veneer, and other concealed locations indicated as being firetaped, provide minimum taping and cementing of joints and fastener heads as required to meet code requirements. If firetaping is not required, provide one-coat of joint compound over taped joints.
- G. In the complete installation, wallboard shall have plumb and straight surfaces with no waves or buckles. Joints, fastener heads and trim flanges shall be invisible after finishing. Surfaces shall be uniformly smooth and ready for painting or other decoration.
- H. Smooth Finish (Level 5 Finish): Sand twice for smooth even finish, or match existing adjacent finish surface.
- I. Seal penetrations: Openings around ducts, conduits, hangers, flanges and similar items shall be sealed with an appropriate compound. Fire ratings (where applicable) shall be maintained at penetrations.
- 3.06 PROTECTION OF FINISHED WORK
- A. Maintain temperature and humidity conditions as required to protect the installation.

- B. Protect completed wallboard from damage or deterioration until final acceptance of work.

END OF SECTION

SECTION 09500 - ACOUSTICAL CEILING

PART 1 - GENERAL

- 1.01 SCOPE OF WORK:
 - A. Furnish and install new suspended acoustical ceiling or modify existing where indicated on drawings and to accommodate new work.
- 1.02 QUALITY ASSURANCE
 - A. Comply with provisions of Applicable Codes, Ordinances and Regulations.
- 1.03 SUBMITTALS
 - A. Provide "Cut Sheet" and Technical sheet submittals for each type of unit proposed.
 - B. Provide samples of finishes for all items.

PART 2 - PRODUCTS

- 2.01 APPROVED MANUFACTURERS: Armstrong, Gold Bond, Armstrong used as reference.
 - A. Ceiling tiles: Armstrong Fine Fissured RH90, white or match existing.
 - B. Suspension System: Paint existing to remain; at new or replaced areas: Armstrong, Prelude Plus XL®. Double-web hot dipped galvanized steel with aluminum cap. Wire cables and bracing according to manufacturer's specifications and California Building Code.
 - C. New light fixture lenses: Match existing;

PART 3 - EXECUTION

- 3.01 PREPARATION:
 - A. Prepare area to receive ceiling according to manufacturer's specifications.
- 3.02 INSTALLATION:
 - A. Install level ceiling according to manufacturer's instructions.
- 3.03 ADJUST AND CLEAN:
 - A. Adjust free of rack and level. Remove all dirt and fingerprints.

END OF SECTION

SECTION 09651 -- RUBBER BASE

PART 1 – GENERAL

1.1 WORK

A. Provide:

New rubber tile where noted on drawings and specified herein.
Portions of this work are part of Alternate #2.

B. Provide all material, labor and equipment required to complete the work as shown on the Drawings and specified herein.

C. Other related work: Gypsum Board, Painting

1.2 QUALITY STANDARDS

A. Provide experienced, well-trained workers competent to complete the work as specified.

B. Unless approved by the Architect, provide all related products and accessories from one manufacturer.

C. Use products and accessories from a manufacturer specified or approved by the Architect.

D. All work shall comply with manufacturer's instructions and governing building and safety codes.

1.3 SUBMITTALS

A. Submit the following within 21 calendar days after receiving the Notice to Proceed.

Documentation of asbestos containing material removal clearance and air tests.

Submit manufacturer's specifications and installation instructions required to prove compliance with these specifications.

Submit samples of tile and base for approval and selection by the Architect and Owner.

1.4 MATERIALS HANDLING

A. Provide all materials required to complete the work as shown on Drawings and specified herein.

B. Deliver, store, and transport materials to avoid damage to the product or to any other work. Return any products or materials delivered in a damaged or unsatisfactory condition. Materials and products delivered will be certified by the manufacturer to be as specified.

C. Store materials in a safe, secure location, protected from dirt, moisture, contaminants, and weather.

1.5 PRECONSTRUCTION AND PREPARATION

A. Examine and verify that job conditions are satisfactory for speedy and acceptable work. Confirm there is no conflict between this work and governing building and safety codes. Confirm there are no conflicts between this work and work of other trades. Confirm that work of other trades that must precede this work has been completed. Meet all requirements to secure any applicable warranty.

B. Notify Architect when work is scheduled to be started and completed.

PART 2 -- MATERIALS

2.1 RUBBER BASE AND ACCESSORIES

A. Rubber base shall be as follows:

San Mateo County Harbor District Office

09651-1

Type TS 100% Thermoset Rubber, Type 1, 1/8 inch gauge; Use preformed or molded external and inside corners.

Use topset cove type at resilient tile flooring and "no cove" carpet base at carpet areas; Match existing base height unless otherwise noted.

Manufacturer: BurkeMercer Flooring Products, San Jose CA1-800.669.7010, or Roppe;

Submit color samples of each color for Architect's Owner's review and approval.

B. Use adhesive manufactured and recommended by base manufacturer. Do not use asphalt emulsions or other non-waterproof adhesives.

C. Provide and install all flooring accessories, including but not limited to transition strips and top set rubber base.

D. Maintenance supplies: Provide 5% of the total lengths installed to the Owner, well wrapped and clearly labeled.

E. Resilient Edge Strips: 1/8-inch thick, homogeneous vinyl or rubber, tapered or bullnose edge, minimum 1-inch wide.

PART 3 -- CONSTRUCTION AND INSTALLATION

3.1 PREPARATION

A. Flooring and wall substrate shall be smooth and at required finish elevation. Sweep and vacuum clean substrate and inspect for smoothness, voids and any needed repairs to base of wall or floor. Prepare substrate to receive base per base manufacturer's instructions.

B. Verify and document that removal and abatement of all asbestos containing material has been completed. Also verify that surfaces are free from any solvents or materials that may adversely affect the proper installation and performance of the base material.

3.2 INSTALLATION

A. Install rubber base as per manufacturer's instructions and as approved by the Architect.

B. Install base after other finish work such as painting is completed and the building's heating system is operational.

C. Thoroughly adhere base materials; do not spot glue. Use materials from cartons in the same sequence manufactured and packaged. Do not allow scrap for base work; use maximum piece lengths.

D. Extend base into recesses and concealed spaces such as behind fixtures and kitchen appliances, such as dishwasher, range and refrigerator. Install base at cabinet toe spaces.

3.3 CLEANING AND FINISHING

A. Only use cleaner recommended by the base manufacturer. Remove excess adhesive and other marks or stains from finish flooring, walls and base. Remove all stains and excess adhesive immediately after installation.

B. Leave factory finish unless otherwise required by base manufacturer.

3.4 REPAIR

A. Repair or replace defective work as directed by the Architect. All loose, uneven, scratched, non-level, or other defective work will be repaired or replaced. Repairs shall be undetectable.

END OF SECTION

SECTION 09680 CARPET

PART 1 -- GENERAL

1.1 WORK

A. Provide:

Following removal of existing flooring and mastic and install new wall to wall carpet where noted in Drawings and Schedules.

B. Provide all material, labor and equipment required to complete the work as shown on the Drawings and specified herein.

C. Other related work: Rubber Base;

1.2 QUALITY STANDARDS

A. Provide experienced, well-trained workers competent to complete the work as specified.

B. Unless approved by the Architect, provide all related products and accessories from one manufacturer.

C. Use products and accessories:

From a manufacturer who specializes in making, installing, and servicing systems of this type. From a manufacturer specified or approved by the Architect.

D. All work shall comply with manufacturer's instructions and governing building and safety codes.

1.3 SUBMITTALS

A. Submit the following within 21 calendar days after receiving the Notice to Proceed.

Submit list of materials to be provided for this work, manufacturer's specifications required to prove compliance with these specifications, manufacturer's installation instructions.

Submit samples for approval by the Architect and the City.

1.4 MATERIALS HANDLING

A. Provide all materials required to complete the work as shown on Drawings and specified herein.

B. Deliver, store, and transport materials to avoid damage to the product or to any other work. Return any products or materials delivered in a damaged or unsatisfactory condition. Materials and products delivered will be certified by the manufacturer to be as specified.

C. Store materials in a safe, secure location, protected from dirt, moisture, contaminants, and weather.

1.5 PRECONSTRUCTION AND PREPARATION

A. Examine and verify that job conditions are satisfactory for speedy and acceptable work. Confirm there is no conflict between this work and governing building and safety codes. Confirm there are no conflicts between this work and work of other trades. Confirm that work of other trades that must precede this work has been completed. Meet all requirements to secure any applicable warranty.

B. Notify Owner when work is scheduled to be started and completed.

PART 2 -- MATERIALS AND ACCESSORIES

2.1 CARPET

A. Material: Provide and install carpet & pad (where exists) to match existing carpet & pad; match pile texture, thickness, weave, material; pattern and color selected by Owner;
Flame resistance: Class 1; smoke density less than 450 NBS;
10 yr. edge ravel warranty, 10 yr abrasive wear warranty, 10 yr. delamination ravel warranty

D. Provide all related materials and accessories required for the work and complete installation, including but not limited to adhesive, stainless steel transition strips between different flooring materials and rubber carpet base.

E. Provide adhesive or tack strips as recommended by the carpet manufacturer. Provide seam adhesive as recommended for use by the carpet manufacturer. At intersections of carpet and other flooring provide carpet strips as selected by the Architect.

PART 3 -- CONSTRUCTION AND INSTALLATION

3.1 PREPARATION

A. Order carpet in ample time for scheduled installation.

B. Verify that materials are delivered undamaged. Store well protected from weather, moisture and construction dirt and damage.

C. Make subfloor ready for finish flooring. Eliminate irregularities and high spots, fill low spots up to a flush, level, even surface. Remove grease, paint, varnish, and any other material that might interfere with the adhesive. Nail well, and secure against moving and squeaking. Patch, repair, and sand smooth.

D. Verify and document that removal and abatement of all asbestos containing material has been completed. Make concrete slab ready for finish flooring, level, without humps or dips. Slab must be dry (test moisture content if required), troweled smooth. Patch, repair, and clean slab as required for smooth, uncontaminated surface.

E. Prepare joints and coordinate with carpet installation.

F. Coordinate carpet installation with other trades such as baseboard installation and floor-mounted fixtures, cabinets and furnishings.

3.2 INSTALLATION

A. Install carpet so that all portions are laid in the same direction unless specifically directed by the Architect. There are no fill strips less than 6" wide.

B. Place seams where shown on accepted Shop Drawings or as directed by the Architect or City. No seams in heavy traffic or high visibility areas. Use butt joints, thoroughly bedded and sealed. Seam joints to be straight and inconspicuous.

3.3 CLEANING AND PROTECTION

A. Clean up scraps, threads, and dust as work proceeds. Thoroughly clean carpet and adjacent surfaces upon completion of installation.

B. Protect all work from weather or moisture. Provide heavy duty non-staining paper, plastic, or board walkways as directed by the architect. Allow no damage to the carpet from traffic, spills, or other work. Damaged work will be replaced by the Contractor at no cost to the Owner. Replaced or repaired carpet will be undetectable.

3.4 REPAIR AND SURPLUS MATERIAL

A. Surplus: Save large scraps for owner's maintenance.
Return for credit or otherwise use for benefit of owner, any large amount.
Wrap selected scraps in burlap and deliver to Owner.

B. Repair or replace all defective and non-conforming work as directed by the Architect. Make repairs so they are undetectable.

END OF SECTION

SECTION 09900 -- PAINTING

PART 1 -- GENERAL

1.1 WORK

A. Provide Painting at:

1. Interior walls, suspended ceiling grid, exterior and interior trim, wood doors, sheet metal and exposed metal flashing where noted or described on drawings.
2. See finish notes and schedule on drawings.

B. Requirements of Division 1, Division 0 & Alternate #2 apply to this Section.

C. Work Not to be Painted:

1. Items specified to be completely factory primed and painted or factory finished, including finish hardware, clad door, aluminum windows and electrical coverplates.
2. Mechanical and electrical equipment, except as specified herein.

B. Provide all material, labor and equipment required to complete the work as shown on the Drawings and specified herein.

C. Other related work: Gypsum Board, Exterior Lath and Plaster, Sheet Metal, Finish Carpentry

1.2 QUALITY STANDARDS

A. Provide experienced, well-trained workers competent to complete the work as specified.

B. Unless approved by the Architect, provide all related products and accessories from one manufacturer.

C. Use products and accessories as specified herein.

D. All work shall comply with manufacturer's instructions and governing building and safety codes.

1.3 SUBMITTALS

A. Submit the following within 21 calendar days after receiving the Notice to Proceed.

A. Provide manufacturer's specifications and other data to prove compliance with specified requirements.

B. Following selection of colors by the Architect, submit samples for the Architect's review. Provide samples of each color and gloss for each material. Samples shall be approximately 8" x 10" in size. Also provide approximately 2'-0" square brush-out examples on site on actual surfaces to be painted. Do not start finish painting until samples are approved and available at job site.

1.4 MATERIALS HANDLING

A. Provide all materials required to complete the work as shown on Drawings and specified herein.

B. Deliver, store, and transport materials to avoid damage to the product or to any other work. Return any products or materials delivered in a damaged or unsatisfactory condition. Materials and products delivered will be certified by the manufacturer to be as specified.

C. Store materials in a safe, secure location, protected from dirt, moisture, contaminants, and weather.

1.5 PRECONSTRUCTION AND PREPARATION

A. Examine and verify that job conditions are satisfactory for speedy and acceptable work. Confirm there is no conflict between this work and governing building and safety codes. Confirm there are no conflicts between this work and work of other trades. Confirm that work of other trades that must precede this work has been completed. Meet all requirements to secure any applicable warranty. Starting work constitutes acceptance of the conditions under which work is to be performed. After such acceptance, the Contractor shall, at his expense, be responsible for correcting all unsatisfactory and defective work resulting from such unsatisfactory conditions

B. Notify Architect when work is scheduled to be started and completed.

C. Job Conditions: Strictly follow paint manufacturer's requirements as to temperature, humidity, and condition of work surfaces.

PART 2 -- MATERIALS

2.1 PAINT AND RELATED MATERIALS

A. Provide all materials and tools required for the work.
Acceptable paint manufacturers: Benjamin-Moore, Dunn-Edwards, ICI.

B. Paint shall be as per Interior Finish Schedules - see Architectural Drawings
Paint sheen shall match existing. Verify on site.
Exterior Paint colors shall match existing. Verify on site. Provide brush outs for Owner's approval on actual locations.

General Interior Paint Schedule: (Finish Schedules on Drawings Take Precedent)
Wood for transparent finish: Oil stain; sanding sealer; alkyd varnish, 2 coats.
Wood for opaque finish: Alkyd enamel undercoat; alkyd enamel, 2 coats.
Drywall and plaster: Latex primer; acrylic latex (eggshell), 2 coats.
Drywall and plaster (high performance): Latex primer; polychromatic vinyl copolymer.
Drywall and plaster (heavy duty): Latex primer; water-based epoxy, 2 coats.
Ferrous metal: Alkyd metal primer; alkyd enamel, 2 coats.
Ferrous metal (high performance): Epoxy primer; catalyzed urethane, 2 coats.

2.2 MATERIALS -- LIMITATIONS ON USE

A. Undercoat must be from the same manufacturer as the finish coat. Thinners must be as recommended by the paint manufacturer and used only as recommended. The undercoat, finish coat and thinner are integrated parts of a total paint finish.

B. Do not use latex primer on bare wood. Do not use alkyd primer on gypsum board. Apply primer or sealer to knots and pitch pockets on wood that is to be painted.

2.3 MATERIALS DELIVERY AND STORAGE

A. All paint materials shall be delivered new, in labeled, unopened containers. Material quality shall be verified as necessary by onsite or laboratory tests.

B. Do not use mixed brands or partial substitutions. Have materials delivered in a timely sequence as required to expedite the work flow. Store all paint materials with ample ventilation, in fire-protected space, secure from damage. Keep paint storage areas clean and clear of spilled material, empty containers, rags and scrap.

2.4 APPLICATION EQUIPMENT

A. Use painting tools and equipment only as recommended by the paint manufacturer. Prior to work, verify that proposed equipment is compatible with material to be applied.

2.5 WORKING CONDITIONS

A. Maintain a proper work environment, dry, clean, well ventilated, free of airborne construction dust, well lighted, in temperature and humidity ranges required by paint manufacturer. Keep humidity low enough to prevent moisture condensation on work surfaces. Never apply paint to damp or wet surfaces.

2.6 MATERIALS PREPARATION

A. Handle and mix paint materials strictly according to manufacturer's instructions. Store paint materials in tightly covered containers when not in use. Maintain paint storage and mix containers clean and free from dirt or paint residue.

2.7 SURFACE PREPARATION

A. Test areas with paint, and match dried paint to approved color and texture samples. Keep color samples on hand, and use them continuously for comparisons.

B. Prepare and clean working surfaces as per paint manufacturer's instructions. Remove or protect items attached to work surfaces which are not to be painted. After painting in each area, reinstall removed items using workers competent in the related trades. Remove oil and grease with clean cloths. Cleaning must not contaminate adjacent freshly-painted surfaces. Cleaning solvent must meet safety standards of governing building and safety codes.

C. Clean wood of dirt, oil, and any other material that may interfere with painting. Sand exposed wood to smooth uniform surface. Do not paint wood having moisture content of 12% or higher. Measure moisture content of wood with an approved moisture meter.

D. Clean metal of dirt, oil, and any other material that might interfere with painting. Clean and etch galvanized metal with phosphoric acid as required for painting.

PART 3 -- APPLICATION

3.1 PREPARATION AND COORDINATION

A. Handle and store materials as per manufacturer's instructions. Remove or fully protect adjacent or related work that might be marred by painting.

B. Touch up and repair any damaged shop-applied prime coats. Touch up bare areas prior to start of finish coat application. Finish coat materials must be compatible with prime coats. Review other Sections of these Specifications to determine prime coatings on various materials. Do not allow paint gaps or overlaps at edges of hardware, fixtures, or trim.

3.2 PAINT APPLICATION

A. Mix and apply materials strictly as per manufacturer's instructions. Apply paint to thoroughly cover undercoat, and do not allow show-through, lap or brush marks or any other defects. Vary the hue of succeeding coats slightly to clearly show coats are applied as required. Only coats of paint inspected and approved by the Architect will be counted as completed. Sand defects smooth between coats. Defects are defined as irregularities visible to the unaided eye at a five foot distance.

B. Keep approved samples on hand for comparison with work.

C. Allow drying time between coats as instructed by the paint manufacturer. Work and smooth out brush coats onto surface in an even film. Where spraying, apply each coat to provide the hiding equivalent of brush coats. Do not double back with spray equipment to build up film thickness of two coats in one pass. Match applied work with approved samples as to texture, color, and coverage.

3.3 PAINTING AND CLEANING SPECIAL SURFACES

A. Paint ventilation registers, panels, access doors, ducts, etc. to match adjacent surfaces. Paint back sides of access panels to match exposed sides. Paint visible duct surfaces behind vents, registers, and grilles as directed by the Architect. Exposed vents: Apply two coats of heat-resistant paint.

B. Wash metal to be painted with solvent recommended by paint manufacturer. Add prime coat followed by two coats of alkyd enamel.

C. Exposed pipe and duct insulation: Apply one coat of latex on insulation which has been sized or primed under another Section. Apply two coats on such surfaces when unprimed. Remove pipe or duct bands before painting, and replace after painting.

D. Hardware: Paint prime-coated hardware to match adjacent surfaces. Allow no paint to come in contact with hardware that is not to be painted.

E. Damp spaces: In shower or toilet rooms and other damp rooms add approved fungicide to paints.

3.4 CLEANING AND EXTRA STOCK

A. Maintain thorough dust and dirt control throughout the painting process. Thoroughly protect all surfaces that won't be painted with clean, undamaged drop cloths and masking tape. Immediately clean any spilled materials and do not allow dirt or spilled materials to be tracked in a work area or to other work areas. Allow absolutely no paint smears or splatters to remain on adjacent surfaces.

B. Upon completion of painting work, deliver to the Owner an extra stock of 10% or more of each color, type, and gloss of paint used in the work. Tightly seal and clearly label each container with notes on contents and location used.

3.5 INSPECTION, TOUCH UP AND REPAIRS

A. Tests will be made at random to confirm paint coat thicknesses and paint work quality. Unacceptable work includes surface imperfections such as spotting, laps, brush marks, and runs.

B. Remove, refinish, or repaint work not in compliance with specified requirements. Replace or repair all non-conforming work as directed by the Architect. Do repairs and touch-ups so they are undetectable.

END OF SECTION

SECTION 10426 - SIGNAGE AND GRAPHICS

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Provide signage as noted in specifications and drawings.
- B. Requirements of Division 1 (and Division 0) apply to work under this section.

1.02 QUALITY ASSURANCE

- A. Comply with provisions of Applicable Codes, Ordinances and Regulations.
- B. Notify the Architect of any item which may not comply with interpretations of ADA regulations.
- C. International Symbol of Accessibility. The international symbol of accessibility shall be the standard used to identify facilities that are accessible to and usable by physically disabled persons.

1.03 SUBMITTALS

- A. Provide "Cut Sheet" and Technical sheet submittals for each type of unit proposed.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Accessibility Standards for Signs and Identification Color of symbol. The symbol specified above shall consist of a white figure on a blue background. The blue shall be equal to Color No. 15090 in Federal Standard 599b.
- B. Braille Symbols. Contracted Grade 2 Braille shall be used wherever Braille symbols are specifically required in the construction documents. Dots shall be 1/10 inch on centers in each cell with 2/10 inch space between cells. Dots shall be raised a minimum of 1/40 inch above the background.
- C. Proportions. Letters and numbers on signs shall have a width-to-height ratio of between 3:5 and 1:1 and a stroke width to height ration between 1:5 and 1:10.
- D. Character Height. Characters and numbers on signs shall be sized according to the viewing distance from which they are to be read. The minimum height is measured using a uppercase X. Lowercase characters are permitted. For signs suspended or projected above the finish floor, the minimum character height shall be 3 inches.
- E. Contrast of Symbol. Characters and symbols shall contrast with their background, either light characters on a dark background or dark characters on a light background and shall be non-glare.
- F. Raised Characters and pictorial Symbol Signs. When raised characters or symbols are used, they shall conform to the following:
 - 1. Letter Type. Letters and numbers on signs shall be raised 1/32 inch minimum and shall be sans-serif uppercase characters accompanied by Grade 2 Braille.
 - 2. Symbol Size. Raised characters or symbols shall be a minimum of 5/8 inch high.
 - 3. Pictorial symbol signs (pictograms shall be accompanied by the equivalent verbal description placed directly below the pictogram. The border dimension of the pictogram shall be a minimum of 6 inches in height.
- G. Entrance Signs. All Building entrances that are accessible to and usable by persons with disabilities shall be identified with a least one standard sign.
- H. Mounting Location and Height. Where permanent identification is provided for rooms and spaces, including sanitary facilities, raised letters shall be provided and shall be accompanied by Braille. Signs shall be installed on the wall adjacent to the latch outside the door. Where there is no wall space on the latch side,

including at double leaf doors, signs shall be placed on the nearest adjacent wall, preferably on the right. Mounting height shall be 60 inches above the finish floor to the center line of the sign. Mounting location shall be determined so that a person may approach within 3 inches of signage without encountering protruding objects or standing within the swing of a door.

- I. Toilet Facility Identification Symbols. Doorways leading to men's sanitary facilities shall be identified by an equilateral triangle 1/4 inch thick with edges 12 inches long and a vertex pointing upward. Women's sanitary facilities shall be identified by a circle 1/4 inch thick, 12 inches in diameter. Unisex sanitary facilities shall be identified by a circle 1/4 inch thick, 12 inches in diameter with a 1/4 inch thick triangle superimposed on the circle and within the 12 inch diameter. These geometric symbols shall be centered on the door at a height of 60 inches and their color and contrast shall be distinctly different from the color and contrast of the door. Provide identification signs in accordance with paragraph 9 above.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. All entrance doors shall be identified with the International Symbol of Accessibility.
- B. Signs at the men's and women's sanitary facilities made of 1/4" acrylic.

END OF SECTION

SECTION 10520 - FIRE EXTINGUISHERS AND CABINETS

PART 1 - GENERAL

1.01 SCOPE OF WORK:

- A. Furnish and install fire extinguishers and mounting brackets.
- B. Requirements of Division 1 (& Division 0) apply to work under this section.

1.02 QUALITY ASSURANCE:

- A. Codes and Standards: Comply with provisions of all applicable codes, ordinances, regulations, safety orders, and standards enforced by the State Fire Marshall.
- B. UL- Listed Products: Provide new portable hand-carried fire extinguishers which are Underwriter Laboratory (UL)-listed and bear UL "listing mark" for type rating, and classification of extinguisher specified.
- C. Provide portable fire extinguishers and accessories by one manufacturer unless otherwise acceptable to Architect.

1.03 SUBMITTALS: Manufacturer's Data Sheets to illustrate design and construction details of all brackets and cabinets.

PART 2 - PRODUCTS

2.01 LOW PROFILE PORTABLE HAND CARRIER FIRE EXTINGUISHER:

- A. General: Provide ADA compliant surface mounted fire extinguishers at locations indicated on drawings & as required by Fire Marshall and other governing authorities having jurisdiction. Match (E) capacity and UL rating where approved by the Fire Marshall / Fire Department.
- B. Multi-Purpose Dry Chemical Type: UL-rated 4A:80B:C, 10-lb. nominal capacity, in enameled metal container, for Class A, Class B and Class C fires or as otherwise required / approved by Fire Marshall;
- C. Basis-of-Design Product: Subject to compliance with requirements of Fire Marshal provide "Oval" brand Fire extinguishers by Oval Brand Fire Products Corporations model number 10HABC or approved equal.

2.02 MOUNTING BRACKETS:

- A. Provide approved manufacturer's bracket of proper size for type and capacity of extinguisher specified, in manufacturer's standard baked enamel finish. Provide bracket for each extinguisher supplied.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Install extinguishers in locations and at heights to comply with applicable regulations of governing authorities. Where exact location of surface bracket-mounted fire extinguishers (FE) are not indicated, locate as directed by Architect or Fire Marshall.
- B. Securely fasten mounting brackets to structure / solid blocking, square and plumb, to comply with manufacturer's instructions.

END OF SECTION

SECTION 15400 - PLUMBING AND MISCELLANEOUS PIPING SYSTEMS

PART 1-GENERAL

- 1.1 Plumbing and Automatic Fire Sprinkler system are "Design-Build" Systems. Contractor is responsible for layouts of systems and sizing of lines, etc. and connections required. Contractor shall provide all necessary documentation including shop drawings, calculations or diagrams to obtain required separate Permits and Approvals.

Provide all re-wiring, re-routing, relocation & alterations of Existing Plumbing & Fire Sprinkler Systems as required to complete Demolition & for New Work at no additional cost to any party. Remove, patch and finish all finishes to match (E).

1.2 AUTOMATIC FIRE SPRINKLER SYSTEM

- A. Automatic Fire Sprinkler system is a Design-Build System. Modify and extend existing automatic fire sprinkler system serving new and remodeled areas throughout in accordance with currently adopted Fire Code. Design and install modifications to the existing automatic fire sprinkler system in strict accordance with all codes and ordinances adopted by the County of San Mateo. Contractor is responsible for all documentation including calculations, drawings and product data required to obtain a Separate Permit and install complete system in accordance with all prevailing codes and local ordinances. Remodel existing system to accommodate new work, walls spaces and installations. At new work, all sprinkler piping shall be concealed, not exposed, unless otherwise noted.

1.3 SUBMITTALS

- A. Product Data: Furnish the following for each item specified: Manufacturer, Material or / finish (where applicable).
- B. Design-Build Drawings with plumbing isometrics. Provide County with one set of reproducible design-build drawing vellums, and five (5) sets of blueprints for review.
- C. Quality Control Submittals: Furnish the following:
Equipment Review: Complete list of equipment proposed for installation within 30 days after Notice to Proceed. Do not deliver material to jobsite until review of said list is completed.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Like Items of Materials: End products of one manufacturer to achieve standardization for appearance, maintenance, and replacement.
- B. Provide plumbing fixtures with chrome-plated flexible water supplies, angle stops, and canopy flanges at wall.

2.2 PLUMBING FIXTURES AND FITTINGS: NONE

2.3 SANITARY DRAINPIPE AND RAIN WATER LEADERS: NONE

2.4 GAS PIPING: NONE

2.5 WATER PIPING

- A. Water piping includes potable water, and RWL systems.
- B. Water Piping Inside Building, Above Floor, 3 Inches and Smaller:

1. Pipe: Copper, seamless, ASTM B88, Type L hard drawn.
2. Fittings: Commercially pure wrought copper, socket, joint, ASTM B75, dimensions conforming to ANSI B16.22.
3. Solder: 95-5 wire solder, ASTM B32, Grade TA. Do not use cored solder. Solder must be lead free.

2.6 AUTOMATIC FIRE SPRINKLER SYSTEM PIPING:

- A. Provide new piping and components per NFPA, California Building Code and California Fire Code.

PART 3- EXECUTION

3.1 GENERAL REQUIREMENTS OF PIPING

- A. Installation shall be per California Building Code, California Plumbing Code and California Fire Code.
- B. Install according to Design-Build drawings and calculations approved by County. All pipes shall be run in the approximate location shown on the drawings and shall be of sizes given on the drawings, and shall be parallel to all walls and ceilings unless otherwise indicated.
- C. Wherever pipes are run through walls, sleeves shall be provided to allow large enough openings for the passage of the pipe and pipe insulation where required. Holes for pipes through furred walls or ceilings shall be lined with 24-gauge galvanized steel sleeves. Where exposed pipes pass through walls, ceiling or floors, they shall be fitted with escutcheon plates. Escutcheon plates must be securely held in position, allowing enough clearance to care for expansion and shall be sufficient size to cover the opening around the pipe.
- D. Vertical piping shall be supported at floor level with pipe clamps. Vertical piping shall have not less than one additional intermediate support to resist horizontal loads.
- E. Insulation:
 1. All domestic hot water pipe shall be insulated. Insulate piping with fiberglass insulation wrapped with factory applied, kraft reinforced vapor barrier jacket with pressure sensitive self-sealing lap, UL rated. Insulation shall be Owens Corning Fiberglas ASJ/SSL-11, Manville Micro-Lok 650 with AP-T jacket, or equal, 1-1/2" thick. Circumferential joints shall be sealed with matching pressure-sensitive butt strips. Fittings shall be insulated to match pipe and shall be provided with molded plastic pipe and fittings covers.
 2. Insulation exposed to weather (located outside of the building) is to be provided with a continuous molded plastic jacket, secured with circumferential aluminum or stainless steel locking bands. Longitudinal joints shall be installed with joint on the side of the pipe with the edge facing downwards to shed rain. Circumferential joints shall be overlapped 2" minimum and sealed with CTE or silicone sealant.
- F. Hangers and Supports:

Pipes shall be installed as recommended in Cal SMACNA"Guidelines for Seismic Restraints of Mechanical Systems and Plumbing Piping Systems".

3.2 FIXTURES

All fixtures shall be installed straight & level. All pipe in piping chase shall be anchored so there will be no movement of supply lines extending through the chase walls. Faucets and shower head arms, shall be installed so that there will be no movement in any direction when fixture is finally installed. Grouting between wall or floor fixture, or in wall around fixture supply lines shall not be used for purpose of anchorage. Fixtures will be checked on final inspection for spacing, level installation, soundness and stability, all parts will be checked for proper operation. Only fixtures meeting the above requirements will be accepted.

3.3 CLEANING

All fixtures, including those on which only connection is made, shall be cleaned. Fixtures shall be cleaned with only mild household detergents or cleaning powders and clear warm water. The Contractor shall be held responsible to see that fixture trim and fixtures are not damaged during cleaning by acids, industrial cleaners or strong solvents.

3.4 PIPING

A. Arrangement:

1. Install piping to best suit field conditions and cooperate with other trades. Arrange all piping neatly along walls and/or in neat, horizontal groups; each group to be in one plane, insofar as possible, and maintain the required slope. Install all piping to avoid architectural openings, structural members, and other obstructions. Do not sleeve structural members without consent of the Architect.
2. Wherever possible, install all hot piping not nearer than one-foot from any cold piping.
3. Install all piping concealed above ceilings or in walls unless otherwise indicated.

B. Copper: The crimping of copper tubing is prohibited. Isolate copper pipe and tubing from grounding at crossovers. For all Branch drops and rises to plumbing fixtures, anchor the branch with the wall with drop-ear, ell or tee insulated from ferrous metal.

3.5 CAULKING, SEALING AND PACKING

A. As required per California Building Code.

3.6 RECORD DRAWINGS

A. Provide a digital copy of the As-Built Design-Build drawings.

END OF SECTION

SECTION 16000 - ELECTRICAL

1.0 GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General Conditions, Supplementary Conditions, General Requirements, apply to the work specified in this Section.

1.02 SCOPE

- A. Furnish all labor, materials, apparatus, tools, equipment, transportation, temporary construction and special or occasional services as required to make a complete working electrical installation, as shown on the drawings or described in these Specifications. The work shall include materials, appliances, and apparatus not specifically mentioned herein or noted on the drawings as being furnished and installed under another Section.
- B. Electrical as follows:
 - 1. Work by Electrical Contractor includes but is not limited to the following outline:
 - a. Installation of new light fixtures & receptacles where shown with necessary wiring and conduit.
 - b. Demolition and removal of existing electrical devices in areas where walls and cabinets are removed.
 - c. Electrical connections to Mechanical equipment.
 - d. Electrical for new kitchen appliances and toilet room and clean room exhaust fans.
 - e. Relocation of electrical items necessary to perform new work.
 - f. Install new raceway / tray to properly support existing electrical located above existing ductwork at Apparatus Bay.
 - g. Removal and replacement of all electrical outlets and switches, and all device cover plates at all remodeled or new interior areas.
- C. Switchboards, feeders, panel boards, branch circuits, transformers, lighting fixtures with lamps, switches, receptacles, and power connections to equipment furnished under other Sections of this Specification or by other work not in contract including disconnect switches where shown or required by code.
- D. All incidental work, material, carpentry, or structural supports necessary for the mounting of equipment being installed under this Section.
- E. Sleeves, nipples, inserts, and blocking in cast concrete as required for work under this Section.
- F. Flashing and counter-flashing for any raceways penetrating roofs.
- G. Cutting and patching for electrical work.
- I. Connections to mechanical systems as stated in the Mechanical Specification and as shown on the electrical and mechanical drawings, including conduits, wiring, and equipment as noted.
- J. Temporary power shall be provided by Contractor.
- K. Mechanical equipment control wiring.
- L. Telephone /data / CATV system wiring and equipment.

1.03 WORK NOT INCLUDED

- A. Installation of motors.
- B. Motor starters, unless noted otherwise.
- C. Station Alarm & Communication system (By Owner's Separate Contractor)

1.04 EXAMINATION OF SITE

- A. A visit to the site shall be made before submitting the bid. No extra payment will be made for work not covered on the plans and in the Specifications if such work is apparent from an inspection of the site at that time.

1.05 SUBMITTALS – COORDINATE WITH GENERAL PROVISIONS OF CONTRACT

- A. Forward all submittals in related groups. Individual or incomplete submittals are not acceptable.
- B. Identify each item by manufacturer, brand, trade name, number, size, rating, or whatever other data is necessary to properly identify and check materials and equipment.
- C. Identify each submittal item by reference to Specification Section paragraph in which item is specified, or Drawing and Detail number.
- D. Organize submittals in same sequence as they appear in Specification Sections, articles or paragraphs.
- E. Shop Drawings shall show physical arrangement, construction details and finishes.
 - 1. Drawings shall be drawn to scale and dimensioned where applicable.
 - 2. Catalog cuts and published material may be included to supplement scale drawings.
- F. Internal wiring diagrams of equipment shall show wiring as actually furnished for this project with all optional items clearly identified as included or excluded. Clearly identify external wiring connections. Identify and obliterate superfluous material.
- G. Binders: Prepare submittal material in accordance with the following:
 - 1. Insert all literature in standard 3-ring binders for 8-1/2 inch by 11-inch pages with individual tabs. Do not staple literature on different products together.
 - 2. Number all binders on the outside of the cover and indicate the Specification Section. Mark Binder No. 1 Architect's copy and No. 2 Engineer's copy No. 3 Owners copy. All of these binders shall contain original manufacturer's literature.
 - 3. Provide an index with binder. This index shall follow the same sequence as the Specifications.
- H. Submittal literature, drawings and wiring diagrams shall be specifically applicable to this Project and shall not contain extraneous material or optional choices. Clearly mark literature to indicate the proposed item. Submittals shall include, but not be limited to those items listed in individual Sections, and this section.
 - 1. Include all physical and performance data, including materials, manufacturer's names, model numbers, weights, sizes, capacities, performance curves, finishes, colors, accessories and all other data required to completely describe equipment and to indicate complete compliance with Specifications and Drawings.
 - 2. Include with complete submittals above, complete, large scale, dimensioned Shop Drawings, certified by manufacturer, of all major equipment and other equipment as directed by Architect.

1.06 DRAWINGS AND MEASUREMENTS

- A. The drawings are diagrammatic and are for the assistance and guidance of this Section. The exact locations, distances, elevations, etc., will be governed by the buildings and by actual field conditions.

- B. Drawings shall be followed as closely as actual construction of the buildings and work of other trades will permit. Any changes from the drawings necessary to make the work conform with the buildings as they are actually constructed or to fit the work of other trades or to conform to the rules of inspecting bodies having jurisdiction shall be made at no cost to the Owner.
- C. Verify all measurements at the buildings for the correctness of all dimensions. No extra compensation will be allowed for any differences between actual dimensions and those shown or scaled on the plans.
- D. Obtain from other sections, all information regarding centers of walls, partitions, locations of electrical motors, and other work in order that work under this Section may be placed in the correct locations.

1.07 OPERATION AND MAINTENANCE MANUALS AND DATA

- A. Testing and maintenance instructions shall be submitted prior to testing of the system. Three (3) complete sets of testing and maintenance instructions shall be distributed to the Owner. This submittal package shall contain, but not be limited to, the following:
 - 1. Complete, simple, understandable, step-by-step instructions giving recommended and required testing frequency of all equipment and methods of testing each individual piece of equipment.
 - 2. Maintenance instructions shall be complete, easy-to read, understandable, and shall provide the following information:
 - a. Instructions on replacing any components of the system including internal parts, instruction of periodic cleaning, and adjustment of equipment with a schedule of these functions.
 - b. A complete list of all equipment and components with information as to the address and phone number of both the manufacturer and local supplier of each item.

1.08 CODES, RULES, AND REGULATIONS

- A. All work and materials shall be in full accordance with the latest rules of the following ordinances:
 - 1. American National Standards Institute (ANSI).
 - 2. Association of Edison Illuminating Companies (AEIC).
 - 3. Insulated Cable Engineers Association (ICEA).
 - 4. Institute of Electrical and Electronics Engineers (IEEE).
 - 5. 1998 California Electrical Code (CEC) (1996 NEC with CA Amendments).
 - 6. National Electrical Manufacturer's Association (NEMA).
 - 7. National Fire Protection Association (NFPA).
 - 8. Uniform Building Code 1994 (UBC).
 - 9. Underwriters' Laboratories, Inc. (UL)
 - 10. State Fire Marshal (CEC).
 - 11. State of California Low-Voltage Electrical Safety Orders (CAL/OSHA).
 - 12. State of California High-Voltage Electrical Safety Orders (CAL/OSHA).
 - 13. Codes and regulations noted in other Sections in Division 16, applicable State and Local Codes and Ordinances.
 - 14. ADA - American Disabilities Act.
 - 15. NUSIG – National Uniform Seismic Installation Guide.

- B. Nothing in these plans or specifications is to be construed to permit work not conforming to these codes. However, when these specifications call for or describe materials or construction of a better quality or larger size than required by the above mentioned rules and regulations, the provisions of these specifications shall take precedence over requirements of the said rules and regulations.
- C. Furnish, without extra charge to the Owner, all additional material and labor when and where required to comply with these rules and regulations, though the work may be not mentioned in these Specifications or shown on the plans.
- D. Reference standards are not furnished with the contract documents because the contractor, subcontractor, manufacturer, supplier or tradesmen involved are assumed to be familiar with their requirements and possess copies for their ready reference. If such is not the case, the contractor at his own expense shall as necessary obtain copies of all applicable referenced standards and make them available to the subcontractors and others he may engage in the work.

1.09 WORKMANSHIP

- A. Workmanship shall be in accordance with the best practice of the trade and subject to the approval of the Owner.
- B. The work under this Section shall include competent direction and first-class mechanics to make the installation and complete the work in conformity with the intent of the plans and specifications.

1.10 SUPERVISION

- A. The Contractor shall personally or through an authorized and competent representative constantly supervise the work from beginning to completion and final acceptance. During its progress, the work shall be subject to inspection by representatives of the Owner. At such times the Contractor shall promptly furnish any required information.

1.11 COORDINATION WITH OTHER WORK

- A. Become familiar with conditions at job site and with drawings and specifications and plan the installation of the electrical work to conform with conditions shown and specified to provide the best possible assembly of the combined work of all trades.
- B. Any difference of disputes concerning coordination, interference or extent of work shall be decided by the Architect, and his decision shall be considered final.
- C. Electrical system layouts are generally diagrammatic; location of outlets and equipment is approximate. Exact routing of wiring locations of outlets to be governed by structural conditions and obstructions. Wiring for equipment requiring maintenance and inspection to be readily accessible per Code.
- D. Architect reserves the right to make any reasonable change in location of outlets prior to roughing-in.

1.12 LICENSES, PERMITS, FEES, AND INSPECTIONS

- A. Owner shall provide, secure, and pay for all permits, licenses, fees, and inspections required to begin, perform, and complete work under this section and as per GENERAL CONDITIONS.

1.13 PROTECTION OF EQUIPMENT

- A. The Contractor shall be responsible for damage to any of his work before final acceptance. Securely cover all openings into conduits and cover all apparatus, fixtures, and appliances both before and after being set into place to prevent obstructions in the conduits and breakage or disfigurement of the equipment.
- B. Should the equipment become damaged or disfigured, it shall be restored to its original condition and finished before final acceptance at no expense to the Owner.

1.14 CLOSING IN OF UNINSPECTED WORK

- A. Work under this Section shall not be enclosed or covered up until it has been inspected, tested, and approved by the Owner or authorized representative and governmental authorities having jurisdiction over the work. If any of the work is enclosed or covered up before such inspection and test, it shall be uncovered, inspected, tested, and all necessary repairs made with matching materials to restore the work to its original condition. All costs for the above work will be at the expense of the Contractor.

1.15 CUTTING AND PATCHING

- A. Any cutting necessary for the installation of the work under this Section shall be done after having secured approval from the Architect. All patching shall be done to the satisfaction of the Architect.
- B. Cutting of wood joists and boring or canning of holes through structural members shall be done only with the express permission of the Architect for each specific instance.

1.16 STORAGE OF TOOLS AND EQUIPMENT

- A. The Contractor shall provide all temporary storerooms and shops required at the site for the safe and proper storage of materials, tools, etc., for his work. These rooms shall be constructed only in locations approved by the Owner and must in no way interfere with the proper installation and completion of other work and shall be removed under this Section within three days after having been notified by the Owner that such removal is necessary.

1.17 MANUFACTURER'S INSTALLATION INSTRUCTIONS

- A. Contractor shall obtain manufacturer's installation instructions with no extra cost to the owner and follow their recommendations during equipment installation.

1.18 GUARANTEE

- A. Per GENERAL CONDITIONS.
- B. In addition, furnish written guarantee that all systems are functioning properly and that all materials and workmanship are free from defects.

1.19 CLEANING EQUIPMENT AND PREMISES

- A. The premises and all parts of the building shall be kept free from any accumulations of dirt, waste, materials, or rubbish caused by work under this Section. Remove such accumulations from the premises when directed.
- B. All exposed equipment and piping to be painted shall be thoroughly cleaned of cement, rust, plaster, grease, and oil.
- C. Thoroughly clean all equipment upon completion of the installation.

1.20 PRELIMINARY OPERATIONS

- A. Should the Owner request that any portion of the systems or equipment installed under this Section be operated previous to the final completion and acceptance of the work, such operation shall be with the consent and under the direct supervision of the Contractor.
 - B. Such preliminary operation shall not be construed as an acceptance of any of the work of this Contract.
- 1.21 FIRE PREVENTION
- A. All operations under the contract shall be so performed that no fire hazards are needlessly created or permitted to exist, and particular care shall be exercised with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.
- 1.22 MATERIAL SUBSTITUTION
- A. Where materials, equipment, apparatus, or other products are specified by manufacturer, brand name, type, or catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the bid. Material so specified shall be furnished under the Contract unless a change is authorized in writing. Acceptance or rejection of the proposed substitutions shall be subject to approval of the Engineer. If requested by the Owner, the Contractor shall submit for inspection samples of both the specified and proposed substitute items.
- 1.23 MATERIAL LIST
- A. The Contractor shall within twenty-one (21) calendar days after award of Contract and before any materials or equipment are purchased, submit four (4) copies of a complete list of materials to the Architect for approval. This list shall give the name of the manufacturer and the catalog numbers of all material furnished under this Section.
 - B. Each submittal shall be accompanied by a cover letter or shall bear a stamp stating that the submittal has been reviewed by the Contractor and is in compliance with the requirements of the Contract Documents. Cover letters shall list in full the items and data submitted.
 - C. Submittals shall consist of detailed shop drawings, specifications, "catalog cuts", and data sheets containing physical and dimensional information, performance data, electrical characteristics, materials used in fabrication, material finish, and shall clearly indicate those optional accessories which are included and those which are excluded.
- 1.24 SHOP DRAWINGS
- A. Within thirty (30) days after award of Contract, the Contractor shall submit to the Architect detailed dimensional shop drawings and brochures covering equipment listed below. Such equipment shall not be put into manufacture until these shop drawings or brochures have been approved.
 - B. Provide Shop Drawings for the following:
 - 1. Light Fixtures.
- 1.25 RECORD DRAWINGS
- A. Obtain, pay for, and keep up-to-date and available to the Architect or his representative complete blue line prints of the project; drawings clearly annotated with "as-built" data as the work is performed. This data shall include exact sizes, locations, and elevations of all the equipment and the locations of services, meters, disconnects, and equipment as installed.

- B. Upon completion of the project, transpose the information shown on these drawings to a complete set of reproducible sepias, furnished by the Architect, paid for by the Contractor, to become the Owner's record of the work. The drawings shall be certified to be correct by the Contractor preparing them.
- C. If the Contractor fails to provide proper "as-built" drawings or maintain records of the location of equipment, etc., he shall reimburse the Owner for the cost of having this work done by a registered Electrical Engineer including expenses of locating all elements and measuring up the entire job in the field.

1.26 TESTS AND INSPECTIONS

- A. Inspect and make necessary tests which the Owner may request to insure that new electrical systems, equipment and wiring is installed correctly and that wiring are free of all shorts, ground, and faulty connections and have insulation resistance between conductors and ground of not less than the requirements of the National Electrical Code.
- B. After all modifications and expansions of any existing system has been completed, inspect and test these systems to insure that systems are operating properly.
- C. Refer to each specification section for the required field test for each system being installed unless mentioned in this section.
- D. Provide written report for complete compliance after each test.

1.27 CONNECTION OF MECHANICAL EQUIPMENT AND FIXED APPLIANCES

- A. The electrical connections of all fuel systems, and exhaust equipment, including the furnishing and installing of conduits, wiring, boxes, fittings, equipment, and disconnect switches, is included as a part of this Section of the Specifications as shown on electrical and mechanical drawings.

1.28 NAMEPLATES AND SCHEDULES

- A. Nameplates shall be made of 1/16" thick engraving laminated plastic with 1/4" letters machine engraved through black facing to white core. Provide nameplates for panel boards, apparatus used for the control of electrical equipment, and breakers in main switchboard.
- B. Provide typed schedule for each panel board and insert in neat metal frame in cabinet. Indicate circuit number, equipment connected, and where located.

1.29 PANELBOARD DIRECTORIES

- A. Provide typewritten directories arranged in numerical order showing number of room in which each device served by each panel board circuit is located.
- B. Verify room numbers to be used with Owner. Room number will not necessarily be those used on the drawings.
- C. Mount directories in a 6 inch by 8 inch metal frame under a clear plastic cover inside each panelboard door.

1.30 CONDUIT COLOR CODING SCHEDULE

- A. Coordinate color of paint with Section 09900 - Painting to identify conduit by system. Paint entire length of conduit within building, where exposed
- B. Fire Alarm System: Red

1.31 CONDUIT IDENTIFICATION

- A. The system wiring shall be identified with permanently affixed labels with wording indicated in the modified and the attached specification or equivalent. The labels shall be so located as to be visible after installation and placed so that they may be readily traced through the entire length of the installation. Spacing between labels shall not be more than 25 feet.
- B. Provide conduit labels on all feeder, branches, junction boxes and riser conduit, identified as follows:
 - 1. 120/240 = "120/240"
 - 2. Emergency "EMG"

1.32 GROUNDING

- A. All electrical equipment shall be grounded in accordance with the National Electrical Code and all local codes and requirements.
- B. Connections made to concrete encased grounding electrodes or those which are inaccessible following installation shall be made using a thermal welding process.
- C. Provide green copper ground wire from ground bus in main switchboard to ground bar in all panels and ground connections for all mechanical equipment. Sizes per Code.
- D. Include green copper ground wire in all conduits from each panel board ground bar to receptacle and equipment ground lugs. Sizes per Code.
- E. Each circuit requiring ground fault protection shall be connected to a ground fault interrupting circuit breaker using a separate neutral conductor from neutral bar through breaker to load unless noted otherwise with a GFCI receptacle.

1.33 SUPPORT SYSTEMS

- A. Equipment shall be secured to the structure by means of Hilti anchors in the concrete, machine screws or bolts on metal surfaces, or wood screws on wood construction. Bolts and screws used on interior shall be black steel or galvanized; on exterior: Brass, bronze, or galvanized.
- B. Conduits shall be supported at intervals required by the CEC. Clamps shall be one hold malleable iron. Multiple conduit runs shall be supported on P-1000 or P-4000 channel with conduit clamps. Suspended trapezes shall be P-1000 galvanized.
- C. Conduits and devices shall be anchored per NUSIG and SMACNA guidelines.

1.34 SAFETY

- A. In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the work.

1.35 DAMAGE AND RESTORATION

- A. The Contractor shall be responsible for damages to his work during construction and until expiration of the guarantee period, effects of normal usage excepted. Repair all damage due to faulty workmanship, material, equipment, leaking pipes, or other like causes. All

damaged portions of the building, existing or new, surface or improvements, furnishings, equipment, or material shall be restored to its original condition.

1.36 TEMPORARY CONSTRUCTION POWER

- A. Contractor shall include in his bid all costs to cover labor and material required for installation and maintenance of temporary lighting and required power source for Contractor's equipment and any pedestrian walkways during the period of construction including monthly utility company charges.
- B. Building shall be sufficiently illuminated so that construction work can be safely performed.

2.0 PRODUCTS

2.01 MATERIALS

- A. All materials shall be new, of the best quality, and shall be approved by the Underwriters' Laboratories and each length shall bear the U.L. label.
- B. Rigid metallic conduit: Aluminum or galvanized rigid steel.
- C. Electrical metallic tubing: Electro-galvanized welded steel tubing, with interior coat of clear lacquer.
- D. Flexible steel conduit: Electro-galvanized steel, continuous strip interlocking spiral jacket.
- E. Watertight flexible steel conduit: "Sealtite" with neoprene jacket.
- F. Non-metallic conduit: Polyvinyl chloride, Schedule 40, rigid, standard pipe sizes.
- G. Fittings: Provide fitting and accessories approved for the purpose and equal in all respects to the conduit or raceway. EMT connectors and couplings shall be steel setscrew type indoors and steel compression type in wet locations or outdoors.
- H. Outlet boxes:
 - 1. Outlet boxes for steel, aluminum or non-metallic conduit systems:
 - a. Surface boxes: One piece galvanized pressed steel, 4" sq., 1-1/2" deep, minimum.
 - b. Flush boxes for receptacles and switches shall be one piece galvanized pressed steel 4" sq., 1-1/2" deep, minimum with plaster rings.
 - c. Flush boxes for lighting outlets shall be one piece galvanized pressed steel 4" octagon, 1-1/2" deep, minimum. Provide 3/8" fixture studs where required.
 - 2. Weatherproof outlet boxes shall be seamless die-cast aluminum with threaded hubs and built-in grounding lug, sizes per Code.
 - 3. Outlet boxes on common walls shall be horizontally separated by not less than 12" between outlets in the opposite wall surface. No back-to-back boxes.
- I. Wire and Cables: Wire and cables shall be brought to the site in unbroken packages and reels, rated for 600 volts and conforming to the following:

1. All conductors shall be copper, #12 AWG minimum, and color-coded per industry standards.
 2. Type THHN/THWN in feeder sizes #6 and larger.
 3. Type THWN in sizes #8 and smaller in wet locations, underground, and in concrete slabs.
 4. Type THHN in all dry locations other than specified above where drawings call for wires in conduit.
 5. All conductors #10 and smaller shall be solid, #8 and larger stranded.
- J. Wire and cable connectors: Thomas and Betts "Lock-Tite" for #6 AWG and larger; Scotchlock with insulating cap for #8 AWG and smaller.
- K. Splice insulation: Scotch #33+ (0-22 degrees Fahrenheit) electrical tape with vinyl plastic backing or rubber tape with protective friction tape.
- L. Color Coding: System conductors shall be identified as to voltage and phase connections by means of color impregnated insulation or approved colored marking tape.

2.02 GROUND ELECTRODES

- A. Cold water piping system: Contractor shall install a grounding electrode conductor from the nearest cold water pipe to a ground bus in the electrical switchgear.
- B. Concrete encased electrode: (When noted) The electrode shall extend through a horizontal length of 20 feet minimum and shall be encased in not less than 2 or more than 5 inches of concrete separating it from surroundings solid. A stub through the footing at the end of the run shall be made accessible for connections to the system ground bus.
- C. Driven ground rods: Copper clad steel, minimum 3/4 inch diameter by 8 feet long, sectional type with copper alloy couplings and carbon steel driving stud; Weaver, Cadweld, or equal.
- D. Grounding connectors: For cable to pipe, O.Z./Gedney G-100B series or equivalent.
- E. Bonding jumpers: O.Z./Gedney Type BJ or equivalent for pipe to pipe.

2.03 WIRING DEVICES

- A. Switches shall be totally enclosed, quiet type rated 20 amp, 277 volts, specification grade, conventional style or Decora style per Architect/Owner. Hubbell, Arrow-Hart, and Leviton or equal. Leviton conventional numbers listed below:
1. Single pole: # CS120 - Color white.
 2. Three way: # CS320 - Color white.
 3. Four way: #CS420 - Color per white.
- B. Receptacles shall be rated 125 volts specification grade, conventional style or Decora style color white per Architect/Owner. Hubbell, Arrow-Hart, and Leviton or equal. Leviton Conventional Numbers listed below:
1. 15 amp ground fault current interrupter Duplex receptacle; #6599.
 2. 15 amp Duplex receptacle, 3 wire, grounded; #BR15
 3. 20 amp Duplex receptacle, 3 wire, grounded; #BR20.

- 4. 15 amp isolated ground receptacle, 3 wire, orange; #5261 IG.
- C. Equipment power receptacles as indicated on the drawings.

2.04 DEVICE PLATES

- A. Device plates for switches, receptacles, telephone outlets, cable TV, thermal overload switches, and blank outlets shall be smooth thermoplastic unless otherwise noted, color per Architect, single or gang type as required.
- B. Where marked plates are required, they shall be permanently engraved with 1/8" high paint filled letters unless otherwise noted. Provided red nameplate for all "Emergency" circuits labeled with Panel and Circuit number.
- C. Plates shall be gang type where two or more devices are installed at one location. Individual or gangable plates are not acceptable.
- D. Weatherproof device plates shall be cast metal, gasketed and have four (4) mounting screws.
- E. All device plates at Kitchen, Toilet, Bath / Shower Rooms Clean-Up Room and Apparatus Bay shall be brushed stainless steel.

2.05 LIGHTING FIXTURES

- A. Fixtures shall be complete with fittings, stems, hangers, and component parts to make complete installation, include lamps of type and wattage called for. Incandescent fixtures shall have porcelain sockets.
- B. All fixtures are specified on drawings.
- C. All fluorescent luminaries and lamp ballasts which operate at 120 or 277 volts, shall be certified per Section 2-5314, have an input frequency of 60HZ, and have maximum lamp operating currents greater than 350 milliamperes but less than 500 milliamperes except those used in temperatures below 0 degrees Fahrenheit. Power factors less than 0.60 are designed for dimming.
- D. Fluorescent ballasts: ETL, CBM approved, U.L. labeled, "A" sound rated, high power factor type with automatic internal thermal protector equal to Advance energy saving Mark III ballast.
- E. Compact fluorescent ballasts shall have a 0.90 minimum power factor, HPF ballast.
- F. Fluorescent Ballast: Electronic type, .95 power factor or greater, shall not contain polychlorinated biphenyls (PCBS), U.L. listed, input current third harmonic content not to exceed 10% high frequency of 20 MHz or greater with no detectable flicker, ballast efficiency factor of 1.59 minimum class P sound rated A.
- G. H.I.D. Ballasts: Constant wattage auto transformer, high power factor type, U.L. listed.
- H. Finish: Baked white enamel except as noted.

2.06 LAMPS

- A. Incandescent lamps shall be General Electric, Westinghouse, or Sylvania, inside frost, 130 volt, sized as noted on the Fixture Schedule.

- B. Fluorescent and H.I.D. lamps shall be General Electric, Westinghouse, Phillips, or Sylvania, of the types noted on the Fixture Schedule.
- C. Compact fluorescent lamps shall have a color temperature of 2700 degrees K, unless otherwise noted.
- D. Panel boards shall be Cutler Hammer, Challenger, General Electric, or Square D., flush or surface as noted with busing and circuit breakers as noted on the Panel Schedules. Neutral bars shall be equipped with lugs for all branch circuits and shall be insulated from the cabinets. Provide copper ground bar with lugs for connection of ground wires.

2.07 FUSIBLE SWITCHES

- A. Fusible switches shall be equipped with front operated quick-make, quick-break operators. The switches shall be of the knife-switch blade type. Multiple plated type arc-quenches and replaceable high temperature melting alloy arc-tips shall be supplied. Phase barriers shall be made of flame-retardant, glass-polyester material. All current-carrying parts shall be of high conductivity silver plated copper. A mechanical interlock shall be provided to prevent opening the compartment door or fuse access door when the switch is closed.
- B. Bolted pressure switches shall be of the rating as shown on the associated drawings. Pressure contacts are to be made by firmly bolting blades to both top and bottom stationary contacts. The switches shall have quick-break Kinematic-Action mechanisms, inter-phase barriers, and arcing equipment. Switches shall be manually operated and have an electric trip mechanism.

2.08 FUSES

- A. Fuses and type shall be supplied for the following, unless noted otherwise on the drawing single line diagram:
 1. Main and feeder switches and where indicated.
 2. Motor and equipment fused disconnects.
 3. Control and signal circuits.
- B. Unless otherwise noted on the drawings, types of fuses shall be as follows:
 1. 0-600 amperes 600V or less: Buss Fusetron Dual Element FRN-R, FRS-R, Shawmut or approved equal Class RK-1 rejection type fuses.
 2. 601-4000 amperes 600V or less: Buss High Cap (KRP-C), Shawmut or approved equal Class L.
- C. Control and instrument fuses shall be suitable for installing in blocks and fuse holders. Exact type and rating shall be as recommended by the manufacturer of the equipment being protected.
- D. Fuses for installation in current limiting circuit breakers or motor circuit protectors shall be coordinated with the supplier of that equipment to insure capability.
- E. Three spare fuses of each size, or a minimum of 10% of the number installed, whichever is greater, shall be supplied.

2.09 MOTOR STARTERS

- A. Starters shall be magnetic, poles as required, silver to silver renewable contacts with provisions for adding normally open or normally closed interlocks.
- B. The overload relay assembly shall be of the thermal be metallic type and each phases shall be provided with protection.
- C. Each starter shall be provided with a "red" operating pilot light, hand-off-auto switch, NEMA I or NEMA 3R enclosure.
- D. For small motors not having built-in thermal protection, provide manual starters with thermal-overload devices and quick-make, quick-break switch mechanisms.

2.10 COMBINATION MOTOR STARTERS

- A. Starters shall be magnetic, poles as required, silver to silver renewable contacts with provisions for adding normally open or normally closed interlocks.
- B. The overload relay assembly shall be of the thermal be metallic type and each phases shall be provided with protection.
- C. Each starter shall be provided with a "red" operating pilot light, hand-off-auto switch, NEMA I or NEMA 3R enclosure.
- D. For small motors not having built-in thermal protection, provide manual starters with thermal-overload devices and quick-make, quick-break switch mechanisms.
- E. Unit shall include fusible, non-fusible or circuit breaker as indicated on drawings.

3.0 EXECUTION

3.01 INSTALLATION AND COORDINATION

- A. It is the Contractor's responsibility to insure that all provisions of all Codes and Standards are implemented in the execution of the work to be installed under this Contract of Construction whether or not such provisions are specifically called out or delineated on the drawings.
- B. It is the Contractor's responsibility to insure that all provisions of all Fire Codes and Standards are implemented in all aspects of the work including in all temporary systems in areas where deficiencies are found in adjoining or adjacent existing construction.
- C. The Contractor shall coordinate the electrical work with the work of other trades. The Contractor shall not be reimbursed for any work installed but not usable due to improper coordination of work.
- D. Mechanical Equipment: The Contractor shall check with the mechanical contractor for space requirements and electrical requirements of mechanical equipment. Changes in electrical requirements due to the substitution of mechanical equipment shall be brought to the Engineer's attention prior to installing any work.
- E. Architectural Drawings: The Contractor shall check the architectural drawings for the exact location of outlets installed over counters, in cabinets adjacent to mirrors, etc.

- F. Ceiling Diffusers: Prior to installing any work, the Contractor shall check with the mechanical contractor for the exact location of heating and ventilating ceiling diffusers and maintain clearances between lighting fixtures and ceiling diffusers.
- G. Local Codes: Prior to installing any work, the Contractor shall review the job with the local electrical inspector and bring any special requirements to the attention of the Engineer. Special requirements of local codes shall be included as part of this work.
- H. Materials: Prior to placing orders for materials, the Contractor shall check equipment ratings, equipment catalog numbers, and equipment dimensions as to applicability and correctness for installation.
- I. Piping Systems: Prior to installing lighting fixtures in a building, the Contractor shall check with the mechanical contractor for the exact location of piping systems, overhead doors, etc. Lighting fixtures shall not be installed directly over pipes, piping systems, etc., and the lighting shall not be impaired by pipes, piping systems, etc.
- J. Fire Alarm System shall be installed by the manufactures representative or approved contractor and tested by the installer prior to test and inspection by the Fire Marshal having jurisdiction. Any systems problems or revisions required by the Fire Marshal shall be done at no cost to owner or his representative.

3.02 RACEWAY OR CONDUIT

- A. Conduits shall be installed and supported in a rigid and satisfactory manner generally concealed within the structure or below grade unless otherwise indicated. Wires and cables shall be installed in electrical metallic tubing (EMT) with these exceptions:
- B. Rigid steel conduit shall be used in the following locations:
 - 1. In locations vulnerable to mechanical damage.
 - 2. In other locations indicated or required by code.
 - 3. Rigid steel conduit installed below grade shall be PVC jacketed or taped with a continuous half-lapped layer of Scotch #50 electrical tape completely protecting conduit and fittings from contact with earth. Extend jacket or wrapping a minimum of six inches above floor or grade.
- C. All raceways shall be securely fastened to the cabinets, pull-boxes, terminals, etc., with two locknuts, or other approved fittings.
- D. All underground conduits shall be Rigid PVC Schedule 40 and approved for direct burial by each of the following:
 - 1. Underwriters' Laboratories.
 - 2. Utility Companies.
 - 3. Local Authorities.
- E. All underground conduits shall be installed a minimum of 36" below grade, unless otherwise noted on the drawings.
- F. Conduit system shall be electrically continuous with all boxes and conduits readily accessible.
- G. Openings around conduits penetrating walls or floors shall be sealed and finished to match adjacent surfaces. Where conduits penetrate a fire rated assembly, seal the penetration with an approved fire rated sealant to maintain the fire rating.
- H. Where spaces are provided for conduits: Keep conduit runs within the limits indicated on plans.

- I. Flexible metal conduit shall be installed for motor, equipment, and fixture connections as indicated and required. Install conduit with sufficient slack to avoid strain on fittings. Flexible conduit in wet locations shall be watertight.
- J. Where conduits are run exposed they shall be installed at right angles or parallel to the building lines. Conduits shall be fastened to the building structure by means of malleable iron pipe straps. Plumber's tape will not be permitted.
- K. During construction all conduits shall be plugged to prevent the entrance of foreign matter. Such plugs shall not be removed until all plastering, etc., has been completed.
- L. All empty raceways shall contain a high tensile strength polyethylene pulling line; Greenless 431 or equal.
- M. Install watertight conduit entrance sealing fittings at all conduit penetrations in below grade walls and floor slabs. Pack exterior voids between fitting and conduit with joint seal prior to the application of waterproofing materials.
- N. Install flexible metal conduit between transformer and feeder conduit and/or switchgear.
- O. Install expansion joints where conduit crosses building expansion or seismic joints.

3.03 OUTLET BOXES

- A. Outlet boxes shall be installed and supported in a rigid and satisfactory manner with the use of prefabricated box brackets.
- B. Boxes for the support of ceiling fixtures or wall brackets shall have a galvanized 3/8" stud.
- C. Plaster rings shall be installed on all concealed boxes. Rings shall be of proper depth to suit the wall finish.
- D. Light switch boxes shall be installed on the latch side of the door frame.

3.04 WIRES AND CABLES

- A. All wires and cables shall be hand-pulled with the exception of cables of size #1 AWG and larger. Where mechanical means are used to pull cables #1 and larger, a pulling lubricant shall be used.
- B. Conductors shall not be installed in raceways until all boxes and mechanical work is complete.
- C. Prior to the pulling of conductors in raceways, the raceway shall be blown out with the use of compressed air at 100 p.s.i. minimum pressure.
- D. All splices of #10 AWG wire and smaller shall be made with "Scotch-Lok" solderless connectors. Terminations of #8 AWG wire and larger shall employ the use of solderless terminal lugs for stranded conductors.
- E. Where multiple circuits run through the same junction box or outlet box each wire shall be marked with a wrap-around cable marker indicating the circuit number and panel.
- F. Color code all wires and cables. A different color shall be used for each phase of each voltage system. No. 12 and No. 10 wires shall be provided with insulation color coding, and No. 8 wire and larger may be coded by color markers.
- G. Splices shall not be installed in junction boxes below grade or below basement or first floor slab.

3.05 LIGHTING FIXTURES

- A. Fixtures in general shall be supported by means of heavy formed steel straps attached to the outlet boxes, attached by means of threaded stem with lock nuts or by means of machine screw to the formed strap.
- B. Support for fixtures installed in suspended ceilings shall conform to NEC 410-16. An additional slack #12 gauge galvanized tie wire permanently attached to the structure shall be provided at two additional corners of each four foot long fixture installed in a grid type ceiling.

- C. Frames for recessed fixtures: Where recessed fixtures are mounted against ceiling on which gypsum board is applied, the fixture supplied shall provide extension frames for mounting the fixtures, depth of such frames to be suitable for the full thickness of the ceiling.
- D. Extension Rings: Where fixtures are surface-mounted against acoustical tile ceilings, provide extension rings of depth suitable for the full thickness of the ceiling.
- E. Wire for connection to fixtures or devices shall be provided on each lead at each outlet, 8" in length.
- F. Flexible conduit connections 4'-0" in length, wired with Type AF wire, shall be provided in connections to recessed fixtures where required by Code.
- G. Exact locations of fixtures are indicated on ceiling plans and building and exterior elevations on the Architectural drawings or are dimensional therein; do not scale electrical drawings for fixture locations.
- H. Lighting outlets: Standard 4" octagon or square boxes, unless otherwise noted on the drawings, at each ceiling and bracket fixture indicated. Each box complete with 3/8" fixture stud and in furred spaces with outlet box hanger and box covers. All outlets shall finish flush against concrete walls or ceiling, except for exposed work.
- I. Verify all ceiling types and conditions prior to ordering lighting fixtures. All lighting fixtures surface mounted to low density tile ceilings shall have spacers or be approved for mounting to low density tile ceilings.
- J. Recessed fixtures in fire-rated ceilings and/or supply-air plenums shall be either approved for the fire rating, or shall be fully enclosed in a fire-rated housing per local authorities.
- K. One-lamp or three-lamp fluorescent lighting luminaries, of the type listed as subject to certification in Table 2-53G, recess mounted or surface mounted within 10 feet of each other shall be tandem wired to eliminate unnecessary use of single lamp ballasts. Tandem wiring consists of pairs of luminaries operating with one lamp in a luminaire powered from a single two-lamp ballast contained in a second luminaire.

3.06 WIRING FOR MOTORS AND CONTROLS

- A. Exact location of motor connections and details of the control equipment shall be ascertained before the installation of any circuit. Where motors are furnished under other sections, consult those sections for locations.
- B. Fused disconnect switch shall be provided for each motor out of sight of panelboard and as required by Code, shall be flush or surface mounted as shown, and of proper size and number of poles required by the motor.
- C. Flexible conduit connection shall be provided between the motor terminal outlet and the rigid conduit at each motor. Length of flexible section shall be not less than 10 times the conduit diameter.
- D. Fractional horsepower motors shall have manual starters with melting alloy type thermal overload relay. Rating, poles, and voltage per equipment. Square D, Class D 2510 or approved equal.
- E. Provide engraved screw-retained type nameplate on each disconnect switch or combination starter.

3.07 PROJECT COMPLETION:

- A. Prior to completion, thoroughly familiarize the Owner with all aspects of operation and maintenance of the electrical systems.
- B. Submit the following in accordance with Supplementary Conditions:
 1. Certificates of inspection and approval when required by all authorities having jurisdiction.
 2. Voltage check report.

3. Operation/Maintenance Manual: Retain until completion of the work all portable and detachable portions of the installation such as: instruction books, wiring and connection diagrams, service manuals, keys, catalog sheets, etc. Upon completion of the installation and as a condition of its acceptance, compile a Manual and deliver to Owner. The Manual shall contain:
 - a. Copy of all conductor termination torque values (Manufacturer's Recommendations) and statement that all terminations were made in compliance with these values.
 - b. Identification, readable from outside the cover, stating: "Electrical installation, by (name of) Company".
 - c. Typewritten index near front of Manual, furnishing immediate information as to location in the Manual of all emergency data for the installation.
 - d. Complete instructions regarding the operations and maintenance of all equipment involved.
 - e. Complete nomenclature of all replaceable parts, their part numbers, current cost and name and address of the nearest vendor of replacement parts.
 - f. Copy of all guarantees and warranties issued on the installation, showing all dates of expiration.

C. Engineer's Final Review:

1. Arrange for the Engineer's final review. Before calling for final review, the various systems shall properly operate for a period of 48 continuous hours.
2. If there are any discrepancies between the installation and the plans, specifications shop drawings, details, etc., the Architect will notify the Contractor in writing. The Contractor shall make changes and adjustments to correct the installation. If discrepancies are major, the Contractor will arrange for a re-review.
3. Any subsequent reviews after final review made necessary by the Contractor's failure to properly install or complete contract document requirements shall be paid for by the Contractor. The Owner's invoices to the Contractor shall include a charge of \$150.00 per hour, plus traveling time and expenses.

END OF SECTION



Interior Alterations to the San Mateo Harbor District Administrative Office at

504 Avenue Alhambra, 2nd floor, El Granada, CA 94018

END OF TECHNICAL SPECIFICATIONS

SAN MATEO COUNTY HARBOR DISTRICT

CONTRACT NO. 2018-03

***[INTERIOR ALTERATIONS TO THE SAN MATEO COUNTY HARBOR DISTRICT
OFFICE AT 504 AVENUE ALHAMBRA, 2ND FLOOR, SAN MATEO, CA 94018***

BID FORM

**TO: JOHN MOREN, DIRECTOR OF OPERATIONS, SAN MATEO COUNTY HARBOR
DISTRICT, EL GRANADA, CA**

Pursuant to the Notice Inviting Bids, the undersigned bidder herewith submits a bid on the bidding form or forms attached hereto and made a part hereof, and binds itself on award by the San Mateo County Harbor District under this bid to execute a contract in accordance with its bid, the bid documents and the award. The attached Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Bid Forms, and Addenda, if any, are made a part of this bid and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

Bids below include all applicable charges, including labor, insurance, bonding, and other costs necessary for the furnishing of all equipment and the performance of all services called for under the Contract. Prices quoted shall include all sales or use taxes.

BIDDER SHALL SUBMIT QUOTES FOR ALL ITEMS

CONTRACT NO. 2018-03

**[INTERIOR ALTERATIONS TO
SAN MATEO COUNTY HARBOR DISTRICT ADMINISTRATIVE OFFICE]**

LINE #	ITEM #	DESCRIPTION	AMOUNT
1	Task 1	INTERIOR ALTERATIONS TO (E) OFFICE SPACE	\$
			\$
			\$
		TOTAL BID PRICE	\$

The Bid Form must be signed below in accordance with the General Conditions and Special Provisions. Bids submitted in any other form will be considered non-responsive and may be rejected.

Bidder Name _____
Address _____
Phone Number _____
PWC DIR # _____
Email _____

Name Under Which Business is Conducted: _____

Business Address: _____

Telephone Number: _____ Facsimile Number: _____

E-Mail Address: _____

MANDATORY SIGNATURE(S)
(See General Condition 3 and Special Provision 1.3)

IF SOLE OWNER, sign here: I sign as sole owner of the business named above.

IF PARTNERSHIP, one or more partners sign here: The undersigned certify that we are partners in the business named above and that we sign this Contract proposal with full authority to do so.

IF CORPORATION OR LCC, sign here: The undersigned certify that they sign this Contract proposal with full and proper authorization to do so.

Entity Name: _____

By: _____ Title: _____

*By: _____ Title: _____

Incorporated under the laws of the State of _____

* If the Bidder is a corporation, this Bid Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Bid Form may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided, demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

IF JOINT VENTURE, officers of each participating firm sign here: The undersigned certify that they sign this Contract proposal with full and proper authorization to do so:

Joint Venture Name composed of: _____

By _____ Title _____

By _____ Title _____

DOCUMENTS TO ACCOMPANY BID:

_____ The Bidder's Bond or certified or cashier's check required by Section 14 of the General Conditions and Special Provision 1.10, in an amount equal to at least ten percent (10%) of the Total Bid Price

_____ Certificate of Insurance in accordance with Special Provision 4.1.C

_____ List of Subcontractors

_____ Acknowledgment of Addenda, if any

_____ Qualification Questionnaire

_____ Proof of DIR Registration in accordance with Special Provision 5.15

_____ Non-Collusion Declaration

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as Principal, and _____, as Surety, are held and firmly bound unto the SAN MATEO COUNTY HARBOR DISTRICT, hereinafter called the District, in the sum of _____ (\$ _____) being at least ten percent (10%) of the total amount of the bid of the Principal above named for **CONTRACT NO. 2018-03**, Interior Alterations to (E) Office Space for San Mateo County Harbor District office at 504 Avenue Alhambra, 2nd floor, El Granada, CA 94018 for the payment of which sum in lawful money of the United States, well and truly to made to the District, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to the District;

NOW THEREFORE, if the Principal is awarded a contract by the District and, within the time and in the manner required by the Specifications, enters into a written contract with the District and furnishes the requisite bond or bonds, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the District and Judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fee to be fixed by the Court.

Dated _____ 2018.

(SEAL)

(SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY)

Principal:

By: _____

By: _____

Surety:

By: _____

By: _____

Note: Signatures of those executing for surety must be properly notarized.

SAMPLE CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE					CERTIFICATE NUMBER	
PRODUCER - S A M P L E -		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.				
INSURED NAMED INSURED AND ADDRESS		COMPANIES AFFORDING COVERAGE				
		COMPANY A				
		COMPANY B				
		COMPANY C				
		COMPANY D				
COVERAGES						
This certificate supersedes and replaces any previously issued certificate for the policy period noted below.						
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COMPIOP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
						\$
					BODILY INJURY (Per person)	\$
						\$
					BODILY INJURY (Per accident)	\$
						\$
					PROPERTY DAMAGE	\$
						\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS	OTHER
					EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
	OTHER <input type="checkbox"/> PROFESSIONAL LIABILITY				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS						
CERTIFICATE HOLDER				CANCELLATION		
				SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.		
				BY: CATEGORY ____		
VALID AS OF:						

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Bidder in connection with the project in an amount in excess of one-half of one percent of the total amount of Bidder's proposal.

Do not list alternative subcontractors for the same work. Use additional sheets if necessary.

NAME OF SUBCONTRACTOR	LICENSE NUMBER	LOCATION OF/ PLACE OF BUSINESS	PORTION OF WORK
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

ACKNOWLEDGMENT OF ADDENDA
SAN MATEO COUNTY HARBOR DISTRICT OFFICE
504 AVENUE ALHAMBRA, 2ND FLOOR,
EL GRANADA, CA 94018

The undersigned Bidder acknowledges receipt of the following addenda, if issued, to the Bid Documents. If none received, write "None Received".

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Date: _____

Firm: _____

Signature: _____

Print Name: _____

Title: _____

**QUALIFICATION QUESTIONNAIRE AND
FINANCIAL STATEMENT WITH BUSINESS REFERENCES**

Name of Applicant or Firm () Telephone

()
Facsimile

Street Address (NOTE: If using a P.O. Box, please list both P.O. Box No. AND Street Address)

City, State, Zip

Date Submitted:

Fiscal Year Ending:

The above applicant or firm is:

A parent firm of: _____

A subsidiary division of: _____

1. How many years has your organization been in business as a contractor under your present name?

2. How many years' experience:

a) As a prime contractor: _____

b) As a subcontractor: _____

3. Are you registered as a contractor or subcontractor with the California Department of Industrial Relations? _____

Registration No.: _____ Registration expiration date: _____

****BIDDER MUST SUBMIT PROOF OF CONTRACTOR REGISTRATION WITH THE DIR IN THE FORM OF A HARD COPY OF THE RELEVANT PAGE OF THE DIR'S DATABASE FOUND AT: <https://efiling.dir.ca.gov/PWCR/Search>****

4. List below at least three contracts your organization has performed in the last five years involving the demolition of structures in a marine environment.

CONTRACT \$ AMOUNT	PERCENT COMPLETED	CONTRACTING AGENCY AND ADDRESS, NAME AND PHONE OF OWNER/AGENCY REPRESENTATIVE

(Use separate sheet if more listing space is needed.)

5. Have you ever failed to complete any work awarded to you, or have you ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state or local government project because of a violation of law or safety regulation?

() Yes () No

If so, where and why? _____

6. The Contractor shall dispose of any hazardous wastes under its own EPA generator number. Please provide your EPA Generator Number:

7. What is the construction experience of the principal officers and key employees (including superintendents) of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE & TYPE OF WORK	IN WHAT CAPACITY

8. List facilities that are available for anticipated work. (In Column 3, indicate ownership status of equipment and facilities if available: O-Own, L-Lease.)

QTY.	ITEM (DESCRIPTION, SIZE, CAPACITY, ETC.)	OWNERSHIP	CONDITION	YEARS OF SERVICE	PRESENT LOCATION

9. Give information below about all your contract work underway or to which you are committed.

TYPE OF WORK	LOCATION	VALUE	PERCENT COMPLETE	SCHEDULED COMPLETION DATE	FOR WHOM PERFORMED

10. References: Give only engineers, architects, or owners, including public bodies, for whom you have done work.

NAME	ADDRESS	BUSINESS

REFERENCES

1. Please list 3 bank references familiar with the Bidder's accounts:

- a) Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: _____
Officer Familiar with Bidder's Account: _____

- b) Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: _____
Officer Familiar with Bidder's Account: _____

- c) Name of Bank: _____
Street Address: _____
City and State: _____ Telephone: _____
Officer Familiar with Bidder's Account: _____

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Signature of Bidder

Title

Date

SAMPLE CONTRACT

SAMPLE CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, by and between SAN MATEO COUNTY HARBOR DISTRICT (referred to as "District") and _____ (referred to as "Contractor").

The Contractor and the District, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor shall furnish the District all the labor, materials and equipment required to complete the work more particularly described in the specifications approved by the District entitled:

CONTRACT NO. 2018-03
Interior Alterations to the San Mateo Harbor District Administrative Office at
504 Avenue Alhambra, 2nd floor,
El Granada, CA 94018

and which are appended hereto and made part of the Contract.

The Contractor shall perform the following work listed on the Bid Form.

The District has the right to inspect the ongoing installation process on a daily basis, if necessary, and there will be a final inspection by a District representative.

2. **Time of Performance.** The Contractor shall begin work upon issuance of the Notice to Proceed, and shall diligently prosecute all of the work under this Contract in all parts and requirements to completion within ninety (____) days of the issuance of the Notice to Proceed, as provided in the Specifications.
3. **Contract Price.** The Contractor shall faithfully perform each and every item required of it in this Contract for the sum of _____ Dollars (\$ _____), which includes all applicable charges, including taxes, freight and delivery charges, insurance and all other costs necessary for the furnishing of all material and the performance of all the services called for under the Contract. Payments to Contractor shall be made at the time and in the manner provided in the Contract.
4. **Term of Contract.** The term of this Contract shall commence upon District's issuance of a Notice to Proceed. Following District's final acceptance of the demolition of **Area of Alterations** all work, including all installation work or repairs, is guaranteed by the Contractor against failure, damage, defect, or non-compliance with the Contract of any kind for a period of one (1) year from the date of District's final acceptance.

5. **Component Parts.** This Contract shall consist of the following documents, each of which is on file in the Office of the Secretary and all of which are incorporated herein and made a part hereof by reference thereto:
- A. Contract
 - B. Bid Documents: Notice Inviting Bids, General Conditions and Instructions for Bidders, Special Provisions and Technical Specifications
 - C. Bid Form (As Accepted by the District)
 - E. Addenda No. _____ to _____
 - F. Performance Bond
 - G. Payment Bond
 - H. Insurance Certificates
6. **Service Notice.** Any notice required or permitted to be given by this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, in the case of the Contractor, at the business address specified in its proposal, and in the case of the District, at PO Box 1449, El Granada, CA, 94018, or at any other address which either party may subsequently designate in writing to the other party.
7. **Publicity.** The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.
8. **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to, and all disputes arising under, this Contract shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.

SAMPLE CONTRACT

IN WITNESS WHEREOF, the District has caused these presents to be executed by the District's officer thereunto duly authorized, and the Contractor has subscribed same, all on the day and year first above written.

FOR THE CONTRACTOR:

Name Under Which Business is Conducted: _____

Business Address: _____

City/State/Zip: _____

Telephone No. _____ Facsimile No. _____

If SOLE OWNER, sign here:

I sign as sole owner of the business named above.

If PARTNERSHIP, sign here:

The undersigned certify that they are partners in the business named above and that they sign this contract bid proposal with full authority to do so (One or more partners sign).

If CORPORATION OR LLC, execute here:

The undersigned certify that they sign this contract bid proposal with full and proper authorization to do so.

Entity name: _____

By: _____ Title: _____

* By: _____ Title: _____

Incorporated under the laws of the State of: _____

** If the Contractor is a corporation, this Contract must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws.)*

If JOINT VENTURE, Sign Here:

The undersigned certify that they sign this contract bid proposal with full and proper authorization to do so.

Joint Venture Name Composed of: _____

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of: _____

FOR THE SAN MATEO COUNTY HARBOR DISTRICT:

General Manager

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS THE SAN MATEO COUNTY HARBOR DISTRICT, (hereinafter referred to as "District") has entered into a Contract with _____ (hereinafter referred to as "Principal") for the **CONTRACT NO. 2018-03, Interior Alterations to the San Mateo Harbor District Administrative Office at 504 Avenue Alhambra, 2nd floor, El Granada, CA 94018** ("Contract"); and

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

NOW, THEREFORE, we, the Principal, and _____, as Surety are held and firmly bound unto the District, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, being a sum equal to one hundred percent (100%) of the total amount payable under the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound Principal, or its heirs, executors, administrators, successors, or assigns approved by the District, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the District, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the District as stipulated in the Contract, then this obligation shall be removed; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by the District to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at District's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the District, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

2. Reimburse the District for all costs the District incurs in completing the Contract, including consequential damages and costs associated with resoliciting the Contract, if applicable, negotiation, and completion of the project, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the District's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District or its successors or assigns.

In the event suit is brought upon this bond by the District, Surety shall pay reasonable attorney's fees and costs incurred by the District in such suit.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

NOTE:
To be signed by Principal
and Surety and acknowledgement
and notarial seal attached.

By: _____

By: _____

(Surety)

(Address)

By: _____

By: _____

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____)

On _____, 2018 before me, _____, Notary Public, personally appeared _____, personally known to me (or 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 _____
Notary Public

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____)

On _____, 2018 before me, _____, Notary Public, personally appeared _____, personally known to me (or 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 _____
Notary Public

TO BE CONSIDERED COMPLETE, BOTH THE BIDDER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA MUST SIGN THIS PERFORMANCE BOND. IN ADDITION, BOTH THE PRINCIPAL'S AND THE SURETY'S SIGNATURES MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____ called the PRINCIPAL, and _____ a corporation duly organized under the laws of the State of _____, having its principal place of business at _____ in the State of _____, and authorized to do business in the State of California, hereinafter called the SURETY, are held and firmly bound unto the San Mateo County Harbor District (District), hereinafter called the OBLIGEE, or order in the sum of _____ (\$ _____ .00) lawful money of the United States, for the payment of which, 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 entered into a Contract with the OBLIGEE for CONTRACT NO. 2018-03, Interior Alterations to the San Mateo Harbor District Administrative Office at 504 Avenue Alhambra, 2nd floor, El Granada, CA 94018 and said PRINCIPAL is required under the terms of said Contract to furnish a bond securing payment of claims to which reference is made in Section 9554 of the Civil Code.

NOW, THEREFORE, if said PRINCIPAL or any of its subcontractors fails to pay any of the persons named in Section 9100 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the SURETY, will pay for the same, in an amount not exceeding the sum specified in this bond, and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 9550 and 9554 of the Civil Code. The liability of the PRINCIPAL and SURETY hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein.

SURETY, for value received, hereby 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 Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the other portions of the Contract Documents.

IN WITNESS WHEREOF the above-bounded parties have executed this instrument this _____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Principal)

NOTE:
To be signed by Principal
and Surety and acknowledgement
and notarial seal attached.

By: _____

By: _____

(Surety)

(Address)

By: _____

By: _____

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____

On _____, 2018 before me, _____, Notary Public, personally appeared _____, personally known to me (or 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 _____
Notary Public

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF _____

On _____, 2018 before me, _____, Notary Public, personally appeared _____, personally known to me (or 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 _____
Notary Public

TO BE CONSIDERED COMPLETE, BOTH THE BIDDER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA MUST SIGN THIS PERFORMANCE BOND. IN ADDITION, BOTH THE PRINCIPAL'S AND THE SURETY'S SIGNATURES MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.