



CITY OF LAFAYETTE
3675 Mount Diablo Blvd., Suite 210
Lafayette, CA 94549

Lafayette Library and Learning Center
Children's Activity Deck Remodel
3491 Mt. Diablo Boulevard
Lafayette, CA 94549

PROJECT No. 037-9731

PROJECT SPECIFICATIONS



LAFAYETTE LIBRARY
AND LEARNING CENTER



BID OPENING DATE
THURSDAY, MAY 26, 2022, 2:00 P.M.

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**LAFAYETTE LIBRARY & LEARNING CENTER (LLLC)
CHILDREN'S ACTIVITY DECK REMODEL
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NOTICE INVITING BIDS

The City of Lafayette, a California Municipal Corporation, ("City"), hereby gives notice that it will accept bids for construction of the following public work: **Contract No. 037-9731 LAFAYETTE LIBRARY & LEARNING CENTER (LLLC) CHILDREN'S ACTIVITY DECK REMODEL.**

BID SUBMISSION: All Bids must be in writing, sealed in an envelope and received by the City at the office of the City Clerk, 3675 Mt. Diablo Boulevard, Suite 210, until 2:00 p.m., on **Thursday, May 26, 2022**, after which time they will be publicly opened and read. Any bidder who fails to submit its documentation by the above date and time shall have that Bid rejected and returned unopened. Partial, incomplete or non-responsive Bids, or Bids on other than the Contract Bid Forms, or clear photocopies of such forms, will not be considered. Bids shall be valid for ninety (90) days after the bid opening date.

DESCRIPTION OF THE WORK: In general the scope of work for the LLLC Children's Activity Deck Remodel Project ("Project") consists of, but is not limited to the following: selective demolition of the existing steel trellis, decking and sleeper supports, existing lighting, and storefront; shoring systems as necessary; installation of new decking and support pedestals, waterproofing, steel attachments, glass railing, City furnished louvered trellis with lighting, connections, support pedestal, and electrical connections, folding door system, fire sprinklers and other related investigations, attachments, sealants and connections needed to support the remodeling. The Project requires the diversion of a minimum of 50% of all generated solid waste from landfills either by reuse or recycling.

The estimated project construction cost is \$388,000.

BID SECURITY, PERFORMANCE AND PAYMENT BONDS: Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price issued by a California admitted surety. The successful bidder will be required to furnish, within ten (10) days of contract award, a Performance Bond in the amount of one hundred percent (100%) of the Total Bid Price, and a Payment (Material and Labor) Bond in the amount of one hundred percent (100%) of the Total Bid Price, on the forms provided and in the manner described in the Bid Documents.

PREVAILING WAGES: Bidders are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. The City has obtained from the Director of Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. These rates will be on file at the City's office or online at <http://www.dir.ca.gov/dlsr>. The successful bidder must pay the prevailing rates, post copies thereof at the job site and otherwise comply with the applicable provisions of state law.

SUBSTITUTION FOR RETENTIONS: Bidders are advised that if awarded this Contract they will be permitted, at their request and expense and in accordance with Section 22300 of the California Public Contract Code, to substitute securities equivalent to monies withheld by the City to ensure performance under the Contract.

REQUIRED CONTRACTOR'S LICENSE: Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. A California "**B**" contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract. Subcontractors shall possess the appropriate license for the work of their respective trades.

INSTRUCTIONS: Bidders shall refer to Document 00 20 00, "Instructions to Bidders" and Document 00 20 10, "Bid Contents, Evaluation, and Selection" in the Project Specifications for required documents

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and items to be submitted in a sealed envelope.

SITE VISIT: City will conduct a **mandatory** pre-bid conference. It is the Bidder's responsibility to attend to observe the existing site conditions to fully understand the project and potential restrictions which may impact the total and adequate completion of the Project. The pre-bid conference will be held on **Thursday, May 12, 2022, 11 a.m.**, at the project site located at 3491 Mt. Diablo Blvd. Lafayette, CA 94549.

BIDDING DOCUMENTS: Documents, including the Plans and Specifications, will be available starting , **Monday, April 25, 2022**, and may be ordered by contacting Therese Kain, City Engineer's Office, tkain@ci.lafayette.ca.us, or (925) 299-3217.

BID PREPARATION COST: Bidders are solely responsible for the cost of preparing their Bids.

RESERVATION OF RIGHTS: City specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from bid requirements not involving time, price or quality of the work. The award, if made, will be made to the lowest responsible bidder whose bid is determined responsive to the Bid Documents. The lowest bid shall be determined on the basis of the base bid only.

INQUIRIES: Questions regarding the bidding documents may be directed to Farzaneh Sanders, City Engineer's Office, fsanders@ci.lafayette.ca.us, or (925) 284-1951. Any questions regarding the interpretation or clarification of the Contract Bid Forms or the Bid Documents must be submitted in writing.

Date: 15 April, 2022

By: _____/s/_____
Mike Moran, Public Works & Engineering Director

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DOCUMENT 00 20 00

INSTRUCTIONS TO BIDDERS

1. RECEIPT OF BIDS. City will receive sealed Bids at Office of the City Clerk, 3675 Mt. Diablo Boulevard, Suite 210, until 2:00 p.m., on **Thursday, May 26, 2022**, after which time they will be publicly opened and read. Bids shall contain items listed in Document 00 20 10, "Bid Contents, Evaluation, and Selection," and in the manner described in Document 00 20 00. Bidder shall mark its Bid as "Bid for **LLLC Children's Activity Deck Remodel; Project No. 037-9731.**"

2. DETERMINATION OF APPARENT LOW BIDDER. Apparent Low Bid will be based solely on the total amount of the Base Bid, not including Alternate Bid Items, if any. However, all Bidders are required to submit bids on all Bid Items.

3. REQUIRED BID FORM. All Bidders must submit Bids on Document 00 41 00, "Bid Form." City will reject as non-responsive any Bid not submitted on the required form. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents and Specifications. City reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries and initialing new entries. City reserves the right to reject any Bid not clearly written.

The Bid Form shall be signed by the Contractor's legal representative as indicated on the Bid Form. If the Bid is made by an individual, it shall be signed and his full name and his address shall be given; and if it is by a corporation, the proposal shall show the name of the corporation and the State under the laws of which the corporation was chartered. When the Bid is signed by the duly authorized officer or officers of the corporation, it shall be attested by the corporate seal, and the names and titles of the principal officers of the corporation shall be given. When Bid is signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, a "Power of Attorney" must be filed with the City prior to opening bids or shall be submitted with the Bid; otherwise, the Bid may be rejected as irregular and unauthorized.

4. REQUIRED BID SECURITY. Bidders must submit with their Bids either cash, a cashier's check or certified check on a responsible bank in the United States, or corporate surety bond furnished by a surety that meets State of California bonding requirements and is admitted by the State as defined in Code of Civil Procedure Section 995.120 of not less than ten percent (10%) of aggregate amount of Base Bid, payable to City. Bidders shall use the required form of corporate surety bond, Document 00 41 10, "Bond Accompanying Bid." City will reject as non-responsive any Bid submitted without the necessary Bid security. Certified or cashier's checks must be drawn on a solvent state bank or a California branch of a solvent national bank.

The City may retain Bid security of other than the Apparent Low Bidder for a period of ninety (90) days after full execution of the Contract. The City may award the Contract to the next Apparent Low Bidder if the Apparent Low Bidder is determined non-responsive or non-responsible or fails to execute the Contract and provide the required bonds, guarantees and other documents within the required time periods. Upon full execution of the Contract, submission of necessary bonds, original insurance certificates and endorsements, and any other certifications as may be required by the Contract, the City will return to the respective unsuccessful Bidders all Bid securities and Bid bonds. If the City rejects all Bids, it will promptly return to all Bidders their Bid securities.

5. REQUIRED SUBCONTRACTORS LIST. All Bidders must submit with their Bids, the required information on all subcontractors in Document 00 45 10, "Subcontractors List," for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans

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and specifications, in excess of one half of one percent (0.5%) of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered. Pursuant to Public Contract Code Section 4104, the City has determined that it will not allow Bidders twenty-four (24) additional hours after the deadline for submission of bids to submit the information required by the City about each subcontractor, other than the name and location of each subcontractor.

6. REQUIRED DOCUMENTS. All Bidders must submit with their Bids all documents identified in Document 00 20 10, "Bid Contents, Evaluation, and Selection."

7. SITE VISIT. City will conduct a mandatory pre-bid conference. It is the Bidder's responsibility to attend to observe the existing site conditions to fully understand possible difficulties and or restrictions which may impact the total and adequate completion of the Project. The pre-bid conference will be held on **Thursday, May 12, 2022, 11 a.m.**, at the main entrance to the Lafayette Library & Learning Center, 3491 Mt. Diablo Boulevard, Lafayette.

8. OTHER REQUIREMENTS PRIOR TO BIDDING. Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00 52 10, "Agreement," Article 5. Submission of Bid shall constitute Bidder's express representation to the City that Bidder has fully completed these tasks.

9. EXISTING CONDITIONS. Bidders shall examine any available existing conditions information.

10. ADDENDA. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions from the plans or specifications; he may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery at least 7 days prior to the bid opening. Interpretation or correction of the proposed documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents.

It is the bidder's responsibility to inquire, prior to submitting the bid, whether the City has issued any Addenda.

The City shall not be deemed responsible for any oral clarification nor will it be binding.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by City. Addenda shall be acknowledged in Bid Form by number and shall be part of the Contract Documents. A complete listing of Addenda may be secured from City. Bidders are primarily and ultimately responsible for ensuring that they have received any and all Addenda. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum later than 72 hours prior to the deadline for submission of bids, and the Addendum requires material changes, additions or deletions to the description of the work to be performed or the content, form or manner of submission of bids, the City will extend the deadline for submission of bids by at least 72 hours. Otherwise, the City may determine, in its sole discretion, whether and Addendum requires that the date set for opening bids be postponed. The announcement of the new date, if any, shall be made by Addenda.

11. SUBSTITUTIONS. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. Substitutions may be requested after Award of Contract only in accordance with requirements specified in Specifications Section 01 62 00, "Product Options." Substitutions so requested may be granted at City's sole discretion.

12. WAGE RATES. Bidders are advised that this Contract is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract,

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as determined by Director of the State of California Department of Industrial Relations, are on file at City's office and online at <http://www.dir.ca.gov./dlsr>, and are deemed included in the Bidding Document. Upon request, City will make available copies to any interested party.

13. EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability or any other reason.

14. BID OPENING. The City will stamp Bids with date and time upon receipt. Bids will be opened and read publicly at the time and place indicated in Paragraph 1 above. Bidders or their authorized agents may be present. After opening of Bids, the City will review all Bids for accuracy and reserves the right to correct obvious errors. Upon completion of review, Bid will be ranked by the bid amount and the apparent low bidder will be determined and notified.

15. WITHDRAWAL, DISQUALIFICATION, AND RELIEF OF BIDS. Section 2-3 and 2-6 of the City of Lafayette Standard Specifications General Provisions shall apply.

No Bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City.

Reasonable grounds for believing that any firm is interested in more than one proposal for the Work may cause rejection of all proposals in which such firm is interested. If there is reason to believe that collusion exists among the Bidders, any or all proposals may be rejected, and none of the participants in such a collusion shall be considered in future proposals. Proposals in which the prices are obviously unbalanced, those that are incomplete, those that show any alteration of form or contain any additions or conditions, and alternate bids that are not called for or otherwise permitted, may be rejected.

16. BID PROTEST. Any Bid protest must be submitted in writing to the Office of the City Clerk, 3675 Mt. Diablo Boulevard, Suite 210, Lafayette, CA 94549, before 5 o'clock p.m. of the fifth (5th) calendar day following the date of bid opening.

- a. The initial protest document must contain a complete statement of the basis for the protest.
- b. The protest must refer to the specific portion of the Bid that forms the basis for the protest.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The protest must include all relevant, supporting documentation with the protest at the time of the filing.

The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of a Bid Protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder but must timely pursue its own protest.

17. FAILURE TO EXECUTE AND DELIVER DOCUMENTS. If Bidder to whom Contract is awarded shall for ten (10) calendar days after such award fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, Escrow Bid Documents, and

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other documents, City may, in its sole discretion, deposit Bidder's surety bond, cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages City may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City's damages.

18. SCHEDULE OF THE WORK. The Work shall be completed finally and in its entirety within fifty (50) working days from the date when the contract time commences to run. City expressly reserves the right to modify the date for the Commencement of Work under the Contract to independently perform and complete work related to the Project, without limitation. City accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

19. COORDINATION OF WORK. In accordance with the provisions Document 00 72 00, "General Conditions," Part 6, City reserves the right to undertake construction and to award separate contracts for work at the Site, the extent of which may not be known by City until after Award of Contract.

20. AWARD. If the contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder within 90 calendar days after the Bid Opening.

21. DEFINITIONS. All definition of terms used in these Instructions are set forth in Specifications Section 01 42 10, "References and Definitions."

END OF DOCUMENT

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DOCUMENT 00 20 10

BID CONTENTS, EVALUATION, AND SELECTION

1. This Document establishes the required Bid contents and City's procedures for opening and evaluating Bids for an award of: **Contract No. 037-9731, LLLC Children's Activity Deck Remodel.**
2. All definitions of terms used herein are defined in the Division 01 Specifications, Section 01 42 10, "References and Definitions."
3. Bid shall be submitted in a sealed envelope. City will open all bids and determine an Apparent Low Bidder as specified herein.

Contents of Bid Envelope:

- a. Document 00 41 00 - Bid Form.
 - b. Bid Security supplied in accordance with Document 00 20 00, "Instructions to Bidders."
 - c. Document 00 42 10 - Declaration of Contractor's License Status.
 - d. Document 00 45 10 - Subcontractors List.
 - e. Document 00 45 17 - Principals Interested in this Bid.
 - f. Document 00 44 00 - Affidavit of Compliance with Ethical Standards.
 - g. Document 00 45 19 - Non-Collusion Declaration.
 - h. Document 00 45 27 - Worker's Compensation Insurance Certificate.
4. **DETERMINATION OF APPARENT LOW BIDDER.** Apparent Low Bid will be based solely on the total amount of the Bid Price indicated on the Bid Form. Determination of the Low Bid will not include any alternate bid items.
 5. **BID EVALUATION.** City may reject any or all Bids and waive any informalities or minor irregularities in the Bids, or inconsequential deviation from bid requirements. City also reserves the right and discretion to reject any or all Bids and to re-bid the Project without cause. City reserves the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids, re-bid, and to reject the Bid of any Bidder if City believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or a proposed subcontractor is unqualified, or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by City. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some work items and enhanced prices for other work items, or disproportionate loading of overhead and profit to certain items, or price manipulation of any kind among the items aggregated to arrive at the Bid.
 - a. In evaluating Bids, City will consider qualifications of subcontractors proposed, whether or not the Bids comply with the prescribed requirements, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - b. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.
 - c. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the work and are subject further to the rights reserved by the City to increase or diminish the amount of work under any classification as advantages to design or construction needs require.

END OF DOCUMENT

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DOCUMENT 00 32 00

EXISTING CONDITIONS

1. **NOTICE.** The available information regarding the Site described herein is not a part of the Contract Documents.
2. **(NOT USED)**
3. **USE OF INFORMATION ON EXISTING CONDITIONS**
 - A. Above-Ground Existing Conditions. Under no circumstances shall City be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent observation and investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by City regarding existing conditions. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding existing conditions supplied by City and, instead, is relying on its own independent investigation of the site and its surroundings.
 - B. Underground Facilities. Information regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to City by others. Except as expressly set forth in this Document 00 32 00, City does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 00 32 00, City will be responsible only for the general accuracy of information regarding Underground Facilities (i) that are owned by City, and (ii) only if Bidder has conducted the independent investigation required of it and discrepancies were not apparent or discoverable upon a reasonable investigation.
 - C. Bidder represents and agrees that in submitting its bid, it is not relying on any information that is made available by City, except as expressly set forth in this Document 00 32 00, but, rather, it relies on its own investigation and assessment of existing conditions, including subsurface and underground conditions and facilities.
4. **(NOT USED)**
5. **INVESTIGATIONS**
 - A. Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents, including:
 - i. Conditions bearing upon transportation, disposal, handling, and storage of materials,
 - ii. Availability of labor, water, electrical power, and roads,
 - iii. Character of equipment and facilities needed preliminary to and during the performance of Work.

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- B. City has provided time in the period prior to bidding for Bidder to perform these investigations.
- C. Contractor acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials, obstacles and conditions to be encountered insofar as this information is reasonably ascertainable from Contractor's independent inspection of the site and review of the Bid Documents. Any failure of Contractor to take the actions prescribed in this Document 00 32 00 will not relieve Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the Work without additional expense to City.

6. ACCESS TO SITE.

- A. On written request to City, City will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, and studies as each Bidder deems necessary for submission of a Bid. Bidders must clean up and restore the Site to its former conditions upon completion of such explorations, investigations, and studies. Such investigations may be performed only under the provisions of Document 00 72 00, "General Conditions," including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work.

END OF DOCUMENT

**LAFAYETTE LIBRARY & LEARNING CENTER (LLLC)
 CHILDREN'S ACTIVITY DECK REMODEL
 3491 MT. DIABLO BOULEVARD
 LAFAYETTE, CA 94549**

DOCUMENT 00 41 00

BID FORM

To: **City of Lafayette**

Re: **LLLC Children's Activity Deck Remodel Contract No. 037-9731**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form of Document 00 52 10, "Agreement," in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the sum indicated in this Bid and in accordance with all other terms and conditions of Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents and the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. Bidder will sign and submit the Agreement with Bonds and other documents required by Document 00 72 00, "General Conditions," Part 3, including but not limited to the Escrow Bid Documents, within fourteen (14) calendar days after receipt of City's Notice of Award.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined copies of all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

<u>Date</u>	<u>Number</u>	<u>Date</u>	<u>Number</u>

- (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, analysis, and given notices, regarding the Project and the Site, as set forth in Document 00 52 10, "Agreement," Article 5.
4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in accordance with the Contract Documents for the following sum of money listed as follows:

No.	Item	Bid Price
1	All-Risk Construction Insurance	\$
2	All labor, materials, tools, equipment, and services necessary, including any incidental to completely install City furnished "Louvered Trellis System With Rotatable Aluminum Blades", complete as shown in the Project Plans, Specifications, and other Contract Documents	\$
3	Excluding #1 & 2 above, all labor, materials, tools, equipment, and services necessary and incidental to complete all Work shown in the Project Plans, Specifications, and other Contract Documents	\$
	TOTAL BASE BID	\$

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5. Subcontractors are listed on the attached document 00 45 10, Subcontractors List.
6. The undersigned understands that City reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of ninety (90) days from the date prescribed for its opening.
7. City is not obligated to award Bid Alternate items (if any); however, Bidders must complete the Bid Form for all items.
8. Notices or request for additional information may be addressed to the undersigned at the address below.
9. The undersigned herewith encloses a cashier's check, certified check or surety bond from an admitted surety authorized to do business in California pursuant to Code of Civil Procedure Section 995.120 in the amount of ten percent (10%) of the total of Base Bid Items and made payable to: City of Lafayette.
10. The undersigned agrees to commence work under this Contract on the date established in Document 00 72 00, General Conditions, and to complete all work within the time specified in Document 00 52 10, Agreement.
11. The undersigned agrees to liquidated damages for failure to complete all contract work within the time specified as set forth in Document 00 52 10, Agreement, and Document 00 72 00, General Conditions.
12. The names of all persons interested in the foregoing Bid as principals are set forth in Document 00 45 17, "Principals Interested in Bid."
13. Bidder is licensed in accordance with an act for the registration of Contractors, and with license number set forth in Document 00 42 10, "Declaration of Contractor's License Status."

(Signatures on the next page)

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Legal Name of Firm: _____

Business Address: _____

_____ Telephone Number: _____

Type of Organization: () Individual () Corporation

Authorized Signature: _____ Date of Execution: _____

Name: _____ Position: _____

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation.

For a corporation, name president, secretary, treasurer and manager.

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

Corporate Seal:

END OF DOCUMENT

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DOCUMENT 00 41 10

**BOND ACCOMPANYING BID
City of Lafayette Project No. 037-9731
LLLC Children's Activity Deck Remodel**

KNOW ALL BY THESE PRESENTS:

That the undersigned, _____, as Bidder, and the undersigned, as Surety, are held and firmly bound unto the City of Lafayette, a California Municipal Corporation ("City"), as obligee, in the penal sum of

_____ Dollars (\$ _____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Bidder's Base Bid for the above project, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder is submitting a bid for City Contract No. **037-9731, LLLC Children's Activity Deck Remodel**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the bid submitted by said Bidder be accepted and the contract be awarded to said Bidder, and said Bidder shall within a period of ten (10) calendar days after such award enter into the contract so awarded and provide the required Performance Bond, Labor and Material Payment Bond, insurance certificates and all other endorsements, forms and documents required under Document 00 72 00, "General Conditions," then this obligation shall be void, otherwise to remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, said Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____, 20__.

By: _____ Bidder

Surety

Subscribed and sworn to this ____ day of _____, 20__.

NOTARY PUBLIC _____

END OF DOCUMENT

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GENERAL LIABILITY:

CARRIER: _____

ADDRESS: _____

PHONE: _____

POLICY NUMBER: _____ POLICY LIMITS: \$ _____

AUTOMOTIVE LIABILITY:

CARRIER: _____

ADDRESS: _____

PHONE: _____

POLICY NUMBER: _____ POLICY LIMITS: \$ _____

SAFETY EXPERIENCE

The following statements as to safety experience of Bidder are submitted with bid, as part thereof, and the truthfulness and accuracy of information are guaranteed by Bidder.

1. List your firm's interstate Experience Modification Rate for the last three years:
2019_____ 2020_____ 2021_____
2. Use your last year's Cal/OSHA log to fill in the following number of injuries and illnesses:
 - a. Number of lost workday cases _____
 - b. Number of medical treatment cases _____
 - c. Number of fatalities _____
3. Employee hours worked last year _____
4. State the name of your firm's safety engineer/manager: _____
Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE CITY OF LAFAYETTE, AND ITS AGENTS AND REPRESENTATIVES, TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

NAME OF FIRM _____

SIGNATURE _____

TITLE: _____

DATE: _____

END OF DOCUMENT

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DOCUMENT 00 42 10

DECLARATION OF CONTRACTOR'S LICENSE STATUS¹

I, _____, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The State Contractor's license number for the signatory Contractor is: _____.
2. The license expiration date is: _____.
3. Contractor's Responsible Managing Employee or Responsible Managing Officer is
_____.
4. Contractor has not been disbarred or otherwise legally precluded from working on this project.

Executed on _____, 20____, at _____, California.

Contractor's Firm Name – Print or Type

Signatory's Name – Print or Type

Signature

Capacity in Contracting Firm – Print or Type

END OF DOCUMENT

¹ California Business & Professions Code § 7028.15.

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DOCUMENT 00 43 25

SUBSTITUTION REQUEST FORM
(Submit one form for each separate item or unit.)

TO: _____

PROJECT: _____

CONTRACTOR: _____

SUBCONTRACTOR/SUPPLIER: _____

DRAWING SHEET REFERENCE/DETAIL NO: _____

The undersigned bidder submits for consideration the following equipment instead of the specified item for the above project:

<u>SECTION</u>	<u>PARAGRAPH</u>	<u>SPECIFIED ITEM</u>
_____	_____	_____
_____	_____	_____

Proposed Substitution: _____

For products specified by reference standard: Select any product meeting that standard.

For products specified by naming one or more products or manufacturer:

1. Select products of any named manufacturer meeting specifications.
2. For any product or manufacturer that is not specifically named, submit information required herein and in Section 01 62 00 "Product Options." Bidder incorporates by reference the representations and warranties set forth in Section 01 62 00.

Attach manufacturer's literature, including complete technical data and laboratory test results, if applicable. Explain why proposed substitution is a true equivalent to specified item.

Include complete information on changes to Drawings and Specifications that the proposed substitution will require for its proper installation. Fill in the blanks below:

1. Does the substitution affect dimensions shown on Drawings?

2. What effect does the substitution have on other contractors, trades, or suppliers?

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3. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

4. Manufacturers' guarantees and warranties of the proposed and specified items are:
_____ Same _____ Different. (If different, explain. Attached additional sheet if necessary.)

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, and agrees to the terms of Section 01 62 00, "Product Options."

Submitted by:

Firm

Signature

Name

Address

Telephone: _____

Date: _____

For Use by City of Lafayette:

____ Accepted ____ Accepted as Noted

____ Not Accepted ____ Rec'd Too Late

By: _____

Date: _____

Remarks: _____

END OF DOCUMENT

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DOCUMENT 00 44 00

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS
CITY OF LAFAYETTE**

I, _____, being first duly sworn, depose and say to City of Lafayette ("City") that:

1. I am _____ *[insert title or capacity]* of _____ *[insert entity name]* ("Bidder").
2. I hereby state that I have read and understood the attached Document 00 44 10, "Ethical Standards for Contractors." I have examined appropriate business records, and I have made inquiry of those individuals potentially included within the definition of "Contractor" contained in Document 00 44 10. I have authority to make these representations on my own behalf and on behalf of the legal entity herein identified.
3. Neither (a) Bidder nor (b) any individual(s) belonging to a category identified in footnote no. 1 of Document 00 44 10 has been convicted of any one or more of the crimes identified in Document 00 44 10 within the past five (5) years.
4. Notwithstanding award of any contract by City or performance thereunder, the City shall have all rights and remedies described in Document 00 44 10.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

Name of Firm

Signature

Title

Note: Written evidence of the authority of the person executing this affidavit on behalf of a corporation or any other legal entity, other than a sole proprietorship, shall be attached.

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

END OF DOCUMENT

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DOCUMENT 00 44 10

ETHICAL STANDARDS FOR CONTRACTORS

1. City may, at its sole discretion, terminate any contract with Contractor if any of the following occurs:
 - A. If Contractor¹ does any of the following:
 - i. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - ii. Is convicted of a crime punishable as a felony involving dishonesty;³
 - iii. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or (3) performing a public contract or subcontract;
 - iv. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; or
 - v. Made (or makes) any false statement(s) or representation(s) with respect to the contract; or
 - B. If fraudulent, criminal, or other seriously improper conduct of any officer, director, shareholder, partner, employee, or other individual associated with Contractor can be imputed to Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of Contractor, with Contractor's knowledge, approval or acquiescence, Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
2. City may also terminate any contract with Contractor if any one or more of the following occurs:
 - A. If Contractor becomes "insolvent";⁴
 - B. If City determines that Contractor no longer has the financial capability or business experience including, without limitation, loss of personnel deemed essential by City to perform successfully the terms of, or operate under, any contract with City; or
 - C. If City determines that Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required state issued license, failure to obtain a City business license (if applicable), or failure to purchase and maintain bonds and/or insurance policies required under any contract with City.

¹ For purposes of this document, the term "Contractor" (whether a person or a legal entity) means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; or a person who owns more than ten percent (10%) of the outstanding stock of a corporation and who is active in the day to day operations of that corporation.

² For purposes of this document, the terms "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ For purposes of this document, the term "dishonesty" includes, without limitation, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

⁴ For purposes of this document, Contractor is "insolvent" if it is unable to pay its debts as they become due, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of Contractor's assets.

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3. In the event a prospective Contractor (or Bidder) is ruled ineligible (debarred) to participate in a contract award process, or a contract is terminated pursuant to the these provisions, Contractor may appeal City's action to the Lafayette City Council by filing a written request with the City Clerk within ten (10) calendar days of the notice given by City. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. Contractor shall have the burden of proof on the appeal. Contractor shall have the opportunity to present evidence, both oral and written.

END OF DOCUMENT

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DOCUMENT 00 45 10

SUBCONTRACTORS LIST

In compliance with the Subletting and Subcontracting Fair Practices Act, Sections 4100 through 4114 of the California Public Contract Code, and any amendments thereto, each Bidder shall provide the information requested below for each subcontractor who will perform work, labor or render service to Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5%) of the Bidder's Total Bid Price, and shall further set forth the portion of the Work which will be done by each subcontractor. Bidder shall list only one subcontractor for any one portion of the Work.

Pursuant to Public Contract Code Section 4104, the City has determined that it will not allow Bidders twenty-four (24) additional hours after the deadline for submission of bids to submit the information requested by the City about each subcontractor beyond the name and location of said subcontractor.

If the Bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth below.

Bidder submits the following information as to the subcontractors whom Bidder intends to employ if awarded the Contract.

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference to Contract Items	Subcontractor's License No.	Percent of Contract Work

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DOCUMENT 00 45 17

PRINCIPALS INTERESTED IN THIS BID

THE NAMES OF ALL PERSONS WHO HAVE AN INTEREST IN THIS BID AS PRINCIPALS ARE AS FOLLOWS:

(Note: If Bidder is a corporation, list the names of the President, Secretary, Chief Financial Officer, General Manager thereof. If Bidder is an individual, state first and last name in full.)

Principal's Name:	
Last 4 digits of Social Security Number:	
Mailing Address:	
Office:	

Principal's Name:	
Last 4 digits of Social Security Number:	
Mailing Address:	
Office:	

Principal's Name:	
Last 4 digits of Social Security Number:	
Social Security Number:	
Mailing Address:	
Office:	

Principal's Name:	
Last 4 digits of Social Security Number:	
Mailing Address:	
Office:	

Principal's Name:	
Last 4 digits of Social Security Number:	
Mailing Address:	
Office:	

Note: Attach additional pages if necessary.

END OF DOCUMENT

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DOCUMENT 00 45 19

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].

Name of Firm

Corporate Seal:

Signature

Date

Title

Subscribed and sworn to this _____ day of _____ of 20_____.

NOTARY PUBLIC _____

END OF DOCUMENT

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DOCUMENT 00 51 00

NOTICE OF AWARD

Date: _____

TO: _____

ADDRESS: _____

PROJECT: _____

The Contract Price of your contract is _____ Dollars,
(\$_____).

You must deliver to the City the following within ten (10) calendar days of the date of this Notice of Award. That is, by _____.

1. Two fully executed counterparts of Document 00 52 10, "Agreement."
2. Document 00 61 14, "Construction Performance Bond," and Document 00 61 27, "Construction Labor and Material Payment Bond," executed by you and your surety.
3. Insurance certificates required under Document 00 73 15, "Insurance."
4. Document 00 65 37, "Guaranty," executed by you.
5. Evidence received or generated by you in preparation of bid prices for this contract, as set forth in Document 00 67 00, "Escrow Bid Documents."
6. Schedule of Values as specified in 1.07.B of Section 01 22 10.
7. Information related to the qualified CPM scheduler proposed for this project, as set forth in Document 01 32 10, "Progress Schedules and Reports."

Failure to comply with these conditions within the time specified will entitle City to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited. Within ten (10) calendar days after you comply with these conditions, the City will return to you one fully signed counterpart of the Agreement.

City of Lafayette
A California Municipal Corporation

By: _____

Title: _____

END OF DOCUMENT

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DOCUMENT 00 52 10

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, by and between (Name) _____, ("Contractor"), whose place of business is located at (Address) _____ and City of Lafayette, a California Municipal Corporation ("City") acting under and by virtue of the authority vested in the City by the laws of the State of California.

WHEREAS, the City of Lafayette by its action on the ____ day of _____ awarded to Contractor the following contract: **Lafayette Library & Learning Center (LLLC) – Children's Activity Deck Remodel.**

WHEREAS, Contractor has obtained, and delivers concurrently herewith, Performance and Labor and Material Payment Bonds and evidence of insurance coverage as required by the Contract.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accord with the Plans, Specifications, and all other terms and conditions of the Contract Documents. Contractor shall perform all Work under the Contract Documents with the highest skill and in a professional and workmanlike manner. Contractor represents and maintains that it is skilled and capable to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract.

Article 2. Project Manager

2.1 City has designated the City Engineer, or his designee, as "Project Manager" (also referred to as "Engineer") in the Contract Documents. City may change the individual acting as Engineer at any time with notice and without liability to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time. Contractor shall commence Work under this Contract on the Site on the date when Contract Times commence to run as provided in Document 00 72 00, "General Conditions." City reserves the right to modify or alter the Commencement Date of the work due to the need to complete other City provided work at the Site without limitation. The Work shall be completed finally and in its entirety within **fifty (50) working days** from the date when the Contract Time commences to run as provided in Document 00 72 00, "General Conditions." Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract.

3.2 Liquidated Damages. City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if Work is not completed within the Contract Time specified above, plus any extensions thereof allowed in accordance with the Contract Documents. The provisions of Section 8-10 "Liquidated Damages" of the General Provisions of the City of Lafayette Standard Specifications shall apply in its entirety and as supplemented in other related sections of these Project Specifications.

**LAFAYETTE LIBRARY & LEARNING CENTER (LLLC)
CHILDREN'S ACTIVITY DECK REMODEL
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Article 4. Contract Price

- 4.1 Contractor promises and agrees, as its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work for the construction of **City of Lafayette Project No. 037-9731** necessary to fully and adequately complete the **Lafayette Library & Learning Center – Children's Activity Deck**, including any alternatives selected by the City, and all structures and facilities described in the Contract ("Work"), for a total of _____ DOLLARS and _____ CENTS (\$_____), as specified in the Contract Documents submitted by the Contractor in response to the Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents.

Article 5. Contractor's Representations

In order to induce City to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions of the Site, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has conducted or obtained all examinations, investigations, explorations, tests, studies, and data concerning surface and subsurface conditions and facilities at or contiguous to the site, which it deems necessary to determine its Bid for and total cost to perform the Work, and has correlated its knowledge and the results of all such examinations, investigations, explorations, tests, studies and data with the terms and conditions of the Contract Documents.
- 5.3 Contractor has given City prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as-built and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
- 5.4 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the state of California.
- 5.5 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Article 6. Contract Documents

- 6.1 The Contract Documents for the project shall consist of the Notice Inviting Bids, the Instructions to Bidders, the Bid, the Plans, Project Specifications, reference standards and specifications, and any appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all exhibits, drawings, specifications, addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

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The above documents are an integral part of the Contract Documents. By signing this Contract, Contractor acknowledges that he or she has read, understood and agrees with all of the terms of the Contract Documents. Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of the Contract Documents, and agrees to strictly abide by their meaning and intent.

- 6.2 There are no Contract Documents other than those described above in this Article 6. Document 00 32 00, "Existing Conditions," and the information supplied therein are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 72 00, "General Conditions."

Article 7. Miscellaneous

- 7.1 Any undefined terms used in this Agreement will have the meaning indicated in Specifications Section 01 42 10.
- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of City or acting as an employee or representative of City, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 In entering into a public works contract or a sub-contract to supply goods, services or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the sub-contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.4 Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code. Such rates are available at the City offices or online at <https://www.DIR.CA.GOV> and must be posted at the job site. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.5 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law.
- 7.6 This Agreement and the Contract Documents shall be deemed to have been entered into in the City of Lafayette, Contra Costa County, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the County of Contra Costa. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of this

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contract for the construction of the Project. If, for any reason, the Parties' choice of Contra Costa County as the exclusive venue as set forth herein is held void or unenforceable by a court of competent jurisdiction, or otherwise found invalid, the venue for all suits or litigation hereunder shall be in the County of Alameda, State of California.

- 7.7 In accordance with Section 9201 of the Public Contract Code, City shall provide Contractor with timely notification of the receipt of any third-party claims, relating to the Contract. The City shall recover its reasonable costs incurred in providing Contractor with notification of the third-party claims.
- 7.8 City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above.
- 7.9 If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.
- 7.10 The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. Contractor may not either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of the City.
- 7.11 All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Contractor

Attn: _____

Surety

Attn: _____

City

City of Lafayette
Attention: City Engineer
3675 Mt. Diablo Blvd. #210
Lafayette, CA 94549-1968

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

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IN WITNESS WHEREOF the parties have executed this Agreement in the day and year first above written.

CONTRACTOR: _____
(Name of Firm)

Signature

Title (If Corporation: Chairman, President or Vice President)

Signature

Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

CITY: CITY OF LAFAYETTE, a California Municipal Corporation

City Manager
Niroop Srivatsa

ATTEST:

City Clerk
Joanne Robbins

END OF DOCUMENT

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DOCUMENT 00 55 00

NOTICE TO PROCEED

Date: _____

To: _____

Address: _____

Project: _____

You are notified that the Contract Time under the above contract will commence to run on _____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of Document 00 52 10 Agreement, the date of final completion is _____ .

Before you may start any Work at the site, you must: (conditions if applicable)

CITY OF LAFAYETTE
A California Municipal Corporation

By : _____

Title: _____

END OF DOCUMENT

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DOCUMENT 00 61 14

CONSTRUCTION PERFORMANCE BOND

WHEREAS City of Lafayette, "City" (also herein "Obligee"), has awarded to _____ (hereinafter "Contractor"), a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of the **City of Lafayette Project No. 037-9731, Lafayette Library & Learning Center (LLLC) – Children's Activity Deck Remodel**, in the City of Lafayette, California, and all associated structures and facilities; and

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain contract for said Work dated _____ (hereinafter the "Contract"), hereby incorporated by reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof;

NOW, THEREFORE, we _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto City of Lafayette in the sum of _____ dollars, \$_____, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the said Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations under the Contract; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in the said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event legal action is required to enforce the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements, and other damages.

As a condition precedent to the satisfactory completion of the Contract, unless otherwise provided for therein, the above obligation shall hold good until all duties and obligations under the Contract are fully and faithfully performed, during which time, if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Obligee from loss or damage resulting from or caused by defective materials or faulty workmanship, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Obligee's rights or Contractor's or Surety's obligations under the Contract, law, or equity, including but not limited to California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by Obligee to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or at Obligee's option, shall promptly do one of the following:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents.

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2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents; and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety, and the Oblige, and make available sufficient funds as work progresses to pay the cost of completion of the Project, less the balance of the Contract Price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Oblige under the Contract and any modification thereto, less any amount previously paid by the Oblige to Contractor and any other offsets pursuant to the Contract Documents.

3. Permit the Oblige to complete the Project in any manner consistent with California law and make available sufficient funds as work progresses to pay the cost of completion of the Project, less the balance of the Contract Price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Oblige under the Contract and any modification thereto, less any amount previously paid by the Oblige to Contractor and any other offsets pursuant to the Contract Documents.

Surety expressly agrees that Oblige may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Contractor. Surety shall not utilize Contractor in completing the Project, nor shall Surety accept a bid from Contractor for completion of the Project, without Oblige's express prior written consent, which may be withheld at Oblige's sole discretion.

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

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day of _____, 20____.

Contractor

By: _____
President

Surety

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.
The total amount of premium charged, \$_____.
(The above must be filled in by corporate surety.)

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DOCUMENT 00 61 27

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Lafayette (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20__ has awarded to _____ hereinafter designated as the "Principal," a contract for the work consisting of, but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of the **City of Lafayette Project No. 037-9731, Lafayette Library & Learning Center (LLLC) – Children's Activity Deck Remodel**, in the City of Lafayette, California, and all associated structures and facilities, (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall 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.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant

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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as principal to the within bond; that _____ who signed said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

END OF DOCUMENT

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DOCUMENT 00 65 10

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT is made this ____ day of _____, 20____, by and between (Name) _____, ("Contractor"), whose place of business is located at (Address) _____ and City of Lafayette, a California Municipal Corporation, ("City"), acting under and by virtue of the authority vested in the City by the laws of the State of California.

RECITALS

City and Contractor entered into Contract for: **City of Lafayette Project No. 037-9731, Lafayette Library & Learning Center (LLLC) – Children's Activity Deck Remodel**. The Work under the foregoing Contract has been completed.

Now, therefore, it is mutually agreed between City and Contractor as follows:

AGREEMENT

1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	\$	
Modified Contract Sum	\$	
Payment to Date	\$	
Liquidated Damages	\$	
Payment Due Contractor	\$	

2. Subject to the provisions of this Agreement and Release, City shall forthwith pay to Contractor the sum of _____ Dollars (\$ _____) under the above Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with City as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against City arising from the above Contract, except for the claims described in Paragraph 4. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against City, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6, below.

4. The following claims are disputed ("Disputed Claims") and are specifically excluded from the operation of this Agreement and Release: **[Insert information, including attachment if needed]**

Claim No.	Date Submitted	Description of Claim	Amount of Claim

5. Consistent with California Civil Code Section 8138, the statutory form for Unconditional Waiver and Release Upon Final Payment has been executed and attached hereto.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless City, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted

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against them by any of Contractor's suppliers and/or subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of Contract, except for the Disputed Claims set forth in Paragraph 4, above.

8. Contractor hereby waives the provisions of California Civil Code Section 1542 which provides as follows: "*A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.*"
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of City shall survive completion of the Work or termination of Contract, and execution of this Agreement and Release.

IN WITNESS WHEREOF the parties have executed this Agreement in the date first written above.

CONTRACTOR: _____
(Name of Firm)

Signature

Title (If Corporation: Chairman, President or Vice President)

Signature

Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

CITY: CITY OF LAFAYETTE

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:

Disputed Claims for extras in the amount of \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

END OF DOCUMENT

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DOCUMENT 00 65 37

GUARANTY

TO CITY OF LAFAYETTE, for the Lafayette Library & Learning Center (LLLC) – Children’s Activity Deck Remodel, in Lafayette, CA.

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein. Contractor hereby grants to City for a period of one (1) year following the date of Final Acceptance of the Work by the Lafayette City Council, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Contractor of liability with respect to any express warranties or responsibilities for faulty materials or workmanship. Even though equipment, materials, or any part of the Work required to be provided under the Contract Documents may have been inspected, accepted, and estimated for payment, such action by City shall not relieve Contractor of any of its obligations under the Contract Documents

Should any defect be discovered, or the Work, in whole or in part, be defective due to faulty workmanship, material furnished or methods of installation, or should the Work or any part thereof fail to operate properly as originally intended and in accordance with the Contract Documents due to any of the above causes within one (1) year after date of acceptance, or such longer period specified in the Contract Documents, Contractor shall: (1) upon demand by City, replace any such material and to immediately repair said Work completely without cost to City so that said Work will function successfully as originally contemplated, or (2) reimburse City, upon demand, for its expenses incurred in replacing or repairing said Work to the condition contemplated in the Contract Documents, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs.

Contractor shall make promptly remedy the defect at its own cost within a reasonable period of time upon notification by City; provided, however, that in no event shall such period exceed twenty (20) calendar days from the notice.

All definition of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Document 01 42 10, “References and Definitions.”

The foregoing Guaranty is in addition to any other warranties by Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and by law with respect to Contractor’s duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or by law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

CONTRACTOR:

Corporate Seal:

Name of Firm

Signature

Date

Signature

Date

Title

Title

END OF DOCUMENT

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DOCUMENT 00 67 00

ESCROW BID DOCUMENTS

1. Requirements for Escrow Bid Documents.
 - a. Within fourteen (14) calendar days after the date Contract is awarded, Contractor shall submit to City a set of Escrow Bid Documents as defined in section 2, below. Escrow Bid Documents will be used only in the manner and for the purposes described in this Document 00 67 00.
 - b. Should Contractor fail to make the submission within the allowed time specified, Contractor may be deemed to have failed to enter into the Contract, Contractor shall forfeit the amount of its bid security accompanying Contractor's bid, and City may award the Contract to the next lowest responsive and responsible bidder. Alternatively, City will make no payments until the documents are submitted and approved.

2. Scope of Escrow Bid Documents.
 - a. Contractor shall submit one copy of all documentary information used by Contractor in preparation of bid prices for the Contract Documents, as specified in Paragraphs 5 and 6 of this Document 00 67 00. Contractor's Escrow Bid Documents will be held in escrow as provided in this Document 00 67 00.
 - b. Contractor represents and agrees that the Escrow Bid Documents constitute all written information used in the preparation of its bid. Contractor further represents and agrees that in connection with any resulting charges, claims, disputes, and legal proceedings, Contractor may not introduce or rely on any other written bid preparation information regarding the formulation of its Bid. Contractor also agrees that nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents or render any of the Escrow Bid Documents admissible as evidence in any subsequent legal proceedings. Contractor is advised that the Escrow Bid Documents will only be used as a guide in the resolution of charges, disputes, and claims.

3. Ownership of Escrow Bid Documents.
 - a. The Escrow Bid Documents are, and shall always remain, the property of Contractor, subject to review by City, as provided in this Document 00 67 00.
 - b. If Contractor contends that any Escrow Bid Documents constitute or include trade secrets, Contractor shall so designate each such document as such on its face. City agrees to safeguard such designated Escrow Bid Documents against disclosure, and agrees that it will not disclose any Escrow Bid Documents designated as trade secret without providing Contractor advanced notice and a reasonable opportunity to obtain a protective order with respect to any such documents.

4. Escrow Bid Documents may be used in the determination of price adjustments and change orders and in the settlement of disputes and claims. If used in legal proceedings, Escrow Bid Documents shall be subject to an appropriate protective order limiting their disclosure.

5. Format and Contents of Escrow Bid Documents.
 - a. Contractor shall submit Escrow Bid Documents in their native electronic format as well as in any usual cost-estimating format; a standard format is not required as long as the documents are legible, clear, and reasonably self-explanatory. Contractor shall prepare and submit the Escrow Bid Documents in English.
 - b. City requires Contractor to clearly itemize in the Escrow Bid Documents the estimated costs of performing the work of each bid item contained in the bid schedule, or each major component and system of the project. Contractor should separate bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents

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shall include all subcontractor bids or quotes, supplier bids or quotes, quantity take-offs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by Contractor to arrive at the prices contained in the bid. Escrow Bid Documents shall include costs of scheduled maintenance, depreciation, fleet rental expense discounts and incentives, and similar cost adjustments if used by Contractor to calculate its bid prices. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs and mark-ups as appropriate. Plant and equipment and indirect costs should be detailed in Contractor's usual format. Contractor shall identify its allocation of overhead, indirect costs, contingencies, markup and other items to each bid item.

- c. Contractor shall identify all costs. For work items amounting to less than Ten Thousand Dollars (\$10,000), Contractor may estimate costs without a detailed estimate, provided that Contractor includes applicable labor, equipment, materials and subcontracts, and allocates applicable indirect costs, contingencies and markup.

6. Submittal of Escrow Bid Documents.

- a. The submittal shall be clearly marked on the outside with Contractor's name, date of submittal, project name and the words "Escrow Bid Documents". City will review the Escrow Bid Documents for initial compliance. City has three (3) days after receipt of Bidder's Escrow Bid Documents to demand additional information.
- b. By submitting Escrow Bid Documents, Contractor represents that the material in the Escrow Bid Documents constitutes all the documentary information used in preparation of the bid and that Contractor has personally examined the contents of the Escrow Bid Documents and has found that the documents are complete.
- c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds five percent (5%) of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
- d. If Contractor wishes to subcontract any portion of the work after award, City retains the right to require Contractor to submit Escrow Documents for the subcontractor before approval of the subcontract.

7. Storage, Examination and Final Disposition of Escrow Bid Documents.

- a. The Escrow Bid Documents will be stored in a safe until final completion of work on the Project and full and final resolution of all claims relating thereto, at a mutually agreeable institution within the city limits of the project site. Contractor will pay the cost of storage (if any) for the Escrow Bid Documents until that time.
- b. After the initial review by the City, City and Contractor shall examine the Escrow Bid Documents at any time deemed necessary by either party, to assist in the negotiation of price adjustments, change orders, or the settlement of disputes and claims. Examination of the Escrow Bid Documents is subject to the following:
 - i. As trade secrets, the Escrow Bid Documents are proprietary and confidential under section 3.b. above.
 - ii. City and Contractor (and any subcontractor, to the extent Escrow Bid Documents are required by a subcontractor) shall each designate in writing to the other party two (2) days prior to any examination, representatives who are authorized to examine the Escrow Bid Documents. Except as otherwise provided in a court order, no other person shall have access to the Escrow Documents.
 - iii. Except as otherwise provided in a court order, access to the documents may take

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place only in the presence of duly designated representatives of both City and Contractor. If Contractor fails to designate a representative or appear for joint examination on two (2) days' notice, then City representative may examine the Escrow Bid Documents.

- iv. Following final completion of work on the Project and achievement of final settlement, City shall return those documents to Contractor.

END OF DOCUMENT

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DOCUMENT 00 68 00

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into on _____, 20____, by and between City of Lafayette, a California Municipal Corporation, ("City"), and _____, ("Contractor"), and _____; a state or federally chartered bank in the state of California, ("Escrow Agent").

For the consideration hereinafter set forth, City, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction **Contract No. 037-9731**, entered into between City and Contractor for the **Lafayette Library & Learning Center (LLLC) – Children's Activity Deck Remodel**, in the amount of _____ dated _____, 20____ (the "Contract"). Alternatively, on written request of Contractor, City shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify City within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between City and Contractor. Securities shall be held in name of City and shall designate Contractor as the beneficial owner.
2. City shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When City makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when City pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of City. Such expenses and payment terms shall be determined by City, Contractor and Escrow Agent.
5. Interest earned on securities held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to Escrow Agent that City consents to withdrawal of amount sought to be withdrawn by Contractor.
7. City shall have the right to draw upon the securities in event of default by Contractor. Upon written notice to Escrow Agent from City of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by City.
8. Upon receipt of written notification from City certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and

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charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from City and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of City:

On behalf of Contractor:

Title

Name

Signature

Title

Name

Signature

On behalf of Escrow Agent:

Title

Name

Signature

At the time the Escrow Account is opened, City and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

CONTRACTOR: _____
(Name of Firm)

Signature

Title (If Corporation: Chairman, President or Vice President)

Signature

Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

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CITY: CITY OF LAFAYETTE

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ESCROW AGENT:

Signature

Name

Title

END OF DOCUMENT

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DOCUMENT 00 72 00

GENERAL CONDITIONS

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PART 1. GENERAL

A. DOCUMENTS

1. Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Architect and Contractor; (2) City and/or its representatives and a subcontractor, sub-sub-contractor or supplier of any Project labor, materials or equipment; or (3) between any persons or entities other than City and Contractor. City shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (2) above, and each such agreement shall so provide. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work, labor, materials or equipment under a direct or indirect contract with Contractor.

B. EXERCISE OF CONTRACT RESPONSIBILITIES

1. In exercising its responsibilities and authorities under Contract Documents, City does not assume any duties or responsibilities to any subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's subcontractors or suppliers.

C. DEFINED TERMS. All definitions of terms used and not otherwise defined in these General Conditions are set forth in Specifications Section 01 42 10, "References and Definitions."

PART 2. BIDDING

A. INVESTIGATION PRIOR TO BIDDING

1. Prior to bidding, Bidders must perform the work, investigations, research and analysis required by Article 5 of Document 00 52 10, "Agreement." Under Contract Documents, Contractor is charged with all information and knowledge that a reasonable bidder would ascertain from having performed the required work, investigations, research and analysis. Bid prices must include entire cost of all work incidental to completion of the contract, as that term is defined in Part 5 of this Document 00 72 00.

B. SUBCONTRACTORS

1. Contractor shall not substitute any other person or firm in place of any subcontractor listed in the Bid, except in accordance with Public Contract Code Sections 4101 et seq. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without City's written approval. At City's request, Contractor shall provide City with a complete copy of all executed subcontracts or final commercial agreements with subcontractors and/or suppliers.
2. Subcontract agreements must preserve and protect the rights of City under Contract Documents so that subcontracting will not prejudice such rights. To the extent of the work to be performed by a subcontractor, Contractor must require the subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward City under Contract Documents. Contractor must provide for the assignment of all rights any subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the work performed by the subcontractor under Contract Documents.
3. In accordance with the provisions of the Labor Code, contractors or subcontractors may not

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perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Code. Any contract on a public works project entered into between a contractor and an unlicensed or debarred subcontractor is void as a matter of law. An unlicensed or debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to an unlicensed or debarred subcontractor by Contractor for the Project shall be returned to City. Contractor shall be responsible for the payment of wages to workers of an unlicensed or debarred subcontractor who has been allowed to work on the Project.

PART 3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK

A. AWARD OF CONTRACT

1. Section 3-1 of the General Provisions of the Standards Specifications shall apply.
2. Apparent Low Bidder must execute and submit the following documents to City by 5 p.m. of the tenth (10th) calendar day following NOTICE OF AWARD. Apparent Low Bidder's failure to submit these documents properly and timely entitles City to reject the Bid as non-responsive, foreclose on bid security, and proceed to the next low, responsible, responsive bidder.
 - a. Document 00 52 10, "Agreement," executed by Bidder. Submit two (2) copies, each bearing an original signature.
 - b. Document 00 61 14, "Construction Performance Bond" and Document 00 61 27, "Construction Labor and Material Payment Bond," executed by Bidder and surety.
 - c. Insurance Certificates and Endorsements required by Document 00 73 15, "Insurance."
 - d. Documentary information received or generated by Bidder in preparation of Bid prices for its Bid, as set forth in Document 00 67 00, "Escrow Bid Documents."
 - e. The Guaranty in the form set forth in Document 00 65 37, "Guaranty."
 - f. Schedule of Values as specified in Division 01 Section 01 22 10.
3. City shall have the right to communicate directly with Apparent Low Bidder's proposed performance and labor and material payment bond surety, to confirm the performance bond. City may elect in its sole discretion to extend the time to receive faithful performance and labor and material bonds.
4. City will furnish one reproducible set of contract plans and specifications. Production of additional sets for the Contractor's needs shall be at his expense.
5. City is not obligated to award Bid Alternate items, if any, at the time of award of contract for the Base Bid. City reserves the right to authorize Contractor to perform the work specified in Bid Alternates at the prices indicated on the Bid Form by issuing a change order subsequent to the award of contract.

B. COMMENCEMENT OF WORK

1. The Contract Time will commence to toll upon the issuance of the Notice of Award, or on the day indicated in the Notice to Proceed. City may give a Notice to Proceed at any time within thirty (30) days after the Notice of Award. Contractor shall not perform any Work at the Site

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prior to the date on which the Contract Times commence to run.

C. WORKING HOURS

1. Section 8-8 of the General Provisions of the Standard Specifications are applicable, except working hours shall be 8:00 a.m. to 4:30 p.m. Monday through Friday.
2. Material deliveries will be allowed between the hours of 7:00 a.m. and 9:00 a.m., M-F with prior authorizations. Request for authorization must be made at least two (2) working days prior to the delivery date.
3. After the contract time begins counting, a contract working day is defined as any day except Saturdays, Sundays, and City of Lafayette holidays.

PART 4. BONDS AND INSURANCE

A. BONDS

1. Within ten (10) calendar days following Notice of Award of Contract, Contractor shall file with City the following bonds:
 - a. Corporate surety bond, in the form of Document 00 61 14, "Construction Performance Bond," in the sum equal to 100% of the total contract price, to guarantee faithful performance of Contract Documents; and
 - b. Corporate surety bond, in the form of Document 00 61 27, "Construction Labor and Material Payment Bond," in the sum equal to 100% of the total contract price, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of the Work.
2. Sureties must be satisfactory to City. Corporate sureties on these bonds and on bonds accompanying Bids must be duly licensed and admitted to do business in the State of California and must have an A.M. Best Company financial rating of A:VIII or better.

B. INSURANCE. Provisions of Document 00 73 15, "Insurance," shall apply.

PART 5. DRAWINGS AND SPECIFICATIONS

A. INTENT

1. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, and furnish any materials or equipment, that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe Work, materials or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards
2. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage,

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testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Sections of Specifications and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the work to be performed by any specific trade.

3. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 01 of Specifications. Contractor shall perform incidental work without extra cost to City. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in the bid price and Contract Sum.

B. DRAWING DETAILS

1. A typical or representative detail on drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Engineer. Repetitive features shown in outline on drawings shall be in exact accordance with corresponding features completely shown.
2. Where details are not shown, Contractor shall rely on the knowledge, qualification, and experience of the trade, which is a prerequisite of entering into this Contract, to complete the work in a legal, functional, and satisfactory manner that is consistent with the intent of the Drawings and Specifications and the highest quality standard of the industry. City reserves its sole discretion to clarify and confirm Contractor's interpretation of the intent and standard. Details not shown do not constitute the intended installation's being outside the scope of Work.

C. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

1. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale drawings for measurements. Contractor shall promptly report to City, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from City before proceeding with any Work affected thereby.
2. Contractor shall be responsible for the coordination of Work. Such coordination shall include, without limitation, the coordination of Drawings and prosecution of Work to avoid inefficiencies, stacking of trades, or any other delay to the completion of Work.
3. Section 4-2 and 5-5 of the General Provisions of the Standard Specifications shall apply.

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D. STANDARDS TO APPLY WHERE SPECIFICATIONS ARE NOT FURNISHED

1. The following general specifications shall apply wherever in the Specifications, or in any directions given by City in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 01 42 10, "References and Definitions," for first-class work of the kind required. Contractor shall specify in writing to City the materials to be used or work to be performed under this paragraph ten (10) business days prior to furnishing such materials or performing such work.

E. DEVIATION FROM SPECIFICATIONS AND DRAWINGS

1. Contractor must perform work in accord with Drawings and Specifications. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon City's written approval of the proposed deviation. City's review or approval of Contractor's shop drawings or other submittals does not constitute and shall not be deemed to be approval of any deviation from the Drawings and Specifications unless expressly noted otherwise by City. Contractor is solely responsible for compliance with the Contract Documents. City's failure to detect non-compliance in Contractor's shop drawings and submittals shall not be construed as approval of said non-compliance, nor shall it relieve Contractor of its responsibility for compliance.
2. City may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering work affected by variations of locations, lines or grades, all changes in Contract Documents will be made as set forth in Part 14 of this Document 00 72 00 and Section 01 25 10, "Modification Procedures."

F. PRECEDENCE OF DOCUMENTS

1. In the case of discrepancy or ambiguity in Contract Documents, the following order of precedence shall prevail: (a) Change Orders or Work Change Directives; (b) Modifications and addenda in inverse chronological order, and in the same order as specific portions they are modifying; (c) Project Drawings and Specifications; (d) City of Lafayette Standard Specifications; (e) Any referenced specifications; (f) Shop Drawings and Submittals (See Paragraph E.1 above).
2. Written numbers supersede over figures, unless obviously incorrect. Figured dimensions supersede over scaled dimensions. Large-scale drawings supersede over small-scale drawings. **Any conflict between Drawings and Specifications will be resolved to favor the product or result of higher quality or cost and more stringent requirement, or the intended product or result as interpreted by the City based on the documents, surrounding conditions, and industry best practices.**

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3. When there is any conflict between a bill or list of materials shown in Contract Documents and the actual quantities required to complete Work required by Contract Documents, the actual quantities shall take precedence.

G. OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS

1. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of City. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

PART 6. NOT USED

PART 7. CITY AUTHORITY

A. CITY'S REPRESENTATIVES

1. City's designated authorized representative is the Engineer, who shall have authority to act on behalf of City as set forth in Contract Documents. Except as otherwise provided in these Contract Documents, City shall issue all communications to Contractor through the Engineer and Contractor shall issue all communications to City through the Engineer in a written document delivered to City. There shall be no communications between Contractor and Architect, or any other personnel perceived to represent the City without the knowledge of the Engineer. Contractor shall not take direction from any person except the Engineer, and shall be solely responsible for all consequences of his actions as a result of following directions from persons other than the Engineer.

B. MEANS AND METHODS OF CONSTRUCTION

1. Section 5-16 of the General Provisions of the Standard Specifications shall apply.
2. Subject to those rights specifically reserved in Contract Documents, City shall not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. City shall not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

PART 8. CONTROL OF THE WORK

A. SUPERVISION OF WORK BY CONTRACTOR

1. Section 6-17 of the General Provisions of the Standard Specifications shall apply.
2. Contractor shall supervise, inspect and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction materials, means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the work, including completed work until final acceptance. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
3. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without City's express written consent. Section 5-8

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of the General Provisions of the Standard Specifications shall apply.

B. OBSERVATION OF WORK BY CITY

1. Work shall be performed under City's general observation and administration. Contractor shall comply with City's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under Contract Documents. City's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
2. Architect and other design professionals will advise and consult with City, but will have no authority to act on behalf of City.

C. ACCESS TO WORK

1. During performance of Work, City and its agents, consultants, and employees may at any time enter upon Work, shops where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as City's interests may require. Other contractors performing work for City may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in Contract Documents, Contractor shall have sole care, custody and control of the Site and its work areas.

D. EXISTING UTILITIES

1. Section 7 of the General Provisions of the Standard Specifications shall apply.
2. At no additional cost to City, Contractor must incorporate into the work the maintenance and continuous operation of utility services to the existing building during the building's hours of operation. This may include main or trunkline utilities and other utilities or underground structures known or reasonably discernible and that will remain in service, including minor adjustments to design location or minor relocations of the existing installations. Contractor must take immediate action to restore any in service installations damaged by Contractor's operations. Should City determine that Contractor has not responded in a timely manner or not diligently pursued completion of the work, City may restore service and deduct the costs of such action by City from the amounts due under the Contract.
3. Nothing in these General Conditions shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities Contractor shall immediately secure all available information and notify City and utility, in writing, of its discovery while performing the Work under the Contract Documents of any utility facilities not identified in the Drawings and Specifications.
4. The amount of utility service consumed by Contractor shall be charged to or paid for by Contractor at the prevailing rates charged to City. Contractor's failure to pay shall result in City deducting the subject amount from any contract payment due to Contractor.

PART 9. WARRANTIES, GUARANTY AND INSPECTION OF WORK

A. WARRANTY AND GUARANTY

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1. All provisions in Document 00 65 37, "Guaranty," shall apply.
2. Contractor further represents and warrants that it is and will be at all times fully qualified and capable of performing every phase of Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction work and construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use; and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents.
3. Contractor represents and warrants that he, his employees and subcontractors, and their employees shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and City requirements applicable to the work.
4. Contractor represents and warrants that it has studied carefully all requirements of the specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in this contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed project in full compliance with the contract requirements.
5. Extended Guarantees: Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply City with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
6. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph 9.A are effective continuously during Contractor's work on the Project and following cessation of labor for any reason, including but not limited to, Project completion. Contractor covenants, warrants and represents to City that:
 - a. To Contractor's knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or asbestos-containing materials were discovered, Contractor made immediate written disclosure to City.
 - b. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCB's are or were located on the Project at any time during Contractor's construction thereof.
 - c. To Contractor's knowledge after due inquiry, no hazardous materials or toxic substances or storage containers therefor are or were located on the Project at any time during Contractor's construction thereof, excepting those used in a manner that both (i) does not

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violate, or require reporting or disclosure under any environmental or other applicable law, and (ii) is consistent with best practices for completing Contractor's Work under the Contract Documents. If any such uses or installations were discovered, Contractor shall make immediate written disclosure to City.

Contractor shall bear sole and complete responsibility and liability for any and all hazardous materials or toxic substances incorporated into the Project, whether permitted under this Section or not, and shall defend, indemnify, and hold City harmless from and against any claims, demands, damages, losses, or liabilities arising out of or relating to hazardous materials or toxic substances incorporated into the Project as set forth in Part 13 of this Document.

- d. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for, any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide City with copies thereof.

7. Warranty Retention: Will not apply for this Contract.

B. INSPECTION OF WORK

1. All materials, equipment and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by City, its agents, or independent contractors retained by City to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, City shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.
2. Contractor shall give City timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
3. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish City with the required certificates of inspection, or approval. City shall pay the cost of initial testing and Contractor shall pay all costs in connection with any follow up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mixed designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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4. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of City, Contractor must uncover the Work at City's request. Contractor shall bear the expense of uncovering Work and replacing Work.
5. In any case where Contractor covers Work contrary to City's request, Contractor must uncover Work for City's observation or inspection at City's request. Contractor shall bear the cost of uncovering Work.
6. Whenever required by City, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, City, in manner herein prescribed for paying for alterations, modifications and extra work, except as otherwise herein specified, will pay for examination.
7. Inspection of the Work by or on behalf of City, or its failure to do so, shall not be deemed a waiver or approval of any non-conforming aspect of the Work.

C. CORRECTION OF DEFECTIVE WORK

1. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents in a timely manner, City may order Contractor to replace any defective Work, or stop any portion of Work to permit City (at Contractor's expense) to replace such defective work. These City rights are entirely discretionary on the part of the City and shall not give rise to any duty on the part of City to exercise the rights for the benefit of Contractor or any other party.
2. City may direct Contractor to correct any defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal.
3. City's rights under this paragraph 9.C shall be in addition to any other rights it may have under Contract Documents. Where Contractor fails to correct defective work City shall have all rights and remedies granted by law.
4. Correction Period: If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
5. Where defective or rejected Work (and damage to other work resulting therefrom) has been

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corrected, removed or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. ACCEPTANCE AND CORRECTION OF DEFECTIVE WORK BY CITY

1. City may accept defective Work. Contractor shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective Work. If City accepts any defective work prior to final payment, a Change Order will be issued incorporating the necessary revisions in Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, City may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the defective work. If Contractor disagrees with City's calculations, it may make a claim as provided in Part 12 of this Document 00 72 00. If City accepts any defective work after final payment, Contractor shall pay to City an appropriate amount as determined by City.
2. City may correct and remedy deficiency if, after seven (7) calendar days written notice to Contractor, Contractor fails to correct defective Work or to remove and replace rejected Work in accordance with Paragraph 9.C of these General Conditions; or provide a plan for correction of defective Work acceptable to City; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of Work and suspend Contractor's work related thereto, take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in Work any materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City, its representatives, agents, employees, and other contractors and Architect's consultants access to the Site to enable City to exercise the rights and remedies under this Paragraph 9.D. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by City in exercising such rights and remedies.

E. RIGHTS UPON INSPECTION OR CORRECTION

1. Contractor shall not be allowed an extension of Contract Times because of any delay in the performance of Work attributable to the exercise by City of its rights and remedies under this Paragraph 9 of these General Conditions. Where City exercises its rights under this Paragraph 9, it retains all other rights it has by law or under Contract Documents, including but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents and/or make a claim or backcharge where a Change Order cannot be agreed upon.
2. Inspection shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for work completed through periodic progress payments or otherwise shall not operate to waive City's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless City agrees otherwise in writing.

F. SAMPLES AND TESTS OF MATERIALS AND WORK

1. Section 5-14 of the General Provisions of the Standard Specifications shall apply. Contractor

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shall furnish and prepare samples or test specimens at its expense.

G. PROOF OF COMPLIANCE OF CONTRACT PROVISIONS

1. In order that City may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time when requested submit to City properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

H. ACCEPTANCE

1. Inspection by City or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by City, any extension of time, any verbal statements on behalf of City or its authorized agents or representatives shall not operate as a waiver or modification of any provisions of Contract Documents, or of any power reserved to City herein or therein or any right to damages provided in Contract Documents. Any waiver of any breach of Contract Documents shall not be held to be a waiver of any other subsequent breach.

PART 10. CONTRACTOR'S ORGANIZATION AND EQUIPMENT

A. CONTRACTOR'S LEGAL ADDRESS

1. Address, email, and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number.

B. NOT USED.

C. PROFICIENCY IN ENGLISH

1. Any person employed or associated with the Contractor in any way under this contract, and who have unescorted access to the Site, must possess proficiency in the English language in order to read drawings and specifications and to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

D. CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES

1. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. Contractor's attention is directed to Section 5-10, "Character of Workmen," of the General Provisions of the Standard Specifications.

E. CONTRACTOR TO SUPPLY SUFFICIENT WORKERS AND MATERIALS

1. Unless otherwise required by City under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work, including punch list work, within the Contract Times. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
2. At any time during progress of Work should Contractor directly or indirectly (through subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified

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workers to prosecute the Work as required, including completion of the punch list, City may notify Contractor to accelerate the Work and/or furnish additional qualified workers or materials as City may consider necessary, at no cost to City. If Contractor does not comply with the notice within three (3) business days of date of service thereof, City shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as City may elect. City shall deduct from monies due or which may thereafter become due under Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. City shall deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of City from claims of others.

3. Exercise by City of the rights conferred upon them in Paragraph 10.E.2 above, is entirely discretionary on the part of City. City shall have no duty or obligation to exercise the rights referred to in Paragraph 10.E.2 of these General Conditions and its failure to exercise such rights shall not be deemed an approval of existing work progress or a waiver or limitation of City's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon City under Paragraph 10.E.2 above are cumulative to City's other rights under provisions of the Contract Documents.

F. CONTRACTOR'S USE OF THE SITE

1. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between City and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy City or City-owned property outside the limit of the work as shown on Drawings unless it obtains prior approval from City. Contractor shall not use the Lafayette Library & Learning Center's parking lot or parking structure.
2. Contractor's staging and storage of people, equipment, and materials of any kind on the Project Site is subject to prior approval by the Engineer. Contractor acknowledges that he is aware of the Work Site being a part of the Lafayette Library & Learning Center with on-going programs and operations for the entire duration of Work. Contractor shall accommodate said programs and operations in his prosecution of the Contract, including preserving safe public access and ensuring that construction crew, materials, equipment, and activities do not interfere with these programs and operations. Contractor shall not be entitled to claims of inconvenience, delay, increased overhead, or loss of production of any kind as a result of said accommodation.

G. CONTRACTOR SHALL LIST TRADES WORKING

1. Contractor shall report the trades working on the site and their scheduled activities on a daily basis to the inspector and Engineer no later than 9 a.m. of the following morning.

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PART 11. PROSECUTION AND PROGRESS OF THE WORK

A. LINES AND GRADES

1. Contractor shall verify the grades shown on Drawings with existing grades in a manner consistent with prudent construction industry standards and notify the Engineer of any discrepancies before proceeding with the Work. Unless directed otherwise by the Engineer, Contractor shall do Work to lines and grades established by Contractor at Contractor's expense. Contractor shall not willfully construct any work that appears to conflict with the intent of the Contract Documents or commonly accepted industry standards.
2. No direct payment will be made for Contractor's cost of any Work or delay occasioned by establishing or checking lines and grades or making other measurements, or by inspection, and no extension of time will be allowed for such delays.
3. At City's request, Contractor shall, without charge, provide workers from Contractor's force, and tools and materials, to assist City temporarily in making measurements and surveys and in establishing temporary or permanent reference marks. At times it may be necessary to discontinue portions of Contractor's work in order for City to make measurements or surveys without interruptions or other interference that might impair accuracy of results. At any time, on City's request, Contractor shall discontinue work to such extent as may be necessary for City's purposes.
4. The City reserves the right to make adjustments in design lines and grades to accommodate field conditions as determined by the Engineer. To the extent that these adjustments do not change the overall scope of the Work or the schedule thereof, Contractor shall have no grounds for any claims of inconvenience, delay, loss of production, or extra work of any kind.

B. COST DATA

1. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide City with this information as requested. If contractor maintains summaries or reports comparing actual project costs with bid estimates or budgets, it shall provide City with a copy of such report whenever it is generated.
2. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on site, work activities, problems encountered and delays. Each worker shall be identified by name and employer. Contractor shall provide City with copies each day. Contractor shall take weekly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with subcontractors and records of meetings with subcontractors.
3. City shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records), and to inspect the Site, including Contractor's trailer, or other job site office, and this requirement shall be contained in the subcontracts of subcontractors working on site. By way of example, City shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents subject to Document 00 67 00, "Escrow Bid Documents," cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. City, State Auditor General and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Paragraph 11.B at any time

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during the Project and for a period of five years following Substantial Completion. This right of inspection shall not relieve Contractor of its duties and obligations under Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in Contract Documents. All data audited or provided during an audit shall be provided in its native format.

4. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Field Directions, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents, together with all approved samples and a counterpart of all approved shop drawings, shall be maintained and available to City for reference. Upon completion of the Work, Contractor shall deliver to City the Record Documents, samples and shop drawings and as-built drawings.
5. The City shall not process any progress payment requests without the timely submittals as specified in these General Conditions.

PART 12. CLAIMS BY CONTRACTOR

A. GENERAL

1. Contract Interpretation Disputes: Should it appear to Contractor that Work to be performed or any of the matters relative to Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of Contract Documents, Contractor shall give written notice to City. Contractor shall bear all costs incurred in giving notice. City shall render a determination regarding the issue, and its decision shall be considered final. City shall have the right but not the obligation to affirm or disaffirm the Architect's interpretation of Drawings or Specifications (if any) and City's decision to affirm or disaffirm shall be final. If Contractor disagrees with City's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Part 12 of these General Conditions. Contractor shall diligently prosecute the Disputed Work (as defined below) to Final Completion pending resolution of any claim.
2. Work Disputes: Contractor shall give written notice to City of any dispute arising under Contract Documents respecting the true value of any Work performed, the implementation of Work required by Contract Documents, any Work omitted, any extra Work that Contractor may be required to perform or time extensions, respecting the size of any payment to Contractor during the performance of Contract Documents, or of compliance with Contract Documents procedures. City shall render a determination regarding the issue, and its decision shall be considered final. If Contractor disagrees with City's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Part 12 of these General Conditions. Pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work to Final Completion.
3. The claim notice and documentation procedure described in this Part 12 applies to all claims and disputes arising under Contract Documents, including without limitation any claim or dispute by any subcontractor or material supplier. All subcontractor and supplier claims of any type shall be brought only through Contractor as provided in Part 12 of these General Conditions. Under no circumstances shall any subcontractor or supplier make any direct claim against City.
4. "Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under Part 12 of these

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5. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim under Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under Contract Documents by submitting a separate claim in compliance with claim submission requirements.
6. The provisions of this Part 12 of these General Conditions survive termination or completion of Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim. Claim notice provisions of this Part 12 shall not relieve Contractor from providing other claim notices required by law.

B. PROCEDURE

1. Should any clarification, determination, action or inaction by City, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money for any reason (collectively "Disputed Work"), then Contractor and City shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven (7) calendar days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor must file a written notice, cost, and schedule proposal for the Disputed Work with City stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Contract Documents. If a written notice, cost, and schedule proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this Paragraph, Contractor shall waive its rights to further claim on the specific issue.
2. City will review Contractor's timely notice and cost and schedule proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees or still considers the Work required to be outside of the requirements of Contract Documents, it shall so notify City within seven (7) calendar days after receiving the decision by submitting a notice of potential claim, stating that a formal claim will be issued. Within thirty (30) calendar days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in Contractor waiving its right to the subject claim. If Disputed Work persists longer than thirty (30) days, then Contractor shall, every thirty (30) days until the Disputed Work ceases, submit to City a document titled "Claim Update" which shall update and quantify all elements of the claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every thirty (30) days shall result in waiver of the claim for that thirty (30) day period. Claims or Claim Updates stating that damages, total damages (direct and indirect) and/or any time extension will be determined at a later date shall not comply with this Paragraph and shall result in Contractor waiving its claim(s).
3. Within thirty (30) days of receipt of Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, City or its designee will review the issue and render a final determination. If Contractor's claims submitted in accordance with this Part 12 at project completion total less than \$375,000, then claims resolution shall proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract

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Code.

4. Claims shall be calculated in the same manner as Change Orders per Section 01 25 10, "Modification Procedures". Except where provided by law, or elsewhere in these contract documents (if applicable), city shall not be liable for special or consequential damages, and contractor shall not include them in its claims. Contractor shall be limited in its recovery on claims to the change order calculations set forth in section 01 25 10, "Modification Procedures".

C. CLAIM FORMAT

1. Contractor shall submit as part of its claim justification no less than the information and data described in Section 10-3.1 of the General Provisions of the Standard Specifications. Said claim shall be accompanied by a certificate as specified in Section 10-3.3 of the General Provisions of the Standard Specifications.

D. EXCLUSIVE REMEDY

1. Contractor's performance of its duties and obligations specified in Part 12 of these General Conditions and submission of a claim as provided in Part 12 is Contractor's sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms or other contractual, equitable, or tort relief arising from Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or Contract Documents, negligence or strict liability by City, its representatives, consultants or agents, or the transfer of Work or the Project to City for any reason whatsoever. Contractor waives all claims of waiver, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Compliance with the notice and claim submission procedures described in Part 12 is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. No claim or issues not raised in a timely protest and timely claim submitted under this Part 12 may be asserted in any Government Code Claim, subsequent litigation, or legal action. City shall not have deemed to waive any provision under Part 12, if at City's sole discretion, a claim is accepted in a manner not in accordance with Part 12.

E. CLAIM RESOLUTION

1. Section 10-3.4.1 and 10-4 of the General Provisions of the Standard Specifications shall apply for submitted claims less than \$50,000. For submitted claims more than \$50,000 but less than \$375,000, then claims resolution shall proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code.
2. All claims not subject to the claim resolution procedures set forth in said sections shall be subject to litigation unless otherwise agreed to. As a condition precedent to the filing and prosecution of litigation, the claim must first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties, and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

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PART 13. LEGAL AND MISCELLANEOUS

A. LAWS AND REGULATIONS

1. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting Contract Documents, Work and persons connected with Work, and shall protect and indemnify City and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
2. Whenever Drawings and Specifications require large sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something which will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

B. PERMITS AND TAXES

1. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. City will pay applicable building permit fees only, except as otherwise provided in Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Price.

C. INDEMNIFICATION

1. To the fullest extent allowed by law, Contractor shall defend (with Counsel of City's choosing), indemnify and hold the City, its elected officials, directors, officers, employees, agents and authorized volunteers free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, at law or in equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with Counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its elected officials, officers, employees, agents and authorized volunteers. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its elected officials, officers, employees, agents and authorized volunteers in any such suit, action or other legal proceeding. Contractor shall reimburse City, its elected officials, officers, employees, agents and authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

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D. NOTICE OF CONCEALED OR UNKNOWN CONDITIONS

1. If either of the following conditions is encountered at Site, Contractor shall give written notice to City promptly before conditions are disturbed (except in an emergency as required by Paragraph 16.D of these General Conditions), and in no event later than seven (7) days after first observance of (a) Latent physical conditions which differ materially from those indicated in Contract Documents; (b) Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in Contract Documents.
2. In response to Contractor's written notice under Paragraph 13.D of these General Conditions, City will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, City will issue a Change Order under the procedures described in Contract Documents. If City determines that physical conditions at the Site are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of Contract Documents is justified, City shall so notify Contractor in writing, stating reasons. If City and Contractor do not agree on an adjustment in Contract Sum or Contract Times, Contractor shall proceed with the Work as directed by City and may file a claim as provided in Part 12 of these General Conditions.
3. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Times regarding claimed Latent or materially different Site conditions if (a) Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or (b) Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, including without limitation Paragraph 13.D of these General Conditions; or (c) the information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions of the kind that Paragraph 13.D precludes reliance upon; or (d) Contractor was required to give written notice under Paragraph 13.D and failed to do so within the time required.
4. If City and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Times required under this Paragraph, Contractor shall proceed with the Work as directed by City and may make a claim as provided in Part 12 of these General Conditions.
5. In the event the City exercises its rights to decide disputed issues pertaining to changed work, as set forth above, then the resulting Change Order shall be effective when signed by the City and notwithstanding the fact that the Contractor has not signed it.
6. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data, including but not limited to, Document 00 32 00, "Existing Conditions".

E. NOTICE OF HAZARDOUS WASTE OR MATERIALS CONDITIONS

1. Notice by Contractor shall be given in writing to City promptly, before any of the following conditions are disturbed (except in an emergency as required by Paragraph 16.D below), and in no event later than 24 hours after first observance, of any (a) material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs,

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petroleum and related hydrocarbons, and radioactive material) 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) other material which may present a substantial danger to persons or property exposed thereto in connection with Work at the Site.

2. Except as otherwise provided in Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous waste or hazardous material where such matter is disturbed or observed as part of the scope of Work under Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under Contract Documents), where Contractor complies with all requirements in Contract Documents and applicable law respecting such materials.
3. Contractor's written notice under Paragraph 13.E.1 above shall indicate whether the hazardous waste or material was shown or indicated in Contract Documents to be within the scope of Work, and whether the hazardous waste or material was brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this paragraph, "hazardous materials" shall include asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material and as defined in Health and Safety Code section 25117.
4. Contractor shall not be entitled to any adjustment in the Contract Sum or Times regarding claimed hazardous waste or materials if (1) Contractor knew of the existence of such hazardous material or hazardous waste at the time Contractor submitted its bid; or (2) Contractor should have known of the existence of such hazardous material or hazardous waste as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies and data concerning the conditions at or contiguous to the Site prior to submitting its Bid.
5. If City determines that conditions do not involve hazardous waste or hazardous materials or that no change in Contract Document terms is justified, City shall notify Contractor in writing, stating the reasons for its determination. If City and Contractor cannot agree on an adjustment in Contract Sum or Contract Times, Contractor shall proceed with the Work and as directed by City and may file a claim as provided in Part 12 of these General Conditions.
6. If Contractor does not agree to resume work based on a reasonable belief that it is unsafe, or does not agree to resume work under special conditions, City may order the disputed portion of work deleted from the Work, or performed by others, or City may invoke its right to terminate Contractor's right to proceed under Contract Documents in whole or in part. If Contractor does not agree with City's determination of any adjustment in the Contract Sum or Times as a result, Contractor may make a claim as provided in Part 12 of these General Conditions.
7. Contractor is directed to Part 9, Section A.6 of this Document 00 72 00.

F. SUSPENSION OF WORK

1. City may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as City may determine. An adjustment shall be made for increases in cost of performance of Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Document 01 25 10. No adjustment shall be made to extent: (a) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

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(b) that an equitable adjustment is made or denied under another provision of Contract Documents; or (c) that the suspension of work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Part 12 herein.

G. TERMINATION OF CONTRACT FOR CAUSE

1. Contractor shall be in default of Contract Documents and City may terminate Contractor's right to proceed under all or any part of Contract Documents, for cause:
 - a. Should Contractor make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged bankrupt or insolvent, be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, filing any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or
 - b. Should Contractor commit a material breach of Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from City to Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of 10 calendar days, Contractor must provide City within the 10 day period with a written plan acceptable to City to cure said breach, and then diligently commence and continue such cure according to the written plan); or
 - c. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental City applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten (10) days of the date of the notice from City to Contractor demanding such cure; or, if such violation is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of 10 calendar days, Contractor must provide City within the 10 day period with a written plan to cure said violation acceptable to City, and then diligently commence and continue performance of such cure according to the written plan.); or
 - d. Should any material representation, warranty, declaration, certification or other statements made by Contractor in any Bidding Document or otherwise to City in connection with Contractor's obtaining or performing this Contract prove to be materially incorrect when made, or should Contractor materially breach any material agreement made in any Bidding Document.
2. If City at any time reasonably believes that Contractor is or may be in default under Contract Documents, as defined above, City may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents

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which City may advise Contractor of in writing. Failure of Contractor to provide such written assurances of performance and the required written plan, within ten (10) calendar days of demand, will constitute a material breach of Contract Documents sufficient to justify termination for cause.

3. In event of termination for cause, City shall immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 00 61 14 Construction Performance Bond. Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), City may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.
4. In the event of termination by City as provided in Paragraph 13.G.1 above for cause,
 - a. City shall compensate Contractor for the value of the Work delivered to City upon termination as determined in accordance with Contract Documents, subject to all rights of offset and backcharges, and provided that Contractor provides City with updated as-builts and Project record documents showing the Work performed up to the date of termination. However, City shall not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties. City may use the Escrow Bid Documents and Schedule of Values to determine the value of the Work delivered. City's determination is final.
 - b. Contractor shall deliver to City possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of Contract Documents. The provisions of this Paragraph shall not be interpreted to diminish any right which City may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate City for all loss, cost, damage, expense, and/or liability suffered by City as a result of such termination and failure to comply with Contract Documents.
 - c. City shall, to the extent applicable, have all other rights and remedies set forth in any Bidding Document.
5. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with the provisions of Contract Documents on claims and calculated in accordance with the provisions of Contract Documents on Change Orders and claims. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

H. TERMINATION OF CONTRACT FOR CONVENIENCE

1. City may terminate performance of the Work under Contract Documents in accordance with this clause in whole, or from time to time in part, whenever City shall determine that

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termination is in City's best interest. Termination shall be effected by City delivering to Contractor notice of termination specifying the extent to which performance of the Work under Contract Documents is terminated, and the effective date of the termination.

2. After receiving a notice of termination under Paragraph 13.H.1 above, and except as otherwise directed by City, Contractor shall:
 - a. Stop Work under Contract Documents on date and to extent specified in notice of termination;
 - b. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under Contract Documents which is not terminated;
 - c. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
 - d. Assign to City in manner, at times, and to extent directed by City, all right, title, and interest of Contractor under orders and subcontracts so terminated. City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 - e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of City to extent City may require. City's approval or ratification shall be final for purposes of this Paragraph;
 - f. Transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to City;
 - g. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that City directs or authorizes, any property of types referred to in Paragraph 13.H.2.f. above, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by City. Proceeds of transfer or disposition shall be applied to reduce payments to be made by City to Contractor under Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as City may direct;
 - h. Complete performance of the part of the Work which was not terminated by the notice of termination; and
 - i. Take such action as may be necessary, or as City may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which City has or may acquire interest.
3. After receipt of a notice of termination, Contractor shall submit to City its termination claim, in form and with all certifications required by Part 12 herein. Contractor's termination claim shall be submitted promptly, but in no event later than thirty (30) days from effective date of the termination. Contractor and City may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this Paragraph

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13.H. If Contractor and City fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this Paragraph 13.H, City shall determine, based on information available to it, the amount, if any, due to Contractor by reason of the termination and shall pay to Contractor for Work specified in Contract Documents which is performed before the effective date of the termination, the total (without duplication of any items) of -

- a. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. In determining reasonable cost, deductions will be made for cost of materials to be retained by Contractor, cost of work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of 10 percent of direct costs of such work.
 - b. When, in City's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
 - c. A reasonable allowance for profit on cost of Work performed as determined under Paragraph 13.H.3.a, provided that Contractor establishes to City's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
 - d. Reasonable costs to Contractor of handling material returned to vendors, delivered to City or otherwise disposed of as directed by City.
 - e. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.
 - f. City shall have no obligation to pay Contractor under this Paragraph 13.H unless and until Contractor provides City with updated and acceptable as-builts and Project record documents for Work completed prior to termination.
4. Except as provided above, City shall not be liable for costs incurred by Contractor or subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, damages from lost bonding capacity, lost profits on other work, lost opportunities, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all other costs relating to prosecution of claim or lawsuit.
 5. In arriving at the amount due Contractor under this clause there shall be deducted: (a) All unliquidated advances or other payments on account previously made to Contractor which are applicable to the terminated portion of Contract Documents; (b) any claim which City may have against Contractor in connection with Contract Documents; and (c) the agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of Paragraph 13.H, and not otherwise recovered by or credited to City.

I. CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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1. Contractor hereby assigns to City each Subcontract for a portion of the Work, provided that:
 - a. The assignment is effective only after City's termination of Contractor's right to proceed under Contract Documents (or portion thereof relating to that Subcontract) pursuant to Paragraphs 13.G or 13.H above.
 - b. The Assignment is effective only for the Subcontracts which City expressly accepts by notifying the Subcontractor in writing;
 - c. Except for the written notice described above, no other action shall be required of City or Contractor to effectuate a reassignment of a contract to City;
 - d. The assignment is subject to the prior rights, if any, of the Surety, obligated by the Performance Bond provided under Contract Documents, where the Surety exercises its rights to complete the Contract;
 - e. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in Paragraphs 13.G or 13.H above), sign all instruments and take all actions reasonably requested by City to evidence and confirm the effectiveness of the assignment in City; and
 - f. Nothing in this Paragraph 13.I shall modify or limit any of Contractor's obligations to City arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold harmless obligations arising from or related to the assigned Subcontract.

J. REMEDIES

1. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between City and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of Contra Costa. All City remedies provided in Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances City shall have any and all other equitable and legal rights and remedies which it would have according to law.

K. PATENTS

1. Fees or claims for any patented invention, licenses, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless City and each of its officers, employees, consultants and agents, including, but not limited to, the LLLC Executive Director, City Council, and each City representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under Contract Documents infringes on the patent rights, copyright, licenses, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

L. SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES

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1. Pursuant to Public Contract Code Section 3400(b), City may make a finding that is described in the invitation for bids that designates certain products, things, or services, by specific brand or trade name.
2. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of same, and shall be deemed to be followed by the words "or approved equal." Unless otherwise stated, Contractor may offer for substitution any material, process, or article which shall be substantially equal or better in every respect to that so specified in the Contract Documents. However, City may have adopted certain uniform standards for certain materials, processes, and articles.
3. Contractor shall submit requests together with substantiating data for substitution of any "equal" material, process, or article no later than fourteen (14) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before fourteen (14) days after award. Provisions regarding submission of "equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed substitution request is rejected, Contractor shall be responsible for providing the specified material, process, or article. The burden of proof as to the equality of any substitution shall rest with Contractor. City has the complete and sole discretion to determine if a proposed substitution is "equal."
4. Data required to substantiate requests for substitution shall include a signed affidavit from the Contractor stating and describing how the "equal" material, process, or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information, which describes the requested substitution and substantiates that it is an "equal" material, process, or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substitution. Failure to submit the affidavit and all the required data to City in a timely manner will result in the rejection of the proposed substitution.
5. Contractor shall bear all costs related to a substituted "equal" material, process, or article, including all of City's costs associated with the review of the substitution request prior to approval and the coordination after approval.
6. City has not made any findings pursuant to Public Contract Code Section 3400.

M. LIMIT OF LIABILITY

1. CITY AND EACH OF ITS OFFICERS, MAYOR, CITY COUNCIL, LLLC EXECUTIVE DIRECTOR, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, EACH CITY REPRESENTATIVE SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

N. SEVERABILITY

1. Any provisions or portions thereof of Contract Documents which are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be

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ineffective without affecting other provisions or portions thereof in Contract Documents.

PART 14. MODIFICATIONS OF CONTRACT DOCUMENTS

A. ALTERATIONS, MODIFICATIONS AND FORCE ACCOUNT WORK

1. No modification or deviation from the Drawings and Specifications shall be permitted except by written Contract Modification.
2. City may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; change the Contract Times; delete any item or portion of the Work; and require extra work. Contractor shall perform such work under applicable provisions of Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra work, City reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such City-furnished labor, materials, and equipment.
3. Changes affecting time or price of the Work shall be set forth in a written Change Order that shall specify: (1) the work performed in connection with the change to be made; (2) the amount of the adjustment of the Contract price, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the Contract time, if any. A Change Order will not become effective until signed by City. No changes or deviations from Contract Documents affecting time or price of the Work will be made without the authority of an approved Change Order, except in cases of emergency discussed herein.
4. Changes not affecting the time or price of the Work, in City's discretion, may be set forth in a written Field Directive (FD), Request for Information (RFI), or other written form approved and executed by the City. Acceptance of such FD and RFI constitutes Contractor's agreement to make the specified change without change to the Contract Price or the Contract Times. City may issue FD as preliminary instructions to Contractors in anticipation of a subsequent Change Order.
5. (Blank.)
6. Contractor in accordance with Contract Documents shall diligently carry out all Change Orders. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in Contract Documents shall be increased or decreased by the amount that Contractor and City may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then City shall reach a determination, which shall be final, subject to Contractor's rights under Part 12 of these General Conditions. In all cases Contractor shall perform the changed Work as directed by City subject to Contractor's rights under Part 12 "Claims by Contractor" of these General Conditions. In the event the City exercises its rights to decide disputed issues pertaining to changed Work, as set forth above, then the resulting Change Order shall be effective when signed by the City and notwithstanding the fact that the Contractor has not signed it.
7. Contractor shall, upon City's request, permit inspection of the original unaltered Project Bid estimate, subcontract agreements, purchase orders relating to the change, certified payrolls and statements of fringe benefits, and documents substantiating all costs associated with the cost proposal.
8. Changes in the Work made pursuant to this Paragraph and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees/warranties given by Contractor pursuant to provisions of Contract Documents, nor shall such changes in the Work

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relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.

9. Procedures for Modifications of Contract Documents and for calculating the cost of extra work are given in Section 01 25 10 of these Specifications. Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-site or off-site costs based on formulas, e.g., "Eichleay" or other formula. Rather, Contractor must prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor must prove and document actual costs plus markup per the cost categories and procedures in Section 01 25 10 in order to request, claim or prove compensation for delay.

B. ENTIRE AGREEMENT

1. Contract Documents and any Contract Modifications shall represent the entire and integrated agreement between City and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. Contract Documents and any Contract Modifications shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of Contract Documents or written modifications. City and Contractor represent and agree that, except as otherwise expressly provided in Contract Documents, they are entering into Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.

C. EFFECT OF WAIVERS

1. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

PART 15. TIME ALLOWANCES

A. TIME ALLOWANCES FOR PERFORMANCE OF CONTRACT DOCUMENTS

1. When Contractor and City have signed the Contract Documents, City will serve a Notice to Proceed upon Contractor to that effect.
2. The start date for Contract Times shall be as provided in Part 3.B of these General Conditions. The date for final completion of the Work under Contract Documents shall be as provided in Document 00 52 10, "Agreement".

B. CHANGE OF CONTRACT TIMES

1. The Contract Times may only be changed by Change Order, and all time limits stated in Contract Documents are of the essence of Contract Documents. The Contract Times will be adjusted in an amount equal to the time agreed by City and Contractor to be that lost due to:
 - a. Changes in the Work ordered by City;

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- b. Fires, floods, epidemics, abnormal weather conditions, earthquakes, civil or labor disturbances, strikes or acts of God, provided delays resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents. The Contract Times shall not be extended for such causes, however, unless Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay meeting all of the following conditions:
- i. Delay is beyond Contractor's control and due to reasons for which Contractor is not responsible;
 - ii. A claim for delay is made as provided herein; and
 - iii. Contractor demonstrates actual delay to work activities that actually delay the progress of the Work in the amount of time requested.

Delays attributable to and within the control of a subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor.

2. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both City and Contractor (including, but not limited to, abnormal or adverse weather of all types within or beyond the parameters referenced below and acts of other contractors or utilities), an extension of Contract Times, in an amount equal to the time lost due to such delay without any other form of compensation, shall be Contractor's sole and exclusive remedy for such delay.
3. Contractor must present as its claims, all subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. City shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project, including without limitation: (a) delays caused by or within the control of Contractor, (b) changes in the Work ordered by City or any City representative, (c) acts or neglect by City, utility owners or other contractors performing other work, (d) fires, floods, abnormal weather conditions, earthquakes, civil or labor disturbances, strikes or acts of God, (e) other contractors performing other work as contemplated by Paragraph 6, or (f) claimed deficiencies in Project design.
4. Delays due to adverse weather conditions may be allowed only if Contractor proves that abnormal weather actually caused critical project delays. Contractor shall provide written notice of intent to claim an abnormal weather day within one day of the adverse weather day occurring.
5. Delays due to abnormal or adverse weather conditions shall not be a prima facie reason for an extension of Contract Times. Contractor shall make every effort to continue Work under prevailing conditions. Delays due to abnormal or adverse weather conditions will be allowed provided Contractor can prove abnormal or adverse weather conditions at the Site prevented the Contractor from proceeding with seventy-five percent (75%) of the scheduled crew, labor, and equipment resources engaged on critical path activities identified on the accepted and most current progress schedule update at the time of the abnormal or adverse weather condition, and 75% of the crew did not work five (5) hours or more. Abnormal or adverse weather delays meeting the criteria in this paragraph are deemed beyond the control of both City and Contractor, and an extension of Contract Times (or milestones) due to such a delay

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shall be the Contractor's sole and exclusive remedy for such a delay.

6. Rain delay shall be recognized for the actual period of time Contractor proves it was delayed by rain in accordance with the above parameters and requirements. For example, and not by way of limitation, if rain exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized.
7. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, providing access roads un-impacted by abnormal or adverse weather and covering work and material that could be affected adversely by weather. Failure to do so shall be cause for City to not grant a time extension due to abnormal or adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

C. NOTICE OF DELAY

1. Within seven (7) calendar days of the beginning of any delay Contractor shall notify City in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event. City shall determine all claims and adjustments in the Contract Times. No claim for an adjustment in the Contract Times will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph.

D. NO DAMAGES FOR DELAY CAUSED BY CONTRACTOR

1. Contractor shall not be entitled to any time extension or compensation, including but not limited to extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Contractor's failure to perform its obligations under Contract Documents, or during periods of delay concurrently caused by Contractor and either City or others. Contractor may receive time extension and be compensated for delays caused directly and solely by City except that Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:
 - a. City's right to sequence the Work in a manner which would avoid disruption to City's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents, City's enforcement of any government act or regulation, or the provisions of Contract Documents.
 - b. For changed site conditions that are beyond the parties' contemplation, except that City may approve direct costs associated with unknown conditions (but not costs or damages which result from such delays); and
 - c. Extensive requests for clarifications to Contract Documents or modifications thereto, provided such clarifications or modifications are processed by City or its consultants in a reasonable time commensurate with Contract Documents requirements.
 - d. Extensive requests for clarifications that could be reasonably construed as frivolous in an attempt to create delay. Requests shall be considered frivolous when the response could have been readily derived from standard practice or common knowledge of the industry, or knowledge, qualification, and experience of the trade, which are prerequisites of the

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Contractor entering into this Contract. Requests shall also be construed as frivolous if the nature and quantity of information sought are above and beyond what would be considered to be necessary by common practice and industry standards.

- e. Delay inferred from an assumed production rate by the Contractor when such production rate has not been demonstrated by actual work progress.

E. LIQUIDATED DAMAGES

The provisions of Section 8-10 "Liquidated Damages" of the General Provisions of the Standard Specifications shall apply in its entirety and as supplemented in other related sections of these Specifications.

PART 16. WORKING CONDITIONS AND PREVAILING WAGES

A. USE OF SITE/SANITARY RULES

1. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition.
2. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site (when applicable) and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by City, and shall not encumber the Library premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.
3. During the progress of the Work, Contractor shall keep the deck area (Site) and the Library free from accumulations of waste materials, rubbish and other debris resulting from the Work. On a daily basis, contractor shall clean any and all dirt, and debris throughout the path of travel and vicinity in the Library floor. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by City at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
4. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform its work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

B. PROTECTION OF WORK, PERSONS AND PROPERTY

1. Contractor shall be responsible for initiating, maintaining and supervising all safety

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precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by City, or required by state, federal or local laws and ordinances. Contractor shall also comply with the latest requirements as outlined by the State of California and Contra Costa Department of Public Health, and CAL OSHA to prevent spread of COVID 19 Virus.

2. Section 22 of the Technical Provisions of the Standard Specifications shall apply. Contractor shall be responsible for all damage to Work, property or structures, and all injuries to persons, arising from the performance of Contract Documents.
 - a. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection
 - b. Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work by the Lafayette City Council. City and of its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's work.
 - c. Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs, including enforcement of the requirements to prevent spread of COVID 19 virus.
 - d. City may, at its option, retain such moneys due under Contract Documents as City deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and City receives satisfactory evidence to that effect.

C. RESPONSIBILITY FOR SAFETY AND HEALTH

1. Contractor shall ensure that its and each tier of subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and City's safety regulations as amended from time to time. Contractor shall comply with all City directions regarding protective clothing, surgical mask, and all other necessary and required gears to enter the Library premises and job site.
2. Contractor shall be fully responsible for the safety of its and its subcontractors' employees, agents and invitees on the Site. Contractor shall notify City, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, subcontractors or persons from recognized hazards until the responsible party corrects the hazard.
3. Contractor shall confine all persons acting on its or its subcontractors' behalf to that portion of the Site where Work under Contract Documents is to be performed: City designated routes for ingress and egress thereto; and any other City designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

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D. EMERGENCIES

1. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from City, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by City. Contractor shall give City prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If City determines that a change in Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

E. USE OF ROADWAYS AND WALKWAYS, , PARKING LOT & PARKING STRUCTURE

1. Sections 6-12, 6-13, and 6-14 of the General Provisions of the Standard Specifications shall apply.
 - a. Construction impacting traffic on adjacent roadways shall be scheduled to avoid peak traffic times. Lane closures on Mt. Diablo Blvd., First Street and Golden Gate way are not allowed prior to 9 a.m. or after 2:30 p.m.
 - b. Contractor shall coordinate activities that impact the full usage of the adjacent parking lot and parking structure to minimize disruption to their on-going operations. Contractor's attention is also directed to Part 10.F "Contractor's Use of the Site" of these General Conditions.
2. Unless otherwise provided in Contract Documents, Contractor shall bear the cost of complying with the Paragraph E above.

F. NONDISCRIMINATION

1. Contractor shall not discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons.

G. LABOR CODE COMPLIANCE

1. Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 1600 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works projects. Since this Contract involves an applicable public works project as defined by said laws with total compensation being \$1,000 or more, Contractor agrees to fully comply with said laws. Contractor shall obtain a copy of the prevailing rates of per diem wages from City or at <http://www.dir.ca.gov/dlsr> and make available to interested parties upon request copies of the rates for each craft and classification of worker needed to perform work on the Project. Contractor shall post these copies at his principal place of business and at the Project site. Contractor shall indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
2. Contractor and each subcontractor shall forfeit as a penalty to City two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in

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violation of the Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph 16.G.2 and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under Contract Documents, pursuant to this Document 00 72 00, "General Conditions," and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by City. The Labor Commissioner pursuant to Labor Code section 1775 shall determine the final amount of forfeiture.

3. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on Work provided for in the Contract, provision that subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Contractor stipulates that it shall comply with all applicable wages and hour laws, including without limitation Labor Code Section 1813.
4. Pursuant to Labor Code Section 1776, Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, classification, and hours and wages paid each day for each worker employed in connection with the Work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate.
 - a. Certified copies of the employee's payroll records shall be made available for inspection by the employee or his authorized representative and the Department of Industrial Relations upon request.
 - b. Copies of records shall be made available for inspection by City within 48 hours of a request. Copies made available to the public shall have the employee's name, address, and social security number obliterated to prevent disclosure of said information.
 - c. In the event of noncompliance with the requirements of this section by Contractor, Contractor shall have ten (10) days subsequent to receipt of written notice specifying any actions necessary to comply. If noncompliance persists after this period, Contractor shall forfeit to City as a penalty one hundred dollars (\$100) for each day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld from contract payments due Contractor.

H. ENVIRONMENTAL CONTROLS

1. Contractor shall comply with all rules, regulations, ordinances and statutes that apply to any work performed under Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017. Contractor shall be responsible for insuring that Contractor's employees, subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project. Contractor is directed to Part 9 Section A.6 of this Document 00 72 00.
2. Section 6-21 of the General Provisions of the Standard Specifications shall apply. Additionally:
 - a. Construction equipment shall be cleaned and maintained in a state to prevent dust pollution and tracking of debris onto adjacent properties and streets.
 - b. Construction equipment shall be fitted with exhaust muffling and filter devices and be well

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maintained in a state to minimize emission pollutants to the maximum extent practicable.

- c. Construction equipment shall be fitted with noise control devices to minimize construction noise to the maximum extent practicable.
- d. Contractor shall comply fully with the requirements of stormwater pollution control. Contractor shall comply fully with said provisions as part of Contract Work. Any conflicts between these provisions and other referenced specifications and standards within the Contract Documents shall be interpreted to require the Contractor to perform the strictest, highest quality, and/or highest cost option.

END OF DOCUMENT

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DOCUMENT 00 73 15

INSURANCE

1. GENERAL INFORMATION

- A. Definitions. For the purpose of this Document 00 73 15, the terms "personal injury" and "injury to a person" or similar terms include, without limitation, death resulting therefrom and shall not be limited to bodily injury.

- B. Insurance Requirements. Prior to commencement of any Work under the Contract Documents, and any extension thereof, Contractor shall, at its sole cost and expense, purchase and maintain in full force not less than the minimum insurance coverage and limits of insurance with the endorsements and deductibles indicated in this Document 00 73 15. Such insurance coverage shall be maintained with insurers and under forms of policies satisfactory to City and otherwise as described in this Document 00 73 15 until Final Acceptance of the Work except as stated in 3.C below. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

2. WORKERS' COMPENSATION INSURANCE OR SECURITY

- A. Contractor's Requirements. In accordance with the provisions of the Labor Code, Contractor is required to secure the payment of compensation to its employees and shall for that purpose obtain and keep in effect adequate workers' compensation insurance.

- B. Contractor's Compliance. Contractor shall meet the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of said Code. Contractor shall comply with such provisions before commencing the performance of the Work included in the Contract Documents.

- C. Coverage
 - a. Full workers' compensation insurance and employer's liability with limits of at least, one million dollars (\$1,000,000) Policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease, with an insurance carrier satisfactory to City.
 - i. Statutory Workers Compensation Coverage A
 - ii. Employer's Liability Insurance Coverage B. Not less than one million dollars (\$1,000,000) each accident/Bodily Injury, one million dollars (\$1,000,000) policy limit Bodily Injury by disease and one million dollars (\$1,000,000) each employee Bodily Injury by disease.

 - b. In the event Contractor is self-insured, Contractor shall furnish Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

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- c. If any injury occurs to any employee of Contractor for which the employee, or employee's dependents in the event of employee's death, is entitled to compensation from City under the provisions of Division 4 (commencing with Section 3201 and hereinafter referred to as "Act") of the Labor Code, or for which compensation is claimed from City, City may retain, out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation as fixed by said Act until such compensation is paid, or until it is determined that no compensation is due. If City is compelled to pay such compensation, it will deduct and retain from such sums due Contractor the amount so paid.
 - d. In case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.
 - e. Contractor's employer's liability policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.
- D. Indemnification. The indemnification and hold harmless obligations of Contractor under the Contract Documents shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

3. COMMERCIAL GENERAL LIABILITY INSURANCE

- A. Coverage for Commercial General Liability Insurance, Combined Single Limit Liability. The policy shall provide limits of liability of not less than:
 - a. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.
 - b. Such policy shall comply with all the requirements of this Document 00 73 15. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall

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not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.

- c. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in the Contract Documents relating to liability for injury to or death of persons and damage to property.
 - d. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
 - e. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
 - f. The indemnification and hold harmless obligations of Contractor under the Contract Documents shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any insurance policy.
- B. Deductibles and Self Retentions. Deductibles shall be not greater than twenty-five thousand dollars (\$25,000); Self Retentions shall not be greater than twenty-five thousand dollars (\$25,000).
- C. Continuing Coverage. Contractor shall maintain in full force the Commercial General Liability Insurance specified herein after Final Acceptance of work for the entire statutory period for bringing claims, or ten (10) years, whichever is less.

4. COMPREHENSIVE AUTOMOBILE LIABILITY POLICY

- A. Comprehensive Automobile Liability Insurance Coverage. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto). The policy shall provide limits of liability of not less than:
- a. A minimum combined single limit of not less than three million dollars (\$3,000,000) each occurrence, for bodily injury and/or property damage for loss arising from personal injury (as defined herein above) and/or property damage applicable to vehicle used in pursuit of any activities associated with the Contract Documents.
 - b. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor

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may acquire from Contractor by virtue of the payment of any loss.

- B. Scheduled Vehicles Restriction. Contractor shall not provide a Comprehensive Automobile Liability policy specifying scheduled vehicles without the express written consent of City.

5. (BLANK)

6. ALL-RISK COURSE OF CONSTRUCTION INSURANCE

- A. Contractor shall purchase and maintain a policy course of construction insurance on an "all risk" form, including the perils of collapse, in the amount at least equal to the contract sum and subsequent modifications to the contract sum. The insurance shall be in an amount to cover 100% of the replacement cost of the entire Work, including any and all materials, portions of the Work located off-site but intended for use at the site, Work in transit, scaffolding, falsework and temporary structures, at replacement cost. Costs of debris removal shall also be covered. Contractor shall also maintain coverage for boiler and machinery covering insured objects during installation and until final acceptance. The builder's risk coverages shall name the City, Contractor and all subcontractors as insureds with respect to their interests. The policy shall contain a waiver of subrogation in favor of all insureds on the policy. The builder's risk policy shall have a maximum deductible of fifty thousand dollars (\$50,000) per occurrence. Contractor shall be responsible for paying all deductible amounts.
- B. The named insureds shall be Contractor, all subcontractors of any tier (excluding those solely responsible for design work), suppliers, and City, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by City.
- C. The policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to City to ensure adequacy and sublimit.
- D. In addition, the policy shall meet the following requirements:
1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 2. Coverage shall include all materials stored on site and in transit.
 3. Coverage shall include Contractor's tools and equipment.
 4. Insurance shall include boiler, machinery and material hoist coverage.

7. ADDITIONAL REQUIREMENTS

- A. The carrying of the insurance described in this Document 00 73 15 Insurance shall not be construed to be a limitation of the liability on the part of Contractor or any of its

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subcontractors, nor to relieve any of them of any liability or responsibility under the Contract Documents, as a matter of law or otherwise.

- B. Certificates of Insurance and Endorsements shall clearly indicate City Contract number and title of Contract Documents. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after final payment. At time of making application for extension of time, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.
- C. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of City, warrant such increase. Contractor shall increase required insurance amounts upon direction by City.
- D. Any type of insurance or any increase of limits of liability not described in this Document 00 73 15 which Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- E. Any policies effected by Contractor on its own and/or rented equipment and material shall contain a provision requiring the insurance carriers to waive their rights of subrogation against City and all other indemnitees named in the Contract Documents, as well as insurance carriers for the Project.
- F. Should Contractor engage a subcontractor, the same conditions will apply under the Contract Documents to each subcontractor, of every tier.
- G. Contractor shall cooperate fully with City and Contractor's insurance companies in a safety and accident prevention program and claims handling procedures as established for the Project.
- H. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.
- I. City and its Directors, officers, employees, and agents are additional insureds in the policy(ies) as to the work being performed under this Agreement.
- J. The coverage is primary and non-contributory to any other insurance carried by City.

8. ENDORSEMENTS.

- A. All of the following clauses and endorsements, or similar provisions, are required to be made a part of each of the required policies.
 - 1. Additional Insureds. The City, its elected officials, officers, directors, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20

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38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder.

2. The Certificate(s) of Insurance, policies and endorsements required herein shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

9. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.

- A. All of the insurance companies providing insurance for Contractor, except for surety bonds, shall have and provide proof of an A. M. Best Rating Service rate of A:VI or above or a company of equal financial stability that is approved by the City Attorney's Office. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- B. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements.
- C. No cancellation or modification of the coverage provided shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal. All of the above insurance and the certificates evidencing the same shall contain the following wording verbatim:

"City of Lafayette is interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least thirty (30) days' prior written notice sent to City."
- D. Contractor agrees, if it does not keep all required insurance in full force and effect and furnish satisfactory evidence thereof, City shall have the right (but not the obligation) to take out and maintain same for all parties on behalf of Contractor, who agrees to furnish all necessary information thereof and to pay the cost thereof immediately upon presentation of a bill. If Contractor fails to pay any bill, the repayment thereof shall be a proper charge against Contractor or credit against any moneys or consideration to which Contractor may otherwise be entitled under the terms of the Contract Documents.

END OF DOCUMENT

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DOCUMENT 00 82 30

APPRENTICESHIP PROGRAM

1. Contractor and subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
2. Section 1777.5, as amended, requires a Contractor or subcontractor employing tradespersons in any apprentice able occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate will also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:
 - A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;
 - B. When the number of apprentices in training in the area exceeds a ratio of one to five;
 - C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
 - D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.
3. Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprentice able trade on such contracts and if other contractors on the public works site are making such contributions.
4. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF DOCUMENT

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DOCUMENT 00 91 13

ADDENDA

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

END OF DOCUMENT

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes summary of work including:
 - 1. Work Covered By Contract Documents.
 - 2. Bid Items.
 - 3. Work Sequence.
 - 4. Notification.
 - 5. Contractor Use of Premises.
 - 6. Punch List Verification.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Scope of work for the LLLC Children's Activity Deck Remodel Project ("Project") consists of, but is not limited to the following: selective demolition of the existing steel trellis, decking and sleeper supports, existing lighting, and storefront; shoring systems as necessary; installation of new decking and support pedestals, waterproofing, steel attachments, glass railing, City furnished louvered trellis with lighting, connections, support pedestal, and electrical connections, folding door system, fire sprinklers and other related investigations, attachments, sealants and connections needed to support the remodeling. The Project requires the diversion of a minimum of 50% of all generated solid waste from landfills either by recycling.
- B. Contractor's use of the premises for Work and storage is limited to the project site, unless otherwise permitted by the Engineer or owner's representative.

1.03 BID & SCHEDULE OF VALUE ITEMS

- A. Any bid and or schedule of value item may be deleted in total or in part prior to or after Award of Contract without compensation in any form or adjustment of other bid items or prices therefor. Should such deletion occur, it will not impact the basis of award, as publicly announced immediately prior to bid opening.

1.04 WORK SEQUENCE

- A. Contractor shall sequence work in such a manner so as to expedite Project completion in the shortest time frame and to avoid irreparable impacts and damage to existing and newly constructed facilities and adjacent properties.
- B. Contractor shall coordinate delivery of the Trellis System with Mr. Mamuka Grigolia with TBS Design Gallery at 650-416-8888 or info@tbsdesigngallery.com.

1.05 NOTIFICATION

- A. Contractor shall comply with the notification procedures specified in Section 6-10 of the General Provisions of the Standard Specifications, unless otherwise expressly modified by these Project Specifications.

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- B. Compensation to comply with these provisions shall be considered included in the contract price paid and no additional compensation shall be allowed therefore.

1.06 CONTRACTOR USE OF PREMISES

- A. Prior to commencement of work, Contractor and Engineer shall jointly survey relevant properties and areas adjacent to the Project Site, making notes and records of existing visible conditions. This record shall serve as the basis for determination of subsequent damage to the premises that may be caused by Contractor's operations. All parties making the survey shall sign the official record of existing conditions. Damage of any nature to the area not noted in the original survey but subsequently noted shall be reported immediately to City.
- B. Contractor's attention is directed to conditions for Contractor's access and use of the project site as stipulated in the General Conditions (Document 00 72 00).

1.07 PUNCH LIST VERIFICATION

- A. Inspection of punch list work will be performed according to Section 01 77 00 of these Specifications. One follow-up review of punch list items for each discipline will be provided. If further site visits are required to review punch list items due to incompleteness of the work by Contractor, Contractor shall reimburse the City for all costs arising from the additional site visits to review punch list items. Said payment shall be deducted from any money due to Contractor as part of the Contract.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF DOCUMENT

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SECTION 01 22 10

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section describes requirements and procedures for determining amount of work done and for obtaining payment for work done.

1.02 REFERENCES: California Public Contract Code

1.03 NOT USED

1.04 DETERMINATION OF QUANTITIES

- A. Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be the number, as determined by City, of units of work satisfactorily completed in accordance with Contract Documents or as directed by City. Escrow Bid Documents or the Schedule of Values may be used as a guide in determining the unit price. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods as City may consider appropriate for class of work measured. Contractor shall immediately inform City of any disputes regarding quantity measurements and shall immediately supply City with any documentation supporting the disputed measurements.

1.05 SCOPE OF PAYMENT

- A. Payment to Contractor at the unit prices or other price fixed in the contract shall be considered full compensation for completing all work in accordance with Contract Documents, and for all expenses incurred by Contractor for any purpose in connection with the performance and completion of said work, including all incidental work necessary for completion of the work, whether or not expressly specified or shown.
- B. Unless Contract Documents expressly provide otherwise, the contract payment shall be deemed to include:
 - 1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with the prosecution of Work, bid item or unit price item, respectively, until acceptance by City;
 - 2. All expenses incurred due to suspension, or discontinuance of Work, bid item or unit price item, respectively, as provided in Contract Documents;
 - 3. Escalation to allow for cost increases between time of Contract Award and completion of Work, bid item or unit price item, respectively.
- C. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid

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for as extra work.

- D. At the sole discretion of the City, City may make payments for materials or equipment not yet incorporated into the Work at the request of Contractor. Where Contractor requests payment for materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:
1. The materials and/or equipment shall be delivered and suitably stored at the site, when practical, or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
 2. Full title to the materials and/or equipment shall vest in City at the time of delivery to the site, warehouse or other storage location;
 3. Contractor shall obtain a negotiable warehouse receipt, endorsed over to City for materials and/or equipment stored in an off-site warehouse. No payment shall be made until such endorsed receipts are delivered to City;
 4. Stockpiled materials and/or equipment shall be available for City inspection, but City shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to specifically identify these specific Contract Documents;
 5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;
 6. At its expense, Contractor shall insure the materials and/or equipment against theft, fire, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
 7. Contractor's application for payment shall be accompanied by an invoice and delivery tag, or other similar documentation warranting that City has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which must be satisfactory to City. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop payment notices from all those providing materials and equipment as to which the application for payment relates, as well as unconditional releases of the same from the same as to the previous application for payment for which they have not already been provided.

1.06 BASIS OF PAYMENT

- A. For specific portion of Work to be paid, payment will be based on the approved Schedule of Values of such portion of Work, or in the event a Schedule of Values is not required, on the percentage of the lump sum scope satisfactorily completed.
- B. City does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not included in Bid, when in its judgment such change is in best interest of City. No change in Work shall be considered waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatsoever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of extra Bid Items.

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1.07 PROGRESS PAYMENTS

- A. If requested by Contractor, progress payments will be made monthly, but not more often than monthly.
- B. Schedule of Values.
 - 1. Within ten (10) calendar days from issuance of Notice of Award and prior to the Contractor's application for the first progress payment, Contractor shall submit a Schedule of Values, which is a detailed breakdown of its bid for Work items and/or activities, including coordination responsibilities and project record document responsibilities. Where more than one subcontractor comprises the work of a work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, whose cumulative sum equals the total Contract Sum. The value for each activity shall be segregated by materials, equipment, labor, mark-up, and other associated costs. Other format and detail of the breakdown shall be as directed by City to facilitate and clarify future progress payments to Contractor for Work under Contract Documents. Work with lump sum values shall not exceed \$10,000 per work item. Work values totaling more than \$10,000 per item shall be broken down on a unit basis (e.g., linear foot, square yard, cubic yard, each unit installed, etc.).
 - 2. Contractor's overhead, profit, insurance, cost of bonds and/or other financing, as well as "general conditions costs," (e.g., site cleanup and maintenance, temporary roads and access, off site access roads, temporary power and lighting, security and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum.
 - 3. City will review the breakdown in conjunction with the approved progress schedule activities to ensure that the dollar amounts of the Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by City, City will accept this Schedule of Values for use. City shall be the sole judges of fair market cost allocations.
 - 4. Any attempt to unbalance the distribution of overhead, profit, and other fixed costs, or to manipulate the cost breakdown in any way, or to increase the cost of early activities, i.e. "front loading," will be rejected by City, resulting in a complete reallocation of monies until such distortion is corrected. Repeated attempts of manipulation may result in suspension or termination of the Work or refusal to process progress payments, until such time as the Schedule of Values is acceptable to City.
- C. Payment Requests
 - 1. On or before the last day of each month Contractor shall submit for City review two (2) copies of a request for payment. Contractor shall certify in writing that such request for progress payments is accurate for work put in place up until midnight of the last day of that one month period, less the aggregate of previous payments.
 - 2. Contractor's attention is directed to Section 01 32 10, Paragraph 1.06.C regarding the submittal of updated Baseline CPM Schedules as a condition of progress payments being made. Contractor shall not be entitled to progress payments without compliance with said provisions.
 - 3. Each payment request shall list each Change Order and Field Directive (See Section 01 25 10) executed prior to date of submission, including a description of the work activities.
 - 4. Monthly progress payments shall be made, based on total value of activities completed or partially completed, as determined by City with participation of Contractor, and based upon approved activity costs. Accumulated retainage will be shown as a

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separate item in payment summary. If Contractor fails or refuses to participate in construction progress evaluation with City, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to City.

5. If required by City, Contractor shall submit substantiating data as they relate to payment requests.

D. Progress Payments

1. If it is determined that the payment request is not a proper payment request suitable for payment, City shall return it to the Contractor as soon as practicable, but no later than seven (7) days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. If City determines that portions of the payment request is not proper or not due under the Contract Documents, then City may approve the other portions of the payment request, and in the case of disputed items or defective work not remedied, may withhold up to 150% of the disputed amount from the progress payment.
2. As soon as practicable after approval of each request for progress payment, City will pay to Contractor in manner provided by law, an amount equal to ninety-five percent (95%) of City's estimate, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of City, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop payment notices or to offset liquidated damages accruing or expected.
3. Before any progress payment or final payment is made, Contractor may be required to submit satisfactory evidence that Contractor is not delinquent in payments to employees, subcontractors, suppliers, or creditors for labor and materials incorporated into Work. To this end, prior to final payment by City, Contractor shall submit a final waiver of lien for Contractor's work, together with releases of lien from any subcontractor or materialmen.
4. City reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of City, is not adequately and properly protected against weather and/or damage, prior to or following incorporation into the Work.
5. Granting of progress payment or payments by City, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
6. When City shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by City from amount of next succeeding progress payment or from any other payment due or that may become due Contractor under Contract. If, on completion or termination of Contract, such payments due Contractor are found insufficient to cover City's charges against it, City shall have right to recover balance from Contractor or Sureties.

1.08 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

- A. City will permit substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00 68 00, "Escrow Agreement for Security Deposits in Lieu of Retention," in accordance with California Public Contract Code, Section 22300. By this reference, Document 00 68 00, "Escrow Agreement for Security Deposits in Lieu of

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Retention" is incorporated in full in these Specifications.

1.09 FINAL PAYMENT

- A. As soon as practicable after all required Work is completed in accordance with Contract Documents, excluding Contractor maintenance after Final Acceptance by the City Council, City will pay to Contractor, in manner provided by law, unpaid balance of contract price of Work, payment for maintenance after acceptance, and sums as may be lawfully retained under any provisions of Contract Documents or by law. Unless otherwise required by law, the final payment of retention, if unencumbered, shall be paid no later than sixty (60) days after the date of recordation of the Notice of Completion. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against City arising from this Contract. Payments to Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve Contractor of its obligations under the Contract Documents.
- B. Prior progress payments shall be subject to correction in the final payment. City's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.
- C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment and as a condition precedent to final payment, Document 00 65 10, "Agreement and Release of Any and All Claims", discharging City, its officers, agents, employees and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

1.10 EFFECT OF PAYMENT

- A. Payment will be made by City, based on City's observations at the site and the data comprising the Application for Payment. Payment will not be a representation that City has:
 - 1. Made exhaustive or continuous on-site inspections to check the quality or quantity of Work;
 - 2. Reviewed construction means, methods, techniques, sequences or procedures;
 - 3. Reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by City to substantiate Contractor's right to payment; or
 - 4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

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SECTION 01 25 10

MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section describes general procedural requirements for alterations, modifications and extra work.
- B. Related Sections
 - 1. Section 01 11 00: Summary of Work
 - 2. Section 01 22 10: Measurement and Payment

1.02 GENERAL

- A. Any change in scope of work or deviation from Contract Documents, including without limitation extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.
- B. Only Contractor or City may initiate changes in scope of Work, or deviation from Contract Documents.
 - 1. Contractor may initiate changes by submitting Requests for Information (RFI)
 - 2. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor will not be entitled to additional compensation. Contractor shall be responsible for City's administrative and consultant costs for answering its RFIs where the answer could reasonably be found by reviewing the Contract Documents, or frivolous RFIs, as determined by City (Also see Document 00 72 00, Part 15.D.d). Such costs will be deducted from progress payments.
 - 3. City may initiate changes in the Work or Contract Times by issuing Requests for Proposal (RFP) to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Times from Contractor.
 - 4. City may also by Field Directive, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A Field Directive may be used to solicit a Cost Proposal from Contractor for the desired change. A Field Directive shall also be used in the absence of total agreement on the terms of a Change Order.

1.03 PROCEDURE

- A. RFI and Cost Proposal Review - Procedure. Contractor shall submit RFI to the Engineer. When Contractor receives requests for information from a subcontractor, Contractor shall provide a copy to the Engineer, but shall not submit it to the Engineer for response unless and until Contractor (i) has reviewed the RFI, (ii) determined that neither Subcontractor nor Contractor have sufficient information to resolve the issue raised therein, and (iii)

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Contractor affirms same to the Engineer. Contractor shall reference each RFI to an activity of Progress Schedule and allow and indicate a reasonable time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time for response on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from asserted delay in responding to the RFI. Contractor shall distribute response to all appropriate subcontractors.

1. If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Times, then the response shall be executed without a change.
 2. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with a notation indicating it to be a follow-up RFI) to City clarifying original RFI. City may return RFI requesting additional information should original RFI be inadequate in describing the condition in question.
 3. If Contractor believes that the response results in change in Contract Sum or Contract Times, Contractor shall notify City in writing and submit a Cost Proposal for review within seven (7) calendar days after receiving the response. If City disagrees with Contractor, then Contractor may proceed under Part 12 of Document 00 72 00 General Conditions. Contractor's failure to deliver the foregoing notice and Cost Proposal by the deadline stated above shall result in waiver of the right to file a Cost Proposal. City will respond to the Cost Proposal within seven (7) calendar days of receipt.
 4. If City accepts the Cost Proposal, City will prepare Change Order for City and Contractor signatures.
 5. If Cost Proposal is not acceptable to City, City will submit in its response what it believes to be a reasonable cost and/or adjustment, if any. Contractor shall have seven (7) days in which to respond to City.
 6. If time does not permit this response period, City will issue a Field Directive with its recommended cost and/or time adjustment. Upon receipt of Field Directive, Contractor shall proceed with work and concurrently respond to City's response within the time period reference above. Contractor's response may be any one of following:
 - a. Return Field Directive signed, thereby accepting City's response.
 - b. Submit a revised Cost Proposal with supporting documentation.
 - c. Submit a Claim as described in Part 12, Document 00 72 00 General Conditions.
 7. Contractor shall submit RFI as a first step to resolve differing site conditions or hazardous waste materials encountered in the Work.
- B. (Blank)
- C. City Requested Proposals - Procedure. City may request a Cost Proposal from Contractor by issuing a Field Directive. Contractor shall respond to City's request within seven (7) calendar days by furnishing a Cost Proposal containing a complete breakdown of costs of credits, deducts and extras; itemizing materials, equipment, labor, taxes, overhead and profit. Subcontract work shall be so indicated. City may review Cost Proposal as set forth above. Upon approval of proposal, City will issue a Change Order directing Contractor to proceed with extra work. If the parties do not agree on the price, City may either re-issue the Field Directive directing the work be performed, or decide the issue per Part 12 of Document 00 72 00 General Conditions. Contractor shall perform the changed work notwithstanding any claims or disagreements of any nature.

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- D. Field Directive - Procedure. Upon receipt of a Field Directive, Contractor shall promptly proceed with the change in the work involved and advise City of Contractor's agreement or disagreement with the method, if any, provided in the Field Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
1. If the Field Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods unless City and Contractor mutually agree in some other manner:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Unit prices stated in the Contract Documents, Schedule of Values or subsequently agreed upon.
 - c. On a not to exceed amount, which shall be expended based on time and material records of the work prepared and submitted each day by the Contractor to the City in conformance with the Force Account procedures outline in paragraph 1.06 of this Specification 01 25 10. These record sheets shall itemize all work performed on the Field Directive work scope. All time and material records must be signed by the City's field representative indicating their agreement that the claimed work occurred. The signature of the City's field representative on the time and material record sheets does not constitute City agreement that the listed work is a contract change or that it is eligible for extra payment.
 2. A Field Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
 3. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by City on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance or overhead and profit. If the parties still do not agree on the price for a Field Directive, Contractor may file a claim per Part 12, Document 00 72 00 General Conditions. Contractor shall keep and present, in such form as City may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.04 and 1.05 below.
 4. Pending final determination of cost to City, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to City for a deletion or change, which results in a net decrease in the Contract Sum, shall be actual net cost as confirmed by City. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- E. All Changes.
1. Contractor shall maintain detailed records of work done on a time and material basis. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal. Contractor shall, on request, provide additional data to support computations for:
 - a. Quantities of products, materials, labor and equipment.

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- b. Taxes, insurance and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
 - e. Credit for deletions from Contract, incorporating (a) through (c) above, similarly documented.
2. Contractor shall support each claim for additional costs, and for work done on a cost and percentage basis, with additional information including:
- a. Credit for deletions from Contract, similarly documented.
 - b. Origin and date of claim.
 - c. Dates and times work was performed and by whom.
 - d. Time records and wage rates paid per Contractor's certified payroll and fringe benefit statements.
 - e. Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
3. When both additions and credits are included in a change, the net change in quantity of work shall first be calculated prior to applying the unit costs of labor, materials, and equipment to the quantity.
- F. Correlation of Subcontractor Submittals
- 1. Contractor will revise Schedule of Values and Application for Payment forms to record each authorized Change Order or Field Directive as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period. Changes to the Schedule shall be highlighted for easy identification.
 - 2. Contractor shall revise the Progress Schedule prior to the next monthly pay period if it is affected by any Change Order or Field Directive.

1.04 COST DETERMINATION

- A. Total cost of extra work or of work omitted shall be the sum of labor costs, material costs, equipment rental costs and specialist costs directly used in constructing the work plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra work, whether calculating Cost Proposals, Change Orders or Field Directive, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs, including costs associated with document reproduction and transmittal, office and administrative overhead, interest, escalation, and any similar costs associated with the extension of contract time, arising out of or connected with the performance of extra work, of any nature. No special, incidental or consequential damages may be claimed or recovered against City, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.
- B. Overhead and Profit:
- 1. The Prime Contractor shall be allowed a mark-up for overhead and profit on materials and equipment for extra work not to exceed 15 percent (15%). Prime Contractor's mark-up for overhead and profit on labor for extra work shall not exceed 20 percent (20%).
 - 2. When a first tier subcontractor performs extra work, Prime Contractor shall receive a 10 percent (110%) mark-up on subcontractors' total costs of extra work. First tier

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subcontractor's overhead and profit on its work shall not exceed 15 percent (15%) total.

3. When extra work is performed by a second or lower tier subcontractor, Prime Contractor shall receive a maximum total mark-up of 5 percent (5%), and the first tier subcontractor shall receive a maximum total mark-up of five percent (5%) on the lower tier subcontractors' total costs of extra work, which shall include overhead and profit mark-up not exceeding 15 percent (15%).
4. Notwithstanding the foregoing, in no case shall the total overhead and profit mark-up on any extra work exceed thirty percent (30%) of the direct cost, notwithstanding the actual number of contract tiers. It is Prime Contractor's sole responsibility to structure its subcontracts to conform to this provision.
5. On proposals covering both increases and decreases in Contract Sum, mark-up shall be allowed on the net increase only as determined above. When the net difference is a decrease, no percentage mark-up shall be allowed.
6. Overhead and profit shall be considered to include compensation for all indirect costs, including costs due to any cumulative delay, inefficiencies, or any other cumulative impacts or disruptions on Contractor's resources and planned progression resulting from the extra work. Contractor's mark-up shall be construed to include engineering; supervision; warranties; and cost of preparing the cost proposal; and all jobsite and home office overhead, including small tools and equipment; and profit. No mark-up shall be allowed on taxes, insurance, and bonds.

C. Owner Operated Equipment

1. Payment for equipment shall be in accordance with 1.05.C below.
2. Payment for labor shall be at no more than the rates established by prevailing wages for the type of worker and location of work.

1.05 COST BREAKDOWN

A. Labor - City will pay cost of labor for workers (including forepersons when authorized) used in actual and direct performance of extra work, excluding any hours involved with commuting, travel, or "minimum rates," whether employer is Contractor, subcontractor or other forces. Cost will be the sum of following:

1. Actual Wages - Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation and similar purposes.
2. Labor surcharge - Payments imposed by local, county, state and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in subparagraph 1 above, such as taxes and insurance. Labor surcharge shall be 20% and in accordance with Section 9-3.4.2 of the General Provisions of the Standard Specifications.

B. Material - Only materials furnished by Contractor and necessarily used in performance of extra work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Contractor, subcontractor or other forces) from supplier thereof, except as the following are applicable:

1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to City notwithstanding fact that such discount may not have been taken.
2. For materials salvaged upon completion of extra work, salvage value of materials shall be deducted from cost, less discounts, of materials.

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3. If cost of a material is, in opinion of City, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in subparagraph 1 above.

C. Equipment Rental

1. Section 9-3.4.4 of the General Provisions of the Standard Specifications shall apply.

D. Work Performed by Special Forces or Other Special Services

1. When City and Contractor, by agreement, determine that a special service or item of extra work cannot be performed by forces of Contractor or those of any first tier or lower subcontractors, the service or extra work item may be performed by a specialist. Invoices for service or item of extra work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra work performed in such facility may, by agreement, be accepted as a specialist billing. City must be notified in advance of all off-site work. In lieu of overhead and profit provided in Paragraph 1.04.B of this Section 01 25 10, a 15 percent (15%) mark-up will be allowed on the specialist invoice price, less credit to City for any cash or trade discount offered or available, whether or not such discount may have been taken.

1.06 FORCE-ACCOUNT

- A. If it is impracticable because of nature of work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by City. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.04 and 1.05 of this Section 01 25 10.
- B. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City each day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding work day as required herein. No claim for compensation for Force-Account Work will be allowed unless reports have been made.
- C. Force-Account Work shall be paid as extra work under this Section. Above described methods of determining payment for work and materials shall not apply to performance of work or furnishings of material, which, in judgment of City, may properly be classified under items for which prices are established in Contract Documents.

1.07 CITY FURNISHED MATERIALS

- A. City reserves right to furnish materials, as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

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1.08 OVERHEAD DEFINED

- A. The following constitutes charges that are deemed included in the overhead of Prime Contractor and all subcontractors for all contract modifications, including Force-Account Work, and work required by Field Directive, whether incurred by Contractor, subcontractors, or suppliers:
1. Drawings: field drawings, sketches, etc. including submissions of drawings
 2. Contractor supervision and/or routine field inspection of work proposed
 3. General superintendence and project management
 4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary, including all reproduction and transmittal costs
 5. Computer services
 6. Reproduction and transmittal services of any kind
 7. Salaries of project engineer, project manager, superintendent, timekeeper, storekeeper and administrative assistants, secretaries
 8. Janitorial services
 9. Temporary on-site facilities
 10. Offices and telephones
 11. Plumbing, electrical, power, lighting
 12. Platforms
 13. Fencing and protection of work
 14. Procurement and use of vehicles and fuel used coincidentally in base bid work.
 15. Estimating
 16. Subcontractor bonds and insurance premiums and costs
 17. Transportation, parking, handling and disposal fees
 18. Consumables and attrition
 19. Final cleanup and other incidental work
 20. Home Office Expenses
 21. Surveying
 22. Record Drawings (As Built)

1.09 RECORDS AND CERTIFICATION

- A. Force-Account (cost reimbursement) charges shall be recorded daily upon Cost Breakdown for Contract Modification Form. Contractor or authorized representative shall complete and sign form. Contract Modification Form shall provide names and classifications of workers and hours worked by each, itemize materials used, and also list size type and identification number of equipment, and hours operated, and shall indicate work done by specialists.
- B. No payment for Force-Account Work shall be made until Contractor submits original invoices substantiating materials and specialists charges. No payment for Field Directive Work shall be made until negotiations have been completed and the subsequent Change Order issued.
- C. City shall have the right to audit all records in possession of Contractor or first tier subcontractors or lower tier subcontractors relating to activities covered by Contractor's claims for modification of Contract, including Force-Account Work and Field Directive Work, as set forth in Document 00 72 00 General Conditions.

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- D. Further, City shall have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

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COST PROPOSAL FORM

Date: _____

Project Number _____

In Response To _____ (RFP, FD, RFI #, etc.)

To: City of Lafayette
 3675 Mt. Diablo Boulevard, Suite 210
 Lafayette, CA 94549

Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTR.	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
Material						
Direct Labor Cost						
Equipment						
Other (Specify)						
Total Cost						
Contractor's Overhead and Profit (20% max, L)						
Subcontractor's Overhead and Profit (15% max. M&L)						
Contractor's Overhead and Profit (15% max. M)						
Mark-Up for Subcontractor's work (10% max)						
GC Bond & Insurance (1% max.)						
GRAND TOTAL						
REQUESTED CHANGE IN CONTRACT TIME (DAYS)						

M: Material; L: Labor

By: _____ (Firm Name)

Signature: _____ Date: _____

Title: _____

END OF SECTION

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SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section describes the required project meetings for this work. These meetings include:
 - 1. Preconstruction Conference.
 - 2. Weekly Progress Meetings, or as needed.

1.02 PRECONSTRUCTION CONFERENCE

- A. City will call for and administer Preconstruction Conference at time and place to be announced. Conference will occur ten (10) days after award of Contract by the City Council.
- B. Contractor, including his Project Manager, Superintendent, all major subcontractors shall attend Preconstruction Conference.
- C. Agenda will include, but not be limited to, the following items:
 - 1. Schedule, including submittals of shop drawings and samples
 - 2. Progress Payment protocols, including Schedule of Values
 - 3. Use of premises
 - 4. Location of the Contractor's on-site facilities
 - 5. Job site security and Housekeeping
 - 7. Submittals and Requests for Information procedures
- D. If necessary, additional meetings shall be held in follow-up to the above.

1.03 WEEKLY PROGRESS MEETINGS

- A. City will schedule and administer Progress Meetings throughout duration of Work, if deemed necessary and appropriate. At the Engineer's discretion, in-lieu of Progress Meetings, informal meetings with Contractor may be held to discuss the pertinent issues at the time. Meetings shall be held at the site unless otherwise directed by City.
- B. Meetings may include discussion of: Percent complete of each activity; time impact evaluations for Change Orders and Time Extension Requests; actual and anticipated activity sequence changes; actual and anticipated duration changes; actual and anticipated contractor delays; and progress payment applications.
- C. Meetings shall be attended by Contractor's Superintendent. The Engineer shall have discretion to include major subcontractors and suppliers, and other personnel as appropriate to agenda topics for each meeting.

1.04 PRE-INSTALLATION CONFERENCES

- A. Installation of certain critical components and systems require special coordination with various trades, or confirmation of expected product and results regarding appearance,

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function, and integration into the overall building. At the request of the Engineer, Contractor and subcontractors as designated by the Engineer shall attend pre-installation conferences for the above purpose.

- B. A pre-installation conference with the Contractor, subcontractor, and TBS will be required prior to assembly and installation of the Trellis System.
- C. Installation of conduit runs at open ceilings, and in other areas where the conduits are readily visible, shall require pre-installation meetings to confirm the precise alignment and method of conduit installation.

END OF SECTION

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SECTION 01 32 10

PROGRESS SCHEDULES AND REPORTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This section describes scheduling requirements for this contract, including:
 - 1. Description, Definitions and General Schedule Requirements
 - 2. CPM Schedule
 - 3. Schedule Updates
 - 4. Recovery Schedules
 - 5. Schedule Delay and Time Impact Evaluations

- B. Related Sections
 - 1. Section 01 11 00: Summary of Work
 - 2. Section 01 22 10: Measurement and Payment
 - 3. Section 01 31 19: Project Meetings
 - 4. Section 01 33 10: Submittals

1.02 GENERAL SCHEDULE REQUIREMENTS

- A. Contractor shall develop a schedule for the project demonstrating complete fulfillment of all contract requirements, shall keep the schedule up to date in accordance with the requirements of this section and shall utilize the Critical Path Method (CPM) in planning, coordinating, performing and reporting the work under this contract, including all activities of subcontractors, equipment vendors, and suppliers, and in assisting the City in monitoring the progress of the Work.

- B. Project schedules shall include the development of design drawings for the fire sprinkler system for permitting and application of fire service connection, as specified elsewhere in these Project Documents. Submittal, review, and approval of drawings, obtaining fire service connection, and permitting shall be shown as milestones on the schedule. Contractor shall coordinate with the Engineer to reflect realistic durations for the above activities leading up to and including installation.

1.03 DESCRIPTIONS AND DEFINITIONS

- A. Critical work activities are defined as work activities, which, if delayed or extended, will delay the scheduled completion of the Work. All other work activities are defined as non-critical work activities and are considered to have float.

- B. Float is defined as the time that a non-critical work activity can be delayed or extended without delaying the scheduled completion of milestones specified in this Section or the scheduled completion of the Work, or both. Float or slack time is not for the exclusive use or benefit of either the City or Contractor. Neither Contractor nor City shall have an exclusive right to the use of float. Neither City nor Contractor owns float. As such, liability for delay of final completion rests with the party whose unexcused delay, most recent in time, actually caused the completion delay.

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1. For example, if Party A incurs delay and uses some but not all of the float, and Party B later incurs unexcused delay and uses the remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the final completion. Party A would not be liable because it did not consume the entire float and additional float remained at the time. The project completion was unaffected by Party A.
 2. Delays to any non-critical activities shall not be the basis for an extension of contract time until the delays consume the total float associated with non-critical activities and cause the activities to become critical. Negative float is not allowed in either the Preliminary CPM Schedule or the Baseline CPM Schedule.
 3. Contractor shall not sequester float through strategies such as extending activity duration estimates to consume available float, using preferential logic, or any other techniques to manipulate float or schedule.
 4. It is acknowledged that City caused time savings (i.e., savings in critical path submittal reviews, approval of substitution requests which result in time savings for Contractor, etc.) create shared float. Accordingly, City caused time savings may offset City caused delays.
- C. Non-Working Days: All schedules shall not allow work on Saturdays, Sundays and City-observed holidays. Contractor shall ascertain information regarding City observed holidays prior to bidding.
- D. City reserves the right to require Contractor to adjust, add to, or clarify any portion of any schedule which may later be discovered to be insufficient for monitoring of Work or approval of payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.
- E. (Not Used)
- F. Failure by Contractor to include any element of the work required for the performance of this Contract and completion of the Work shall not excuse Contractor from completing all work required within the time for completion, notwithstanding City's acceptance of any schedule required by this section.
- G. Contractor shall allow five (5) working days for City to prepare the project final punch list. Also, Contractor shall allow five (5) working days to complete all project punch list items.
- H. Submittal of the Preliminary CPM Schedule, Baseline CPM Schedule, and subsequent weekly updates of the Baseline CPM Schedule, shall be understood to be the Contractor's representation that these schedules meet requirements of the Contract Documents and that Work shall be executed in sequence indicated on these schedules. Submittal shall not relieve the Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including addressing adverse effects such as delays resulting from ill-timed work
- 1.04 PRELIMINARY CPM SCHEDULE
- A. Submittal: Contractor shall submit a Preliminary CPM Schedule (100 or less activities) at the pre-construction meeting scheduled by the City. The Preliminary CPM Schedule should focus on the activities that are planned for the first two weeks of the project from the Notice to Proceed date and summarize the activities thereafter through the contract Final

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Completion date.

- B. Electronic File, Diagrams and Reports: At the preconstruction meeting, Contractor shall submit a schedule that includes and shows the following minimum information: Activity Identification, Activity Description, Work Day Duration, and Start dates.
- C. Other Schedule Content: The schedule shall also include the following milestones and related activities: Notice to Proceed, substantial completion, final completion, submittal activities for the first two weeks, architectural/engineering review activities, procurement/fabrication activities.
- D. City Review & Contractor Re-Submittal: The City will review the schedule submittal and provide comments to the Contractor within 7 working days from receipt of the schedule. Any revisions deemed necessary by the City, as a result of its review, shall be incorporated into the Contractor's Preliminary CPM Schedule and re-submitted to City for review within seven (7) calendar days from receipt of the City's comments.
- E. City Acceptance: City's acceptance of the Contractor's Preliminary CPM Schedule will be a condition precedent to making any progress payment for work performed by the Contractor and its subcontractors. Once accepted by the City, the schedule shall constitute the Baseline CPM Schedule.

1.05 (Blank)

1.06 SCHEDULE UPDATES OF THE BASELINE CPM SCHEDULE

- A. Submittal: Contractor shall update the Baseline CPM Schedule twice a month and submit each update at the Weekly Progress Meeting following the update.
- B. City Review & Contractor Re-Submittal: The City shall review and provide comments to the Contractor if it finds deviations have been made to the schedule update that are not acceptable. Contractor shall revise the schedule accordingly and resubmit for approval prior to the next weekly meeting or within 5 calendar days, whichever is shorter.
- C. Schedule updates shall be the basis for evaluating job progress, payment requests, and time extension requests. The Contractor is responsible for preparing schedule updates and monitoring actual progress as compared to the previous schedule update.
- D. Each schedule update shall continue to show all work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- E. Contractor shall not make unilateral revisions to activity durations or logic of work activities that were previously accepted by the City. Any changes to work activity durations or logic shall be approved by the City.
- F. Contractor acknowledges that failure by Contractor to maintain and update the schedule conforming to these provisions shall serve as prima-facie evidence of its failure to provide adequate notice conforming to Contract regarding any time delay, and as such shall be considered sufficient grounds for City to reject any claims of said delay by Contractor.

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1.07 (Blank)

1.08 (Blank)

1.09 SCHEDULE DELAY, TIME IMPACT EVALUATIONS AND TIME EXTENSIONS

- A. Schedule Delay Meetings: At any time, if the updated schedule shows the project behind schedule by seven (7) days or more beyond the final completion, and the Contractor is of the opinion that the delay(s) were beyond his control, the Contractor must notify the City and follow the procedures below:
1. The Contractor shall review each of the weekly schedule updates in the previous month to identify the critical path shown in each schedule update and retrospectively quantify the as-built causes of schedule slippage to the critical path in that month. The Contractor must take into account Contractor delays (e.g., lack of labor resources, late delivery of materials or equipment, not achieving anticipated labor productivity, etc.) in addition to delays beyond his control (e.g., City Change Orders, strikes and weather delays, etc.). Contractor shall present its retrospective schedule analysis at the next scheduled weekly progress meeting and either request a time extension or review the steps the Contractor will take to recapture lost time.
 2. City will respond in writing to a request within seven (7) working days and adjust the Contract Time, or not, in accordance with its findings. Contractor will waive its rights to any time extension if Contractor fails to submit its time extension request as described above.
 3. (Not used)
 4. In no event shall Contractor reduce labor resources in the field due to the fact that Contractor's schedule update shows off-site activities are anticipated to delay critical path work in the field.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

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SECTION 01 33 10

SUBMITTALS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section describes general requirements for submittals for the Work:
 - 1. Procedures
 - 2. Product Data
 - 3. Shop drawings
 - 4. Samples
 - 5. Coordination
 - 6. Quality Control Submittals
 - a. Test Reports or Certificates
 - b. Manufacturers' Instructions
 - c. Material Safety Data Sheets
 - 7. Operations and Maintenance Manuals

- B. Related Sections
 - 1. Section 01 11 00: Summary of Work
 - 2. Section 01 22 10: Measurement and Payment
 - 3. Section 01 25 10: Modification Procedures
 - 4. Section 01 32 10: Progress Schedules and Reports
 - 5. Section 01 77 10: Contract Closeout
 - 6. Section 01 78 39: Project Record Documents

1.02 PROCEDURES

- A. (Blank)

- B. Submittal time shall be incorporated into the project schedule. Contractor shall schedule submissions to provide a minimum of five (5) working days of review time for each submittal so as to cause no delay and to allow adequate time for review and to avoid impact to the project schedule.

- C. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this project. Submittals shall be submitted based on each technical specification section of the Project Manual and include all information requested thereby. Partial or incomplete submittals will be returned without review. Submittals shall include a log number and reference to Specifications Section and/or Plan sheets and details in the format required by the City.

- D. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show the materials and equipment Contractor proposes to provide and to enable City review of the information for the limited purposes specified below. Samples shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as may be required to enable review of the submittal. Three units of each sample shall be submitted unless otherwise specified in the Specifications.

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- E. At the time of each submission, Contractor shall give City specific written notice of all variations, if any; that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, and the reasons therefore. In addition, Contractor shall indicate a specific notation on each Shop Drawing and Sample submitted for review of each such variation. If City accepts deviation, City shall note its acceptance on the returned submittal form and, if necessary, issue appropriate Contract Modification.
- F. Submittal coordination and verification is responsibility of Contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Before submitting each Shop Drawing or Sample, Contractor shall have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents, and shall have determined and verified:
 - 1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
 - 2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
 - 3. All information relative to Contractor's responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- G. Contractor's submission to City of a Shop Drawing or Sample submittal will constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to Contractor's review and approval of that submittal.
- H. Designation of work "by others", if shown in submittals, shall mean that work will be responsibility of Contractor rather than subcontractor or supplier who has prepared submittals.
- I. After review by City of each of Contractor's submittals, one set of submittals will be returned to Contractor with either a favorable review or a request for resubmittal due to reasons such as errors, need for additional information, or non-conformance with the specifications. Favorable reviews may be conditional on correction of minor errors and making other miscellaneous adjustments to the submittal. After City's review of submittal, Contractor shall revise submittal as noted and resubmit if required. Contractor shall identify changes made since previous submittal(s).
- J. Contractor shall produce a complete and acceptable submittal no later than the second submission. City reserves the right to deduct monies from payments due Contractor to cover additional costs of review beyond the second submission. Illegible submittals will be rejected and returned to Contractor for resubmission.
- K. Favorable review will not constitute acceptance by City of any responsibility for the accuracy, dimensions, or coordination and completeness of the submittals, all of which shall be the sole responsibility of Contractor, including responsibility to backcheck comments, corrections, and modifications from City's review before fabrication. Contractor, subcontractors, or suppliers may prepare submittals, but Contractor shall ascertain that submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. City's review will be only to determine if the items covered by the submittals generally conform to the information given in the Contract Documents and if they are

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generally compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by City, or any officer, employee, consultant or agent thereof, and Contractor shall have no claim under Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so reviewed. Favorable review shall be considered to mean merely that City has no objection at the time to Contractor using, upon his sole and full responsibility, the plan or method of work proposed, or materials and equipment proposed.

- L. City's review does not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review of separate items does not indicate review of the assembly in which the items function.
- M. It shall be Contractor's responsibility to copy, conform and distribute reviewed submittals in sufficient numbers for Contractor's files, subcontractors and vendors.
- N. Contractor shall begin no fabrication or work that requires submittals until he receives a favorable review for said work.

1.03 PRODUCT DATA

- A. For products specified only by reference standards, manufacturer, trade name, model or catalog designation, and reference standards shall be provided.
- B. Product or Catalog Data:
 - 1. Manufacturers standard drawings shall be modified to delete non-applicable data or include applicable data.
 - 2. Manufacturers catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data shall be marked to identify pertinent materials, products, or models, and show information unique to the project, such as dimensions and clearances required; performance characteristics and capacities, wiring diagrams and controls.

1.04 SHOP DRAWINGS

- A. Mandatory shop drawing submittals:
 - 1. Project work includes providing a fully code-compliant and fully functional fire sprinkler system and fire alarm system. Contractor shall provide design drawings for said systems, including all applicable calculations, specifications, and details for all installation and connections, conforming to all applicable standards and codes. Said drawings shall be of sufficient form, content, and details to satisfy various applicable agencies to obtain supporting connections such as private fire service and required permits for the installation, including East Bay Municipal Utility District (EBMUD), Contra Costa County Fire Protection District, and Contra Costa County Building Inspection Department.
 - 2. Contractor shall submit documents for the fire sprinkler system with 15 days of Notice to Proceed.
 - 3. Contractor shall submit documents for the fire alarm system at least 15 days in advance of commencing work on said system. Said documents shall be prepared by person(s) possessing a California C-10 contractor license and shall conform to

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NFPA72-2013, or the latest version of the code, applicable to this project, and design drawings included in the Contract Documents with deviations only as required by applicable codes.

- B. For all Project Work, submittals shall conform to the following:
1. Sheet Size: Minimum 8-1/2 inches by 11 inches, maximum 24 inches by 36 inches.
 2. Quantity: Three (3) copies and one (1) reproducible original. City may accept digital submittal on selected items.
 3. Each copy shall identify applicable products, models, options, and other data; including supplemental data to provide information unique to the Work.
 4. Manufacturers' installation instructions shall be included when required by the applicable specifications.
 5. Shop drawings shall be drawn to scale and completely dimensioned, giving plan view together with such sections as are necessary to clearly show construction details and methods.
- C. Contractor acknowledges his responsibility to develop and provide construction details where required to fulfill the general intent of the Project Drawings and Specifications. Contractor represents that he has the knowledge, qualification, and experience of the trades related to the Work, as prerequisites to entering this Contract, to develop and provide said construction details for City's review and approval. Said effort is considered incidental to Contractor's obligations under the Contract and shall not be construed as additional services, and no additional compensation is owed to Contractor therefor.

1.05 SAMPLES

- A. Submittals shall conform to the following:
1. Inclusion of a full range of standard colors, textures, and patterns for City's selection.
 2. Samples shall illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Submittal shall coordinate different product categories for interfacing work.
 3. Quantity: Three (3) samples with identification on each sample, giving full information.
 4. Unless otherwise specified, sample sizes shall conform to the following:
 - a. Paint Chips: Manufacturers' standard
 - b. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
 - c. Linear Products: Minimum 6 inches, maximum 12 inches long
 - d. Bulk Products: Minimum 1 pint, maximum 1 gallon
 5. Field Samples and Mock-ups shall conform to the applicable specifications and be created to provide appearance and finishes as approved by the City. Based on City's direction, Contractor shall construct or prepare as many additional samples as may be required to achieve desired textures, finishes, and/or colors.
 6. Accepted samples and mock-up shall serve as the standard of quality for the various units of work. Approved full-size samples and mock-ups may be incorporated in the Work upon approval, unless otherwise directed by the City.
 7. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.

1.06 COORDINATION

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- A. Structural Cutting: Contractor shall obtain specific positive written instructions from City before cutting beams or other structural members, walls, arches or lintel, and Contractor shall be guided by such instructions.

1.07 QUALITY CONTROL SUBMITTALS

- A. Contractor shall submit three (3) copies of all test reports or certificates to indicate that the applicable material or product conforms to or exceeds the contract requirements. Documents from recent and previous tests may be allowed at the sole discretion of the City.
- B. Contractor shall submit three (3) copies of manufacturers' Instructions, including printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing. Contractor shall notify City of any conflicts between manufacturer's instructions and Contract Documents.
- C. Contractor shall submit three (3) copies of material safety data sheets (MSDS) for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Work.

1.08 OPERATIONS AND MAINTENANCE MANUALS

- A. Contractor shall submit three (3) copies of manufacturers' operations and maintenance manuals. Operations and maintenance manuals shall include the following as appropriate:
 - 1. Operating instructions
 - 2. Preventive maintenance instructions
 - 3. Cleaning instructions
 - 4. Safety precautions
 - 5. Trouble shooting procedures
 - 6. Theory of operation to discrete component level
 - 7. Schematic diagrams, flow diagrams, wiring diagrams, logic diagrams, etc., to discrete component level
 - 8. Parts lists showing all discrete components with part number, current prices and availability
 - 9. List of replaceable supplies; paper, ink, ribbon, etc., with part numbers, current prices and availability
 - 10. Recommended levels of spare parts and supplies to keep on hand
 - 11. Manufacturers' service and maintenance technical manuals
 - 12. Names, addresses and telephone numbers of service and repair firms for the equipment
- B. Manuals shall be the same as are used by manufacturers' authorized technicians to completely service and repair the equipment.

1.09 DELAY OF SUBMITTALS

- A. Delay of submittals by Contractor is considered avoidable delay. Liquidated damages incurred because of late submittals will be assessed to Contractor.

END OF SECTION

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SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes regulatory requirements applicable to Contract Documents.
- B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory City at the date of submission of bids unless the document referenced is shown dated.
- C. Should any conditions develop not covered by the Contract Documents wherein the finished work will not comply with current codes, a change order detailing and specifying the required work shall be submitted to and approved by the Engineer before proceeding with the Work.

1.02 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with their requirements.
- B. Conform to referenced codes, laws, ordinances, rules and regulations.
- C. Precedence:
 - 1. Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
 - 2. Where Plans or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Plans and Specifications shall take precedence so long as such standard does not violate any law.
 - 3. Where no requirements are identified on Plans or in Specifications, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

1.03 CODES

- A. Codes that apply to Contract Documents include, but are not limited to, the following:
 - 1. Cal. Building Code (Part 2, Title 24, C.C.R., including, without means of limitation, sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)
 - 2. Cal. Electrical Code (Part 3, Title 24, C.C.R.)
 - 3. Cal. Mechanical Code (Part 4, Title 24, C.C.R.)
 - 4. Cal. Plumbing Code (Part 5, Title 24, C.C.R.),

1.04 LAWS, ORDINANCES, RULES AND REGULATIONS

- A. During prosecution of Work to be done under Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:

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- B. Federal
 - 1. Americans with Disabilities Act of 1990 CADA
 - 2. 29 CFR, Section 1910.1001, Asbestos
 - 3. 40 CFR, Subpart M, National Emission Standards for Asbestos
 - 4. Executive Order 11246

- C. State of California
 - 1. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
 - 2. California Public Contract Code
 - 3. California Health and Safety Code
 - 4. California Government Code
 - 5. California Labor Code
 - 6. California Civil Code
 - 7. California Code of Civil Procedure
 - 8. CPUC General Order 95, Rules for Overhead Electric Line Construction
 - 9. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
 - 10. California Occupational Safety and Health Administration (Cal OSHA)
 - 11. Occupational Safety and Health Administration (OSHA): Hazard Communications Standards.

- D. State of California Agencies
 - 1. State and Consumer Services City
 - 2. Office of the State Fire Marshall
 - 3. Office of Statewide Health Planning and Development

- E. Local Agencies:
 - 1. Bay Area Air Quality Management District
 - 2. City of Lafayette
 - 3. County of Contra Costa

- F. Other Applicable Laws, Ordinances and Regulations:
 - 1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of Federal, State and local governmental agencies and jurisdictions having authority over the Project.
 - 2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.
 - 3. Where such laws, ordinances rules and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules and regulations occur subsequent to the execution date of the Agreement.

1.05 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

- A. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services,

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benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of this Agreement.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

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SECTION 01 42 10

REFERENCES AND DEFINITIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes reference standards, abbreviations, symbols and definitions used in Contract Documents in addition to those specified in other Sections of Specifications. Full titles and edition dates may be given in this Section for standards cited in other Sections of Specifications.
- B. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
- C. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor, because manufacturers and trades involved are assumed to be familiar with their requirements.

1.02 REFERENCE STANDARDS AND SPECIFICATIONS

- A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or laws or regulations in effect at the time of opening of Bids, including all amendments and supplements, except as may be otherwise specifically stated in the Contract Documents.
- B. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any supplier, Contractor shall report it in writing at once by submitting a Request for Information to City, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by City.
- C. No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of Contractor or any of his subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to City or any of its consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
- D. Contractor shall comply with the applicable portions of standards and specifications published by the technical societies, institutions, associates and governmental agencies referred to in Specifications.

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- E. Referenced Grades Classes and Types: Where an alternative or optional grade, class or type of product or execution is included in a reference but is not identified in Plans or in Specifications, provide the highest, best and greatest of the alternatives or options for the intended use and prevailing conditions.
- F. Jobsite Copies:
1. Contractor shall obtain and maintain at the Project site copies of reference standards identified on Plans and in Specifications in order to properly execute the Work.
 2. At a minimum, the following shall be readily available at the site:
 - a. Model Codes: Uniform Building Code (UBC), Uniform Fire Code (UFC), Uniform Mechanical Code (UMC), Uniform Plumbing Code (UPC), NFPA 70-National Electric Code (NEC) and NFPA 101-Life Safety Code, including applicable amendments for jurisdiction in which Project is located.
 - b. State Codes: California Code of Regulations, Division of Industrial Safety regulations.
 - c. Safety Codes: State of California, Division of Industrial Safety regulations.
 - d. General Standards: UBC Standards, other model code standards, UL Building Products Listing, FM Approval Guide and ASTM Standards in Building Codes.
 - e. Fire and Life Safety Standards: All referenced standards pertaining to fire rated construction and exiting.
 - f. Common Materials Standards: American Concrete Institute (ACI), American Institute of Steel Construction (AISC), American Welding Society (AWS), Gypsum Association (GA), National Fire Protection Association (NFPA), Tile Council of America (TCA) and Woodwork Institute of California (WIC) standards to the extent referenced within the Specifications.
 - g. Research Reports: ICBO Research Reports and CABO National Evaluation Service Reports (NER) for all products used.

1.03 STANDARDS

- A ACI (American Concrete Institute), Standard 318, Building Code Requirements for Reinforced Concrete
1. ACI 355.1, American Concrete Institute, "State-of-the-Art Report on Anchorage to Concrete".
- B AISC (American Institute of Steel Construction), Specifications and Code of Standard Practice for Steel Buildings and Bridges
- C ANSI (American National Standards Institute, formerly American Standards Association),
1. ANSI Z97.1
 2. AISC 303
 3. ANSI/AISC 341 - Seismic Provisions for Structural Steel Buildings.
 4. ANSI/AISC 358 - Prequalified Connections for Special and Intermediate Steel Moment Frames for Seismic Applications.
 5. ANSI/AISC 360 - Specification for Structural Steel Buildings.
 6. AISC - Steel Construction Manual
- D Standard C2, NESC (National Electrical Safety Code)
- E ASTM (American Society for Testing and Materials) as noted in sections including ASTM

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E 488, "Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements".

- F RCSC – Research Council on Structural Connections "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- G RCSC – Research Council on Structural Connections "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 - 1. AWS - American Welding Society's
 - 2. AWS D1.1 - Structural Welding Code - Steel.
 - 3. AWS D1.8 - Structural Welding Code - Seismic Supplement
- H SSPC - Steel Structures Painting Council
- I NAAWS Standard: Comply with applicable requirements of "North American Architectural Woodwork Standards" (NAAWS) adopted and published jointly by Architectural Woodwork Institute, Architectural Woodwork Manufacturers Association of Canada and Woodwork Institute.
- J Glass Association of North America (GANA) "Glazing Manual" and "Sealant Manual".
- K Sealed Insulating Glass Manufacturers Association (SIGMA): TM-3000 "Vertical Glazing Guidelines" and TB-3001 "Sloped Glazing Guidelines".
- L IAPMO (International Association of Plumbing and Mechanical Officials)
 - 1. UMC (Uniform Mechanical Code)
 - 2. UPC (Uniform Plumbing Code)
- M ICBO (International Conference of Building Officials)
 - 1. UBC (Uniform Building Code)
 - 2. CBC (Californian Building Code)
 - 3. UFC (Uniform Fire Code)
- N NFPA (National Fire Protection Association)
 - 1. Pamphlet 1, Fire Prevention Code
 - 2. Pamphlet 13 and 14, Sprinkler Systems, Installation
 - 3. Pamphlet 24, Private Fire Service Mains
 - 4. Pamphlet 70, NEC (National Electric Code)
 - 5. Pamphlet 71, Signaling Systems, Central Station
 - 6. Pamphlet 101, Life Safety Code
- O California Code of Regulations
 - 1. Title 8 Industrial Relations
 - 2. Title 19 Public Safety
 - 3. Title 24 Building Standards
 - 4. California Labor Code
- P City of Lafayette Standard Specifications (March 2013), referred to as the "Standard Specifications" in the Contract Documents, except where expressly modified by provisions of these Project Specifications.

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- Q State of California Department of Transportation Standard Plans and Standard Specifications (2010 Edition), referred to as the "State Standard Plans" and "State Standard Specifications" in the Contract Documents, except Sections 1 through 9 of said specifications, which are expressly excluded from incorporation herein.
- R Contra Costa County Public Works Department Standard Plans, latest non-metric version, referred to as "County Standard Plans or Details" in the Contract Documents.
- S City of Lafayette Basic Construction Guidelines for Tree Preservation.

1.04 ABBREVIATIONS

- A. Listed below are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ABPA	American Board Products Association
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute (formerly American Standards Association)
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute
APA	American Plywood Association
ARI	Air Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWCI	Association of the Wall and Ceiling Industries
AWPA	American Wood Protection Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
Cal/OSHA	California Occupational Safety and Health Administration
CCR	California Code of Regulations
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPUC	California Public Utilities Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
CTI	Ceramic Tile Institute
DHI	Door and Hardware Institute

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FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FS	Federal Specifications
GA	Gypsum Association
HPMA	Hardwood Plywood Manufacturers Association
HVAC	Heating, Ventilating and Air Conditioning
IACS	International Annealed Copper Standards
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IES	Illuminating Engineering Society
JATC	Joint Apprenticeship Training Committee
MIA	Masonry Institute of America
MIA	Marble Institute of America
MLSFA	Metal Lath/Steel Framing Association
MSS	Manufacturers Standardization Society of the Valve & Fitting Industry
NAAMM	National Association of Architectural Manufacturers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electric Manufacturer's Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NOFMA	National Oak Flooring Manufacturers Association
NSF	National Sanitation Foundation
NTMA	National Terrazzo & Mosaic Association
NWWDA	National Wood Windows and Doors Association
OSA	Division of State Architect (formerly known as the Office of the State Architect)
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
PDI	Plumbing and Drainage Institute
PS	Product Standard, U. S. Department of Commerce
RIS	Redwood Inspection Service
SDI	Steel Deck Institute
SFM	State of California, Office of State Fire Marshal
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joint Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SSPC	Steel Structures Painting Council
SWI	Steel Window Institute
TCA	Tile Council of America
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WHI	Warnock Hersey International

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WWPA Western Wood Products Association

1.05 DEFINITIONS

- A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth:

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-bid Conference and Site Visit.

AGREEMENT (Document 00 52 10): Agreement is the basic contract document that binds the parties to construction Work. Agreement defines relationships and obligations between City and Contractor and by reference incorporates Conditions of Contract, Plans, Specifications, and contains Addenda and all Modifications subsequent to execution of Contract.

ALTERNATE: Work added to or deducted from the Base Bid, if accepted by City.

APPROVED EQUAL or EQUAL: Approved in writing by City as being of equivalent quality, utility, durability, strength, appearance, design, and performance. Contractor has the burden to demonstrate equality, and City has the sole discretion to accept or reject a proposal as being "Approved Equal" or "Equal."

ARCHITECT: The person holding a valid California State Architect's license, whose firm has provided architectural services on the Project, and who may have engaged engineering subconsultants to provide services on Project. When Architect is referred to within the Contract Documents with respect to providing review, inspection, or approval of any kind, it shall mean the Engineer.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Prime contractor who submits a Bid.

BIDDING DOCUMENTS: All documents comprising the Project Manual (including all documents and specification sections listed on Document 00 00 10 Table of Contents), including documents supplied for bidding purposes only and Contract Documents.

BUILDING DEPARTMENT: Contra Costa County Building Inspection Department.

BY CITY: Work that will be performed by City or its agents at the City's expense.

BY OTHERS: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by City, other contractors, or other means.

CHANGE ORDER: A written instrument prepared by City and signed by City and Contractor, stating their agreement upon all of the following:

- a. a change in the Work,
- b. the amount of the adjustment in the Contract Sum, if any, and
- c. the amount of the adjustment in the Contract Time, if any.

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CITY: City of Lafayette, a Municipal Corporation.

CODE INSPECTOR: A local or state City responsible for the enforcement of applicable codes and regulations. This includes, without limitation: Contra Costa County Building Inspection Department; City Engineering Division; Contra Costa Fire Protection District; and various utility districts serving Contra Costa County.

CONCEALED: Work not exposed to view in the finished Work, including within or behind various construction elements such as furred spaces, embedded construction, shafts, and hung ceilings.

CONSTRUCTION MANAGER: The Engineer or his/her representative.

CONTRACT CONDITIONS: Any provision(s) of the entire contract provisions, including but not limited to the agreement, general conditions, their supplements, and the specifications.

CONTRACT DOCUMENTS or PROJECT DOCUMENTS: Contract Documents shall consist of the documents identified as the Contract Documents in Document 00 52 10 Agreement, plus all changes, addenda and modifications thereto.

CONTRACT MODIFICATION: Either a written amendment to the Contract signed by Contractor and the City or a Change Order.

CONTRACT SUM: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by City to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also referred to as the Contract Price, Contract Payment, or the Contract Amount.

CONTRACT TIMES: The number or numbers of days or the dates stated in the Agreement (i) to achieve Completion of the Work or designated milestones and/or (ii) to complete the Work so that it is ready for final payment and is accepted.

CONTRACTOR: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and masculine or neuter in gender, also referred to as Prime Contractor. The term "Contractor" means the Contractor or his authorized representative. Imperative sentences in the Contract Documents shall be interpreted to mean "Contractor" as the subject of those sentences.

CONTRACTOR'S EMPLOYEES: Persons engaged in execution of Work under Contract as direct employees of Contractor, as subcontractors, or as employees of subcontractors.

DAY: One calendar day, unless the word "day" is specifically modified to the contrary.

DEFECTIVE WORK: Refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by City). The Engineer is the judge of whether Work is defective.

DRAWINGS OR PLANS: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work,

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generally including plans, elevations, sections, details, schedules and diagrams. Also called Project Drawings.

ENGINEER: An employee of the City and its sole authorized representative on the Project.

EXPOSED: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

FIELD DIRECTIVE: A written work change directive to Contractor from the Engineer ordering alterations or modifications which may result in a change in Contract Sum or Contract Time.

FINAL COMPLETION: A state of the Work when all construction has been completed, including completion of punch list work, and Work is ready for Final Acceptance by action of the City of Lafayette City Council as satisfactorily completed in accordance with Contract Documents. Requirements for Final Completion include all of, but are not limited to, the following:

- a. All Systems having been tested and accepted as having met requirements of Contract Documents.
- b. All required instructions and training sessions having been given by Contractor.
- c. All as-built drawings and operations and maintenance manuals and Machine Inventory Sheets having been submitted by Contractor, reviewed and accepted by the Engineer.
- d. All punch list work, as directed by the Engineer, having been completed by Contractor.
- e. Generally all Work, except Contractor maintenance after Final Acceptance, having been completed to satisfaction of City.
- f. All applicable permits signed off.

FIRE MARSHALL, FIRE DISTRICT: Contra Costa County Fire Protection District.

FORCE-ACCOUNT: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

FURNISH: Supply and deliver to the jobsite.

INDICATED: Shown or noted on the Drawings.

INSTALL: Includes furnishing and installing a work item in place; would mean "install or apply" only when Contract Document specifically states that others will "furnish."

LATENT: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.

MATERIAL OR MATERIALS: These words shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

MILESTONE: A principal event specified in Contract Documents relating to an intermediate completion date or time.

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MODIFICATION: Same as Contract Modification.

NOT IN CONTRACT: Work that is outside the scope of work to be performed by Contractor under this Contract.

NOTICE OF COMPLETION: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.

OFF SITE: Outside geographical location of the Project.

OWNER: The City of Lafayette, City Council, officials, officers, employees, and agents.

PROGRESS REPORT: a periodic report submitted by Contractor to City with progress payment invoices accompanying actual work accomplished to the Progress Schedule.

PROJECT: Total construction of which Work performed under this Contract may be whole or part.

PROJECT INSPECTOR: A person engaged by City to provide general observation of the Work. The inspector reports to the Engineer.

PROJECT MANAGER: The Engineer.

PROJECT SPECIFICATIONS: Consists of Bidding and Contract Requirements, Agreement, Bonds, Certificates, General Conditions, and Technical Specifications, as outlined in the Table of Contents. Specifications may be contained in the Project Manual and may be referred to as Special Provisions.

PROVIDE: Furnish and connect or install complete in place, ready for regular operation.

REQUEST FOR INFORMATION ("RFI"): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for City to submit Contract Document clarifications or supplements to Contractor.

REQUEST FOR SUBSTITUTION ("RFS"): A document prepared by Contractor requesting substitution of materials as and to the extent permitted in Contract Documents.

SAMPLES: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

SHOP DRAWINGS: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the work.

SHOWN: As indicated on Drawings.

SITE: The particular geographical location of Work performed pursuant to Contract.

SPECIFICATIONS: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services; and are contained in Divisions 01 through 49.

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Also called Project Specifications or Contract Specifications.

SPECIFIED: As stated in any part of the Contract Documents.

SUBCONTRACTOR: A person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "subcontractor" is referred to throughout the Contract Documents as if singular in number and neuter or masculine in gender and means a subcontractor or an authorized representative of the subcontractor. The term "subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

SUBSTANTIAL COMPLETION: The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended and ready for final payment less retention. Achieving Substantial Completion does not constitute acceptance of work, does not stop the tolling of contract time, and does not prevent the enforcement of liquidated damages.

TESTING AND SPECIAL INSPECTION CITY: An independent entity engaged by City to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

UNDERGROUND FACILITIES: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: Electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

WORK: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Plans and set forth in the Conditions and Specifications.

WORKING DAY: A working day is any day except Saturday, Sunday, and City of Lafayette holidays.

- B. Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of the Engineer is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary or proper in judgment of the Engineer. Words "approved," "acceptable," "satisfactory," "favorably reviewed" or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by the Engineer.
- C. Wherever the word "may" is used, the action to which it refers is discretionary. Wherever the word "shall" is used, the action to which it refers is mandatory.

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

END OF SECTION

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SECTION 01 45 24

TESTING AND INSPECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section contains requirements for the following:
 - 1. Contractor's quality control.
 - 2. Quality of the Work.
 - 3. Inspections and tests by governing authorities.
 - 4. Inspections and tests by serving utilities.
 - 5. Inspections and tests by manufacturer's representatives.
 - 6. Inspections by Independent Testing and Inspection City.

- B. Related Section
 - 1. Section 01 41 00 - Regulatory Requirements: Compliance with applicable codes, ordinances and standards.

1.02 CONTRACTOR'S QUALITY CONTROL

- A. Contractor shall ensure that products, services, workmanship and site conditions comply with requirements of Contract Documents by coordinating, supervising, testing and inspecting the work and by utilizing only suitably qualified personnel.

- B. Work shall be accomplished in accordance with quality requirements of Plans and Specifications, including, by reference, all codes, laws, rules, regulations and standards. When no quality basis is prescribed, the quality shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type.

- C. Contractor shall employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

1.03 QUALITY OF THE WORK

- A. Unless otherwise indicated or specified, all products shall be new, free of defects and fit for the intended use.

- B. All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements.

- C. Contractor shall take all measures necessary to preserve completed Work free from damage, deterioration, soiling and staining, until final acceptance by the City.

- D. Contractor shall document and explain all deviations from reference standards, building code report requirements, and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.

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1.04 INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

- A. Contractor shall comply with California Building Code (CBC) requirements and all other requirements of governing authorities having jurisdiction.
- B. Contractor shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.
 - 1. Such authorities include City of Lafayette Engineering Department, Contra Costa County Building Inspection Department, Contra Costa County Fire Protection District, and other similar agencies having jurisdiction.
 - 2. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.
 - 3. Contractor shall notify the Engineer in writing during normal business hours, Monday through Friday, at least 48 hours before any inspections.

1.05 INSPECTIONS AND TESTS BY SERVING UTILITIES

- A. Contractor shall cause all tests and inspections required by serving utilities to be made for Work under this Contract. Provisions of 1.04.B.2 and 1.04.B.3 above shall apply.

1.06 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

- A. Contractor shall cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Provisions of 1.04.B.2. and 1.04.B.3. above shall apply.

1.07 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION CITY

- A. City may select and pay for an independent testing and inspection City or agencies to conduct tests and inspections as indicated on Plans and in Specifications outside requirements by governing authorities having jurisdiction.
- B. Contractor shall notify City in writing when Work is ready for specified tests and inspections. This written notification should be delivered during normal business hours, Monday through Friday, at least 72 hours before the requested inspection date.
- C. Contractor shall pay for all additional charges by testing and inspection agencies due to the following:
 - 1. Contractor's failure to properly schedule or notify the Engineer;
 - 2. Changes in sources, lots or suppliers of products after original tests or inspections;
 - 3. Changes in means methods, techniques, sequences and procedures of construction that necessitate additional testing, inspection and related services;
 - 4. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design;
 - 5. Contractor submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design;
 - 6. Costs of travel, and per diem to perform factory testing on-sites over 50 miles from the jobsite;
 - 7. Cost of re-testing work due to failure of the original test.

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D. Tests and special inspections to be paid by the City shall include the following:

- Special Inspections
- Structural steel welding
- Structural steel bolting
- Epoxy anchors
- Mechanical anchors

And as specified in the Contra Costa County Building Permit, project drawings and specifications.

E. Contractor Responsibilities in Inspections and Tests:

1. Contractor shall notify City during normal business hours, Monday through Friday, 24 hours in advance of expected time of each test and inspection to be conducted on the project site and for all other operations requiring inspection and testing services, by submitting Contractor's inspection request form. For off-site testing within 50 miles of jobsite, 72 hours' notice, and beyond 50 miles, 5 working days' notice is required.
 - a. When tests or inspections cannot be performed after such notice due to factors under Contractor's control, Contractor shall reimburse City for testing laboratory personnel and travel expenses incurred.
2. Contractor shall deliver to laboratory or designated location adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
3. Contractor shall cooperate with testing and inspection City personnel and provide access to Work areas and off-site fabrication and assembly locations, including during weekends and after normal work hours.
4. Contractor shall provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Project site or at source of products to be tested, and to store and cure test samples.

1.08 **ADDITIONAL TESTING AND INSPECTION**

- A. If initial tests or inspections made by the testing laboratory reveal that materials do not comply with Contract Documents, or if City has reasonable doubt that materials do not comply with Contract Documents, additional tests and inspections shall be made as directed.
1. If additional tests and inspections establish that materials comply with Contract Documents, City shall pay all costs for such tests and inspections.
 2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be the responsibility of the Contractor.
 3. If Work requiring inspection is covered by follow-on work before it is inspected, Contractor shall uncover work so proper inspections can be performed. All costs of such tests and inspections shall be the responsibility of the Contractor.

END OF SECTION

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SECTION 01 53 00

TEMPORARY CONSTRUCTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section contains requirements for the following:
 - 1. Temporary facilities
 - 2. Temporary utilities
 - 3. Temporary ventilation
 - 4. Scaffolding
 - 5. Temporary enclosures
 - 6. Barriers
 - 7. Construction traffic routes and site parking
 - 8. Maintaining access
 - 9. Debris control
 - 10. General safety and security
 - 11. Engineer's field office
 - 12. Field office furnishings
 - 13. Removal of temporary facilities

1.02 TEMPORARY FACILITIES

- A. Section 5-12 of the General Provisions of the Standard Specifications shall apply regarding construction staging. No staging or storage of any kind is allowed on LLLC parking lot, or parking structure, public streets, on adjacent properties and on any land outside the property lines of the project site.

1.03 TEMPORARY UTILITIES

- A. Contractor shall provide temporary data, phone, and other utilities needed for the work. Power and water may be available from existing building connection.
- B. Contractor shall apply for, coordinate, schedule, and obtain all necessary permits for temporary utilities as needed, including payment of any permit fees charged by entities other than the City of Lafayette. City fees will be waived.
- C. In the event of power failures by others, the Contractor shall provide a temporary quiet generator of sufficient size to continue the Work within 24 hours of interruption of power. This service will be provided by the Contractor at no additional cost to the City.

1.04 TEMPORARY VENTILATION

- A. Enclosed areas shall be ventilated to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases. Contractor shall identify potential problems associated with dust, fumes, vapors or gases, and implement procedures which will mitigate these problems appropriately.

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1.05 SCAFFOLDING

- A. Contractor shall furnish, erect and maintain all required scaffolding for the work of this Project in conformance with all applicable safety requirements. Scaffolding and accessories shall also conform to all regulations governing such equipment. Upon completion of use, Contractor shall remove all scaffolding and accessories from the Site.

1.06 TEMPORARY ENCLOSURES

- A. Contractor shall provide temporary weather-tight enclosure of exterior walls for successive areas of building as work progresses, as necessary, to provide acceptable working conditions and to provide weather protection for materials. Said enclosures shall provide for effective temporary heating if needed and shall prevent entry of unauthorized persons.

1.07 BARRIERS

- A. Contractor shall provide and maintain barriers as required to prevent public entry into construction areas and to protect existing facilities and adjacent properties from damage.
- B. Contractor to provide and maintain barriers to provide separation between construction site access and on-going library operations.

1.08 CONSTRUCTION TRAFFIC ROUTES AND SITE PARKING RESTRICTIONS

- A. Specific traffic routing and parking restrictions are as follows:
 - 1. Parking on residential streets adjacent to the Site, LLLC parking structure, and parking lot is prohibited and construction vehicles will be towed at Contractor's expense. Additionally, by way of ascertaining and fixing the amount of damage, and not by way of penalty, the Contractor shall pay the City the sum of \$200 per construction worker vehicle parked in a nearby residential area per day.
 - 2. Contractor can negotiate with any entity to accommodate parking for its workers. However, the City does not make any guarantee that such parking is legal or available to the Contractor.

1.09 MAINTAINING ACCESS

- A. Contractor shall be responsible for ascertaining and accommodating the access needs of public, and businesses affected by construction activities on a daily basis. Contractor shall notify the Engineer and affected parties about driveway or walkway closures and impacts 48 hours in advance of the work causing said impacts, as well as posting Notification Signs at impacted locations and as directed by the Engineer. Contractor's attention is also directed to provisions governing use of the Site as stipulated in General Conditions (Document 00 72 00).

1.10 DEBRIS CONTROL

- A. Contractor shall maintain all areas under his control free of extraneous debris and litter, including the construction site, storage and parking areas, and along access and haul routes.
 - 1. Contractor shall provide containers for deposit of debris.

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2. Contractor shall prohibit overloading of trucks to prevent spillages on access and haul routes.
 3. Contractor shall sweep access roads and haul routes as directed by the Engineer.
- B. Contractor shall schedule periodic collection and disposal of debris to prevent accumulation or as directed by the Engineer.
- 1.11 GENERAL SAFETY AND SECURITY
- A. Section 6-11.1 of the General Provisions of the Standard Specifications shall apply.
 - B. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employees found in violation of this provision.
 - C. The wearing of hard hats and face masks will be mandatory at all times for personnel on Site. Contractor shall supply sufficient hard hats and face masks to equip properly all employees and visitors.
- 1.12 REMOVAL OF TEMPORARY FACILITIES
- A. Maintain all temporary facilities, staging area and controls as long as needed for the safe and proper completion of the Work. Promptly clean and repair damage caused by installation or use of temporary facilities. Restore site including staging area(s) to condition equal to or better than the condition prior to the installation of the temporary facilities to the satisfaction of the Engineer. If the Contractor fails or refuses to repair the damage promptly, the City may have the necessary work performed, and the costs incurred shall be withheld from any payments due or to become due to the Contractor.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

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SECTION 01 56 50

SITE WASTE MANAGEMENT PROGRAM

PART 1 - GENERAL

1.01 SUMMARY

- A. Project requires special Site Waste Management Program as follows:
 - 1. Project shall have minimum 65% of total demolition and construction waste, by weight, diverted from landfill by reuse or recycling.
 - 2. Contractor shall inform the Engineer in writing where Site Waste Management Program requirements could detrimentally impact construction schedule.
 - 3. Contractor shall implement optimum control of solid wastes and prevent environmental pollution and damage.

- B. Related Work
 - 1. Section 01 53 00 - Temporary Construction.

1.02 NOT USED

1.03 SUBMITTALS

- A. Contractor shall submit a Waste Management Plan (WMP) using Green Halo Systems, a free web-based service for waste diversion and recycling tracking. Through Green Halo, Contractor can establish, monitor, and document waste management compliance online. A Green Halo account can be set up at www.lafayette.wastetracking.com, or over the phone at **1-888-525-1301**.

- B. Within fourteen calendar days of the Notice to Proceed, Contractor shall submit a WMP to City using Green Halo to include the following:
 - 1. Identification of all the materials estimated to be recycled, salvaged, or disposed; and
 - 2. Identification of certified construction and demolition waste processing facilities to which the various material types will go. (A list of available facilities may be obtained from the Central Contra Costa Solid Waste Authority, www.recyclesmart.org/node/81 .)
 - 3. Confirmation that the diversion rate is at least 65%.

- C. Contractor's WMP is subject to City review and approval. No work shall commence until approval of WMP is obtained. Delay in submitting a conforming WMP by Contractor shall not constitute sufficient ground for requesting project time extensions or the suspension of tolling of project time.

- D. If unique circumstances make it infeasible to comply with the diversion requirement, Contractor may apply for an exemption at the time the WMP is submitted. Increased or unanticipated costs to the Contractor shall not constitute sufficient basis for an exemption. The exemption request shall indicate the minimum rate of diversion believed to be feasible for each material and the specific circumstances that make it infeasible to comply with the diversion requirement.

- E. Contractor shall submit an updated WMP with each application for progress payment, including receipts, manifests, weight tickets, and/or invoices from the certified facilities

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that collected or received each material showing the actual volume or weight of the material received and how the material was disposed of.

- F. With the request for final inspection, Contractor shall submit its final WMP through Green Halo Systems for review. This submittal shall provide documentation to the City showing that the diversion requirement has been met, including the documentation specified above and any additional information that Contractor determines to be relevant to demonstrate its efforts to comply in good faith with the diversion requirement
- G. City shall withhold 50% of the project retention due to Contractor until Contractor submits a final WMP that demonstrates either full compliance of or a good-faith effort to achieve the required diversion rate. When the full diversion requirement has not been met, City will make a good-faith-effort determination based on Contractor's documented diversion effort in context of the project size, nature of work, and availability of markets for waste processing. A finding of insufficient good-faith effort by Contractor shall constitute non-compliance of these Specifications. City's determination shall be at its sole discretion and final.
- H. Rebates, tax credits, and other savings obtained for recycled or re-used materials shall accrue to Contractor.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

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SECTION 01 59 00

CITY MITIGATION MEASURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Air Quality
 - 2. Noise Reduction
 - 3. Working Hours
 - 4. Waste Management Plan

- B. Related Section
 - 1. Document 00 72 00 - General Conditions.

1.02 AIR QUALITY. Contractor shall:

- A. Cover all trucks hauling any loose materials, or maintain at least 2 feet of freeboard on all hauling trucks;

- B. Pave, or apply water three times daily, or apply nontoxic soil stabilizers on all unpaved roads, parking areas, and construction staging areas;

- C. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at or in the vicinity of the construction sites as needed to prevent dust;

- D. Sweep adjacent streets daily with water sweepers, if visible soil material is carried onto such streets;

- E. Use dust-proof chutes for loading construction debris onto trucks. Alternative means of loading construction debris may be permitted if approved by the City. Contractor shall suspend dust-producing activities during periods of high winds when dust control measures are unable to avoid visible dust plumes.

1.03 NOISE REDUCTION

- A. The use of impulse tools (e.g., hoe-ram, jackhammers, etc.) shall be limited to the hours of 8:30 AM to 4:30 PM.

- B. All construction equipment shall be muffled and properly maintained. Contractor shall use noise reduction devices, measures, and equipment to minimize noise impacts on adjacent properties to the maximum extent practicable.

1.04 WORKING HOURS - Working hours shall be limited to the hours of 8:30 am. to 4:30 pm. and conform to Section 8-8 of the General Provisions of the Standard Specifications, unless otherwise stated in these Project Specifications.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

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SECTION 01 62 00

PRODUCT OPTIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. Procedures are described for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the specifications or approved for use in Addenda.
- B. Related Sections
 - 1. Section 01 25 10: Modification Procedures
 - 2. Section 01 33 10: Submittals

1.02 GENERAL REQUIREMENTS

- A. Contractor shall supply new materials and products except where specifically allowed by the Contract Documents. For products specified only by reference standards, Contractor may select any product meeting that standard. For products specified by naming one or more products or manufacturers, Contractor may select any of the named products meeting specifications.
- B. Materials to be supplied in quantity within a Specifications section shall be by the same manufacturer and interchangeable. Equipment and systems (e.g.: trellis system) shall also be composed of materials from a single manufacturer unless otherwise recommended by the equipment and system manufacturer or otherwise allowed in the Contract Documents.

1.03 QUALITY ASSURANCE

- A. Contractor shall comply with industry standards and applicable codes except when more restrictive tolerances or requirements indicate more rigid standards or precise workmanship.
- B. Work shall be performed by persons qualified to produce workmanship of specified quality. Products shall be installed straight, true-to-line, and in correct relationship to adjacent materials, with hairline joints, free of rough, sharp and potentially hazardous edges.
- C. Products shall be secured in place with positive anchorage devices designed and sized to withstand stresses, vibration, and cracking. Work shall conform to code requirements for seismic anchors.

1.04 DELIVERY, STORAGE, AND HANDLING. Contractor shall:

- A. Transport products by methods to avoid product damage and deliver products in undamaged condition in manufacturer's unopened containers or packaging.
- B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- C. Store sensitive products in weather-tight enclosures; maintained within temperature and humidity ranges required by manufacturer's instructions.

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- D. Place fabricated products on sloped supports above ground for exterior storage.
- E. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- F. Arrange storage to provide access for inspection and periodically inspect to assure products are undamaged and are maintained under required conditions.
- G. Provide equipment and personnel to handle products by methods to prevent soiling and prevent damage.
- H. Promptly inspect shipments to assure that products comply with specifications, quantities are correct, and products are undamaged.
- I. Immediately remove any products that are damaged, wet, stained, and products with mold or mildew.

1.05 INSPECTION NOTIFICATION

- A. Within five (5) calendar days of receiving a product to be used in the Work, Contractor shall inspect the products in conformance with Paragraph 1.04H above and provide written notification to the Engineer that he has done so, and to provide the City with the opportunity to perform its own inspection of the product. Failure to notify shall cause the Contractor to bear sole responsibility for any delay in the project schedule due to the need to exchange or substitute the product in question, even if the product can be construed as meeting specifications and such exchange or substitution is initiated by the City; and Contractor shall not have ground to request an extension of contract time or be relieved from liquidated damages. Providing the notification as required by these provisions shall not relieve the Contractor from his obligation to comply with any of the other contract requirements.

1.06 SUBSTITUTIONS

- A. City will consider Contractor's substitution requests only when a product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items (RFS) will not be accepted from anyone other than Contractor. The RFS will state the extent to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of project completion on time, and whether acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for work on the Project).
- B. Contractor shall submit separate RFS for each product and provide any supporting information as requested by the Engineer to render a decision on the request.
- C. Where required, Contractor shall itemize a comparison of the proposed substitution with product specified and list significant variations, including but not limited to dimensions, weights, service requirements, and functional differences. If a variation from product specified is not pointed out in submittal, that variation will be rejected even though submittal was favorably reviewed.
- D. Contractor shall state whether the substitute will require a change in any of the Contract documents (or provisions of any other direct contract with City for work on the Project) to

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adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty.

- E. Contractor shall include accurate cost data comparing proposed substitution with product and amount of net change in Contract price, including but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by City in evaluating the proposed substitute. City may require Contractor to furnish additional data about the proposed substitute.
- F. City will not consider substitutions for acceptance when they will result in delay in meeting construction milestones or completion dates, or they will disrupt Contractor's job rhythm or ability to perform efficiently.
- G. City will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
- H. Accepted substitutions will be evidenced by a change order. All Contract Documents requirements apply to Work involving substitutions.
- I. Requests constitute a representation and warranty that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product
 - 2. Will provide the same warranty for substitution as for specified product
 - 3. Will coordinate installation and make other changes, which may be required for Work to be complete in all respects, and be responsible for schedule delay of any kind due to substitution
 - 4. Waives claims for additional costs, which may subsequently become apparent
 - 5. Will compensate City for all costs of any kind related to the substitution and any claims brought against City, caused by late requests for substitutions or late ordering of products.
- J. Specified products, materials, or systems for Project may include engineering or on-file standards required by regulatory agencies. Contractor's substitution of products, materials or systems may require either additional engineering, testing, reviews, approvals, assurances, or other information for compliance with these requirements or both. Contractor shall provide all City approvals or other additional information required and pay additional costs for required City services made necessary by the substitution. These costs shall not be grounds for an increase in Contract Sum or schedule time.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF DOCUMENT

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SECTION 01 73 10

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section describes execution requirements, including:
 - 1. Installer qualifications.
 - 2. Examination.
 - 3. Manufacturer's instructions.
 - 4. Installation.
 - 5. Cleaning.
 - 6. Protection.

- B. Related Requirements:
 - 1. Section 01 77 10: Contract closeout.

1.02 INSTALLER QUALIFICATIONS

- A. Installers shall have minimum five years successful experience installing items similar to those required for the Project, except for individuals in training under direct supervision of experienced installer.
- B. Installer shall be certified or licensed by the manufacturer to provide the installation if so required by the product manufacturer.
- C. The entire Trellis System must be installed by a certified manufacturers installer. Certification must be submitted to the City five (5) calendar days after Notice Of Award. Also, refer to Section 10 73 16 of these Specifications.

1.03 EXAMINATION

- A. Acceptance of Conditions: Beginning installation of a product signifies installer has examined substrates, areas, and conditions for compliance with manufacturer requirements for tolerances and other conditions affecting performance.

- B. Field Measurements: Installer shall take field measurements as required to fit Work properly; and recheck measurements prior to installing each product.
 - 1. Where portions of Work are to fit to other construction, installer shall verify dimensions of other construction by field measurements before fabrication, and allow for cutting and patching in order to avoid delaying Work.

- C. Space Requirements: Installer shall verify space requirements and dimensions of items shown diagrammatically on project plans.

1.04 MANUFACTURER'S INSTRUCTIONS

- A. When work is specified to comply with manufacturers' recommendations or instructions, Contractor shall distribute copies to parties involved and maintain one set in field office.

- B. Contractor shall perform work in accordance with details of recommendations and instructions and specified requirements. Where manufacturer's information notes special

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recommendations in addition to installation instructions, Contractor shall comply with both recommendations and instructions.

- C. If more restrictive requirements are specified by the Contract or the Engineer, they shall govern.

PART 2 - PRODUCTS Not Used

PART 3 – EXECUTION

3.01 INSTALLATION. Contractor shall:

- A. Locate Work and components accurately, in correct alignment and elevation.
 - 1. Vertical work shall be plumb, and horizontal work level.
 - 2. Installation shall allow space for maintenance and ease of removal for replacement.
- B. Install products at time and under conditions to ensure best possible results; and maintain conditions required for product performance until final completion.
- C. Conduct operations so no part of Work is subject to damaging operations or loading in excess of that expected during normal conditions.
- D. Securely anchor permanent construction in place, accurately located and aligned with other portions of Work.
- E. Allow for building movement including thermal expansion and contraction.
- F. Make joints of uniform width; arrange joints as indicated, for best visual effect where not otherwise indicated; and fit exposed connections together to form hairline joints except where otherwise indicated.

3.02 CLEANING

- A. Contractor shall at all times keep the Project Site free from accumulations of waste material or rubbish, and maintain the area in a clean and orderly fashion. The work site and the Library floor shall be swept daily.
- B. Progress Cleaning: Contractor shall keep installed areas clean using cleaning materials specifically recommended by manufacturers of product being cleaned; and, where not otherwise specified, use nontoxic materials that will not damage surfaces.
 - 1. Contractor shall remove debris from concealed spaces before enclosing space.
 - 2. Contractor shall supervise construction operations to assure no part of construction, completed or in progress, is subject to harmful, dangerous, or otherwise undesirable exposure during the construction period.
- C. Final Cleaning: Contractor shall perform final cleaning when the project is substantially complete.
 - 1. Contractor shall clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, hand prints and scuff marks; polish transparent and glossy surfaces; wash and buff all resilient floors to a high finish

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using manufacturer-recommended wax; and vacuum and steam clean any stains from carpeted and soft surfaces.

2. Contractor shall clean equipment and fixtures to a sanitary condition.
3. Contractor shall clean the site, sweep all areas, and remove waste, surplus materials and rubbish from Project area.

D. Deficient cleaning shall be corrected as directed by the Engineer upon inspection.

3.03 PROTECTION. Contractor shall:

- A. Protect products subject to deterioration with impervious cover, and provide ventilation to avoid condensation and trapping of water.
- B. Take care to use protective covering and blocking materials that do not soil, stain, or damage materials being protected; protect interior from water damage and take measures to prevent growth of mold and mildew on the Work.
- C. Provide coverings to protect products and facilities from damage from construction operations, and remove coverings when no longer needed.

END OF SECTION

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SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SUMMARY

- A. Contractor shall be responsible for cutting, fitting and patching required to complete Work and to:
 - 1. Make parts fit together properly.
 - 2. Uncover work to provide for installation of ill-timed or out-of-sequence work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to Contract Documents.
 - 5. Remove samples of installed work as required for testing.
 - 6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

- B. Related Requirements: Section 01 53 00, Temporary Construction.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing cutting or alteration which affects:
 - 1. Work of City or separate contractor;
 - 2. Structural value or integrity of any element of Project;
 - 3. Integrity of weather-exposed or moisture-resistant elements;
 - 4. Efficiency, operational life, maintenance or safety of operational elements;
 - 5. Visual qualities of sight-exposed elements.

- B. Such request shall include:
 - 1. Identification of Project and description of affected work;
 - 2. Necessity for cutting or alteration;
 - 3. Effect on the project as specified in Paragraph A above;
 - 4. Alternatives to cutting and patching;
 - 5. Cost proposal, when applicable;
 - 6. Written permission of separate contractor whose work will be affected;
 - 7. Description of proposed work including:
 - a. Scope of cutting, patching, alteration, or excavation,
 - b. Time and duration of work,
 - c. Products proposed to be used and extent of refinishing to be included.

1.03 MATERIALS

- A. Materials shall comply with Specifications and standards for each specific product involved. Where Specifications and standards have not been provided, Contractor shall provide materials and fabrication consistent with the quality of the Work and intended for commercial construction.

- B. Contractor shall provide new materials for cutting and patching unless otherwise indicated.

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1.04 INSPECTION. Contractor shall inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching. After uncovering the work, Contractor shall inspect conditions affecting the installation of products, or performance of the work.

1.05 PREPARATION

- A. Contractor shall protect other portions of Project from damage.
- B. Contractor shall provide adequate temporary support as necessary to assure the structural integrity of the affected portion of Work. Contractor shall provide services of a licensed structural engineer for designing temporary support where required by applicable authorities for temporary supports and for shoring. Engineering calculations shall be submitted for review by the Engineer prior to starting work.

1.06 PERFORMANCE

- A. Contractor shall employ methods that provide proper surfaces to receive installation of repairs and finishes. Excavating and backfilling shall be by methods which will prevent settlement, and damage to other work.
- B. Contractor shall fit and adjust products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- C. Contractor shall restore work that has been cut or removed.
- D. Work shall fit tightly to pipes, sleeves, ducts, conduit and penetrations through surfaces.
- E. Contractor shall refinish entire surfaces as necessary to provide even finish to match adjacent finishes.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

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SECTION 01 77 10

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section describes contract closeout procedures including:
 - 1. Removal of temporary construction facilities
 - 2. Substantial completion
 - 3. Final completion
 - 4. Inspection Coordination
 - 5. Warranties
 - 6. Final Acceptance
 - 7. Liquidated Damages

1.02 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

- A. Contractor shall remove temporary materials, equipment, services, and construction prior to inspection for substantial completion, and repair damages caused by installation or use of temporary facilities. Contractor shall clean and restore subject areas to pre-existing conditions or better, or to a condition as shown on the project plans or documented by the Engineer.

1.03 SUBSTANTIAL COMPLETION

- A. When Contractor considers the project to be substantially complete, Contractor shall submit written notice to City, with list of items remaining to be completed or corrected. The term "Substantial Completion" is defined in Section 01 42 10, "References and Definitions". Substantial Completion does not stop the tolling of contract time, does not constitute acceptance of work, and does not prevent the enforcement of liquidated damages.
- B. Within a reasonable time, City will inspect to confirm status of substantial completion. Should City determine that Work is not substantially complete, City will promptly notify Contractor in writing, listing all defects and omissions.
- C. Contractor shall remedy deficiencies and send a second written notice of substantial completion to the City. Upon receipt of proper notice, the City will re-inspect the Work. If deficiencies previously noted are not corrected on reinspection, then Contractor shall again be notified of defects and omissions. Contractor shall pay the cost of the reinspection and any subsequent reinspections.
- D. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by the manufacturers and/or the City, all associated training completed and all spare parts and O & M manuals turned over to the City before a Certificate of Substantial Completion will be issued.
- E. When City concurs that Work is substantially complete, City will issue a Certificate of Substantial Completion, accompanied by a final punch list of items remaining to be completed or corrected. One follow-up review of punch list items for each discipline will be provided. If further site visits are required to review punch list items due to incompleteness of

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the work by Contractor, costs incurred by these visits shall be withheld from any payment due to the Contractor.

- F. Upon determination of Substantial Completion by City and issuance of the final punch list, Contractor has ten (10) working days to complete the items. Failure to commence this work or to complete the work within the allotted time without supplying an adequate work force and making a diligent effort and continued progress shall constitute a material breach of contract and sufficient ground for City to terminate the Contractor's control as specified in Specifications 00 72 00, Part 13.G.1.b, and to exercise its rights under Part 10.E.2.

1.04 FINAL COMPLETION

- A. Final Completion is defined in Section 01 42 10, "References and Definitions". Final Completion occurs when Work meets requirements for City's Final Acceptance. When Contractor considers Work is finally complete, he shall submit written certification that:
1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
 2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and all deficiencies identified to date have been corrected.
 3. All Punchlist items are complete and ready for final inspection.
- B. Should City determine that Work is incomplete or defective:
1. City promptly will so notify Contractor, in writing, listing the incomplete or defective items.
 2. Contractor shall promptly remedy the deficiencies and notify the City when it is ready for re-inspection. Contractor shall be responsible for costs incurred by City for reinspection visits.
- C. Final adjustments of accounts:
1. Contractor shall submit a final statement of accounting to City, showing all adjustments to the Contract Sum and complete and execute Document 00 65 10 Agreement and Release of Any and All Claims.
 2. If so required, City shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made.

1.05 INSPECTION COORDINATION

- A. Contractor is responsible for arranging all progress and final inspections by permit agencies as required to obtain a certificate of occupancy for the project prior to Final Acceptance by the City.
- B. Contractor shall coordinate inspections with sufficient notice to permit convenient scheduling of City participation in the inspections.

1.06 WARRANTIES

- A. Contractor shall assemble warranty documents, and operations and maintenance manuals, including those executed or supplied by subcontractors, suppliers, and manufacturers. Documents shall be organized by a table of contents, in the order of the specification sections, and assembled in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers.
- B. Contractor shall submit material with the notification of final completion to the City.

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- C. Warranties are intended to protect City against failure of the Work and against deficient, defective and faulty materials and workmanship, regardless of sources. The warranty period begins upon the final acceptance of the project by the City Council, regardless of the time when the subject equipment or product is put into use.
- D. Contractor shall remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work. After correction of warranted Work, reinstate warranty for corrected Work to a date not less than one year after final acceptance of project by City, or one year after corrected Work was done, whichever is later.
- E. Contractor shall replace or restore failing warranted items without regard to anticipated useful service lives.
- F. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to City free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this Paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of City.

1.07 FINAL ACCEPTANCE

- A. Final acceptance does not occur until the day after the City of Lafayette City Council formally takes action to accept the project as complete and authorize City staff to record a Notice of Completion.
- B. All guaranty and warranty periods specified in these Specifications do not begin until Final Acceptance has occurred, unless otherwise specifically agreed to in writing by the Engineer.
- C. Under normal circumstances, retention of contract payments, less the warranty retention (if any), will be released within sixty (60) days of final acceptance and recordation of a Notice of Completion.

1.08 LIQUIDATED DAMAGES

- A. If assessment of Liquidated damages as provided by Contract Documents occurs during the project, such assessment shall continue until the day Contractor achieves final completion and all Work is ready for final acceptance as defined in these Specifications.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

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SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Contractor shall maintain Project Record Documents, including:
 - 1. Marked-up copies of Contract Plans,
 - 2. Marked-up copies of Shop Drawings,
 - 3. Newly prepared Drawings,
 - 4. Marked-up Project Data submittals,
 - 5. Field records for variable and concealed conditions,
 - 6. Record information on Work that is recorded only schematically.

1.02 PROJECT RECORD DRAWINGS

- A. Contractor shall mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Contractor shall note particularly information on concealed elements that would be difficult to identify or measure and record later. Contractor shall note Construction Change Directive numbers; alternate numbers; Change Order numbers and similar identification on the marked items. Items required to be marked include but are not limited to:
 - 1. Dimensional changes to the Drawings
 - 2. Revisions to details shown on the Drawings
 - 3. Depths of various elements of foundation in relation to main floor level or survey datum.
 - 4. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 5. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 6. Establish locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, and similar items.
 - 7. Actual numbering of each electrical circuit.
 - 8. Field changes of dimension and detail.
 - 9. Revisions to routing of piping and conduits
 - 10. Revisions to electrical circuitry
 - 11. Actual equipment locations
 - 12. Duct size and routing
 - 13. Changes made by Change Order or Construction Change Directive
 - 14. Details not on original Contract Plans
- B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, Contractor shall review completed marked-up Project Record Drawings with the Engineer. Upon approval, Contractor shall prepare a full set of corrected Contract Plans and Shop Drawings and submit to the City in the form of reproducible mylar sheets.

1.03 PROJECT RECORD PRODUCT DATA

- A. During the construction period, Contractor shall maintain one copy of each Project Record

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Product Data submittal for Project Record Document purposes. Contractor shall:

1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Contractor shall note significant changes in the product delivered to the site, and changes in manufacturer's instructions and recommendations for installation.
2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
4. Submit a complete set of Project Record Product Data to City for City's records.
5. Submit marked-up Project Record Product Data as an insert in maintenance manuals where they are so required.

B. MATERIAL, EQUIPMENT AND FINISH DATA. Contractor shall provide:

1. Data for primary materials, equipment and finishes for each specification section.
2. Submit to City two sets of data prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers, and organized by a table of contents.
3. Arrange data by specification division and give names, addresses, and telephone numbers of subcontractors and suppliers, including:
 - a. Trade names, model numbers,
 - b. Assembly diagrams,
 - c. Operating and maintenance instructions,
 - d. Recommended spare parts,
 - e. Product data.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

END OF SECTION

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SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Selective demolition and removal of portions of the existing building, as indicated and as required to perform the work.
- B. Additional scope to be determined after demolition:
 - 1. After demolition confer with Engineer on possible addition of roof drains. See specification Sections 22 00 00 and 22 20 00. Any additional drains will be located by the Engineer and compensated on a unit cost, on a time and material basis, or agreed itemized cost.

1.02 DEFINITIONS

- A. Remove: Remove and legally dispose of items off site except those indicated to be salvaged or to remain the Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged shall remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and bring to Owner's designated storage area within the building.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in locations indicated.
- D. Existing to Remain: Protect items indicated to remain against damage and soiling during selective demolition. When permitted by the Engineer, items may be removed to a suitable, protected storage location during selective demolition and then reinstalled in their original locations.

1.03 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the Project site.
- B. Contractor shall coordinate with the Engineer to identify any items to be returned to the City in lieu of disposal prior to demolition.

1.04 SUBMITTALS

- A. Proposed dust and noise control measures.
- B. Schedule of selective demolition activities indicating the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - 2. Interruption of utility services.
 - 3. Coordination for cutoff, capping, and continuation of utility services.

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- 4. Use of existing elevator and stairs.
 - 5. Detailed sequence of selective demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
 - 6. Coordination of Owner's continuing occupancy of the existing building.
 - 7. Locations of temporary partitions and means of ingress and egress.
- C. Inventory of items to be removed and salvaged, if any.
 - D. Inventory of items to be removed by Owner, if any.
 - E. Photographs and video, sufficiently detailed, of existing conditions, of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations.
 - F. Record drawings at Project closeout. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

1.05 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition work similar to that required for this Project.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction. Comply with noise and dust regulations of authorities having jurisdiction, and as specified.
- C. Pre-Demolition Conference: Conduct conference at the Project site. Review methods and procedures related to building demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of building to be demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize schedule and verify availability of equipment, personnel, and facilities required.
 - 4. Review areas where existing construction is to remain and requires protection.
 - 5. Review methods for removing materials from the site.
 - 6. Review staging area for materials on and off the site.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. Divert a minimum of 50-percent of construction and demolition waste from landfills.

1.07 PROJECT CONDITIONS

- A. Owner assumes no responsibility for actual condition of buildings to be selectively demolished. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

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- B. Hazardous Materials: It is not expected that asbestos or other hazardous materials will be encountered in the demolition work. If any materials suspected of containing asbestos or other hazardous materials are encountered, do not disturb the materials. Immediately notify the Engineer.
- C. Storage or sale of removed items or materials on-site will not be permitted.

1.08 SCHEDULING

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

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that utilities not to be re-used have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Engineer.
- E. Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.
- F. Perform surveys as the demolition work progresses to detect hazards resulting from selective demolition activities.

3.02 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by the Engineer. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and the Engineer.
 - 2. Provide not less than 72-hours' notice to Owner if shutdown of service is required during changeover.
- B. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving site to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with LLLC Building Manager, Brian Long and utility companies as needed.

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2. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.
3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit after bypassing.

3.03 PREPARATION

- A. Conduct demolition operations and remove debris to ensure minimum interference with Library, streets, walks, and other adjacent occupied and used facilities.
 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Engineer and Owner. Provide alternate routes around closed or obstructed pedestrian and traffic ways as required by governing regulations and the Engineer.
- B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area and operations.
 1. Protect walls, ceilings, floors and other existing finish work that are to remain and are exposed during selective demolition operations.
- C. Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of building to be selectively demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.

3.04 POLLUTION CONTROLS

- A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.05 SELECTIVE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated on the plans and these Special Provisions. Use methods required to complete work within limitations of governing regulations and as follows:
 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

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2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches.
4. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
5. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
6. Dispose of demolished items and materials promptly. On-site storage of removed items is prohibited.
7. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

B. Salvaged Items:

1. Sort and organize salvaged materials as they are removed from the structure.
2. Pack, crate or band materials to keep them contained and organized.
3. Store items in a secure and weather protected area until removed from the site or transferred to Owner.
4. Transport items to Owner's storage area designated by the Owner.
5. Protect items from damage during transport and storage. Any damaged item(s) shall be replaced in-kind and to the satisfaction of the Engineer.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition activities. When permitted by the Architect, items may be removed to a suitable, protected storage location during demolition and cleaned and reinstalled in their original locations after demolition operations are complete.

D. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.

3.06 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled or otherwise indicated to remain Owner's property, remove demolished materials from the Project site and legally dispose of them.

1. Do not allow demolished materials to accumulate on site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
2. Remove debris from elevated portions of building by chute, hoist or other device that will convey debris to grade level in a controlled descent.

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3.07 CLEANING

- A. Sweep the building broom clean on completion of selective demolition operation.

END OF SECTION

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SECTION 03 25 30

EXPANSION ANCHORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and Special Provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

- A. Provide material, labor, equipment, services, tests and inspections necessary for the installation of post-installed expansion anchors.
- B. Reference Documents: Comply with the provisions of the documents listed below and with the requirements described in this Section. Use current editions of documents unless earlier editions are specifically referenced by the governing code or are otherwise indicated.
 - 1. CBC – 2019 California Building Code
 - 2. ACI 355.1, American Concrete Institute, "State-of-the-Art Report on Anchorage to Concrete".
 - 3. ASTM - American Society for Testing and Materials, designations referenced herein.
 - 4. Federal Specifications - United States General Services Agency Federal Specifications and Commercial Item Description reports as referenced herein.
 - 5. ICC-ES, International Code Council Evaluation Services, Evaluation Service Reports referenced herein.

1.3 SUBMITTALS

- A. Product Data: Submit ICC-ES report for each type of product indicated.

1.4 QUALITY ASSURANCE

- A. Testing Agency: Owner will engage a qualified independent testing and inspection agency to perform the required tests and inspections to confirm contractor's field installation meets contract document requirements, prepare written summary reports of tests and inspections, and review submittals.
 - 1. The Testing Agency shall provide special inspection to verify compliance with the specifications and the product's ICC-ES report.
 - 2. The Testing Agency shall conduct static tension load tests as described in Part 3.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Expansion Anchors:
 - 1. Anchors shall conform to Commercial Item Description A-A-1923A Type 4, carbon steel or stainless steel as indicated on the Drawings.

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2. Expansion anchors for use in normal weight concrete with unit weight of 150 lb/cu. ft:
 - a. Hilti Corporation's "Kwik Bolt TZ" (ICC-ES Report No. ESR-1917).
 - b. Simpson Strong-Tie's "Strong-Bolt-2" (ICC-ES Report No. ESR-3037).
 - c. Powers Fasteners, Inc. "Power Stud+ SD1" or "Power Stud+ SD2" (ICC-ES Report-2818 and ICC ESR-2502, respectively).
 - d. Any "or equal" substitutions must be approved by SEOR and/or the City Engineer by means of a change order.
 3. Expansion anchors for use in lightweight concrete (installed directly to concrete or through bottom of light gage metal deck):
 - a. Hilti Corporation's "Kwik Bolt TZ" (ICC-ES Report No. ESR-1917).
 - b. Simpson Strong-Tie's "Strong-Bolt-2" (ICC-ES Report No. ESR-3037).
 - c. Powers Fasteners, Inc. "Power Stud+ SD1" or "Power Stud+ SD2" (ICC-ES Report-2818 and ICC ESR-2502, respectively).
 - d. Any "or equal" substitutions must be approved by SEOR and/or the Engineer by means of a change order.
- B. Patching Mortar: BASF's "EMACO S66 CI", Sika Corporation's "SikaRepair 223". Any "or equal" substitutions must be approved by SEOR and/or Engineer.

PART 3 - EXECUTION

3.1 PROTECTION OF MATERIALS

- A. Protect materials from damage, weather, and contaminants such as grease, oil, and dirt.

3.2 LAYOUT

- A. Inspect areas to be drilled to verify conditions of access, interferences, and existing materials.
1. Verify location of reinforcement in areas to be drilled using non-destructive methods. Contractor shall use care and caution to avoid cutting or damaging reinforcement. Maintain a minimum clearance of one inch between reinforcement and anchors or dowels, unless otherwise shown on the Drawings.
 2. Locate post-tensioned tendon locations in areas to be drilled using non-destructive methods. Contractor shall use care and caution to avoid cutting or damaging tendons and tendon sheaths. Maintain a minimum clearance of one inch between tendon sheaths and anchors or dowels, unless otherwise shown on the Drawings.

3.3 TOLERANCES

- A. Anchor hole locations shall conform to tolerances for the material being attached.

3.4 DRILLING AND PREPARATION OF HOLES

- A. Holes shall not be drilled in concrete that has not achieved its specified 28-day compressive strength (f'c per drawings) and not until a minimum of seven days after concrete has been cast.
- B. Holes shall be drilled using the manufacturer's recommended drill type, bit, and setting, unless otherwise noted on the drawings.
- C. Hole diameter shall be as indicated by the manufacturer. Depth of hole shall be as indicated on the Drawings; however, in no case shall the embedment of expansion anchors be less than that required by

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the manufacturer.

- D. Where drilling causes the concrete to spall or crack, the holes shall be considered defective work.
- E. Dust and other contaminants shall be completely removed from holes by blowing with compressed air or other effective means.

3.5 ANCHOR INSTALLATION

- A. Installation of anchors in the holes shall be in accordance with manufacturer's recommendations.
- B. Anchors shall be tightened as recommended by the manufacturer to the installation torque values.
- C. Following attainment of 10% of the specified torque, 100% of the specified installation torque shall be reached with seven (7) or fewer complete turns of the nut. If the specified torque is not achieved within the required number of turns, the anchor shall be removed or abandoned.

3.6 FIELD QUALITY CONTROL

- A. City inspection shall be provided for the following items:
 - 1. Drill type, bit, and setting.
 - 2. Hole diameter, depth, and accuracy of location.
 - 3. Cleanliness and surface preparation of holes.
 - 4. Expansion anchor type and size.
 - 5. Installation of expansion anchors.
 - 6. Torque tightening.
- B. Independent Testing Agency will provide special inspection as required and as specified on the Drawings.
- C. Testing will be conducted as required, which is included be not limited to torque load tests on installed anchors. Test 50% of each diameter of anchor, or test as scheduled on the Drawings. Tests shall be in accordance with the manufacturer's recommended installation torque in the ICC-ESR report.
 - 1. Torque test loads shall be applied by means of a calibrated torque wrench.
 - 2. Anchor must attain the specified test torque within ½ turn of the nut. If the specified torque is not achieved within the required number of turns, the anchor shall be removed or abandoned.
 - 3. Provide torque load tests for replacement expansion anchors.
 - 4. The Testing Lab selected by the City shall develop and utilize an effective method of field marking locations and results of expansion anchor tests to be determined between the City and the testing lab selected, as required by the City.
 - a. Field marking for test locations shall not affect exposed concrete appearance.
 - b. A detailed drawing record of test locations and results shall be acceptable.
- D. At anchors that fail the torque load tests:
 - 1. The drilled hole may not be reused.
 - 2. Abandoned holes shall be filled with non-shrink grout. The minimum spacing between an abandoned hole and a drilled hole used for a post-installed anchor shall not be less than 1 1/2 anchor diameters.

3.7 DAMAGED REINFORCEMENT

- A. Damage to existing reinforcement shall be considered defective work.

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3.8 SURFACE REPAIRS AND FILLING OF ABANDONED HOLES

- A. Clean and repair surfaces damaged by drilling or installation. Cleaning and repairing requirements shall be as directed by the City Engineer.
- B. Abandoned holes shall be filled with patching mortar in accordance with the manufacturer's recommendations.

3.9 CORRECTION OF DEFECTIVE WORK

- A. Correction of defective work shall be the responsibility of the Contractor.
- B. Work not in compliance with the requirements of the Contract Documents shall be considered defective, unless otherwise directed in writing by the Engineer.
- C. Corrected work shall conform to the requirements of the Contract Documents.
- D. The Contractor shall prepare a submittal documenting the defective work and proposed corrections and submit to the City Engineer for review. The submittal shall include a description of the defective work, the location of defective work, and shall be accompanied by supporting sketches, photographs, or both. Additionally, the submittal shall include similar documentation of the Contractor's proposed corrections.
- E. Correction of defective work shall not commence until the Engineer has reviewed and accepted the submittal.
- F. Correction of defective work will be inspected by the Engineer and Special Inspector from the Testing Company.

3.10 CLEAN-UP

- A. Remove from the site all debris resulting from the work of this Section.

END OF SECTION

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SECTION 05 12 00

STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Specifications, and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. Structural steel.
 2. Grout for base plates.
- B. Reference:
1. CBC - 2019 California Building Code
 2. AISC - American Institute of Steel Construction:
 - a. AISC 303 - Code of Standard Practice for Steel Buildings and Bridges, except as follows:
 - 1) Horizontal and vertical dimensions may not be shown entirely on the Structural Drawings.
 - 2) Division 01 requirements and those specified herein shall govern in case of conflict.
 - b. ANSI/AISC 341 - Seismic Provisions for Structural Steel Buildings.
 - c. ANSI/AISC 358 - Prequalified Connections for Special and Intermediate Steel Moment Frames for Seismic Applications.
 - d. ANSI/AISC 360 - Specification for Structural Steel Buildings.
 - e. AISC - Steel Construction Manual
 3. RCSC – Research Council on Structural Connections “Specification for Structural Joints Using ASTM A 325 or A 490 Bolts.”
 4. AWS - American Welding Society's
 - a. AWS D1.1 - Structural Welding Code - Steel.
 - b. AWS D1.8 - Structural Welding Code - Seismic Supplement.
 5. SSPC - Steel Structures Painting Council, designations referenced herein.
 6. ICC Evaluation Service - Provide “Evaluation Report” for product where specified herein.
 7. ASTM, American Society for Testing and Materials, designations referenced herein.

1.3 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."
- B. Seismic-Load-Resisting System: Elements of structural-steel frame designated as "SLRS" or along grid lines designated as "SLRS" on Drawings, including columns, beams, and braces and their connections.
- C. Heavy Sections: Rolled and built-up sections as follows:
1. Shapes included in ASTM A 6/A 6M with flanges thicker than 1-1/2 inches.
 2. Welded built-up members with plates thicker than 2 inches.
 3. Column base plates thicker than 2 inches.

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- D. Protected Zone: Structural members or portions of structural members indicated as "Protected Zone" on Drawings. Connections of structural and nonstructural elements to protected zones are limited.
- E. Demand Critical Welds: Those welds, the failure of which would result in significant degradation of the strength and stiffness of the Seismic-Load-Resisting System and which are indicated as "Demand Critical" or "Seismic Critical" on Drawings.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication of structural-steel components.
 - 1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 - 2. Include embedment drawings.
 - 3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
 - 4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical high-strength bolted connections.
 - 5. Identify members and connections of the seismic-load-resisting system.
 - 6. Indicate locations and dimensions of protected zones.
 - 7. Identify demand critical welds. Specifically reference WPS used in performance of each demand critical weld.
- C. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs): Provide according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for each welded joint whether prequalified or qualified by testing. Welding procedures and qualifications shall be prepared by a welding professional experienced in the welding technologies and processes proposed. Include the following:
 - 1. Power source (constant current or constant voltage).
 - 2. Electrode classification, manufacturer and trade name.
 - 3. Indicate shop or field application
 - 4. All parameter and variable settings
 - 5. Preheat/postheat or post-weld treatment
 - 6. WPS for demand critical welds shall conform to the additional requirements of AWS D1.8, Section 6.1.
- D. Qualification Data: For qualified Installer, fabricator, welding engineer and testing agency for weld and welder qualification.
- E. Welding certificates for shop and field welders.
- F. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- G. Mill test reports for structural steel, including chemical and physical properties.
- H. Product Test Reports: For the following:
 - 1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 - 2. Direct-tension indicators.
 - 3. Tension-control, high-strength bolt-nut-washer assemblies.
 - 4. Shear stud connectors.
 - 5. Welding electrodes, fluxes, shielding gases
 - 6. Shop primers.
 - 7. Nonshrink grout.

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- I. Filler metal toughness: For SLRS and demand critical welds, submit manufacturer's certificates of conformance confirming that the filler metals meet the Charpy V-Notch toughness requirements of Part 2 of this specification.
- J. Welder Performance Qualification Records (WPQR): Submit WPQR for each shop and field welder.
- K. Distortion Control Program: The contractor shall prepare and submit a written distortion control program that specifies welding sequence requirements for SLRS joints, including intended sequence for flange and web welding and bolting.
- L. Contractor's quality control test reports: Submit Contractor's quality control test reports to the Engineer for review.
- M. Toxic Materials: Contractor shall bring to the attention of the Engineer any items not specified herein that are required for construction and which may contain liquid chemicals, coatings, or tapes containing VOC's or other toxins, or composite wood or agrifiber which may contain urea formaldehyde binders.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD.
- B. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category ACSE.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 1. Welders and welding operators performing work on bottom-flange, demand-critical welds shall pass the supplemental welder qualification testing, as required by AWS D1.8. FCAW-S and FCAW-G shall be considered separate processes for welding personnel qualification.
- D. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC 303.
 - 2. AISC 341 and AISC 341s1.
 - 3. AISC 360.
 - 4. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- E. Preinstallation Conference: The contractor shall arrange and sponsor one preconstruction conference, following approval of project WPSs and prior to start of field welding operations. At a minimum, the Contractor, Contractor's Welding Quality Control Inspector, the Contractor's Welding Foreman, the Owner's Testing Agency, the Jurisdictional Building Inspector (at their option) and the Engineer of Record or representative shall attend. Attendees shall review the approved Welding Procedure Specifications (WPS) and other special welding requirements for the project.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
 - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.

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1. Fasteners may be repackaged provided inspector(s) observes repackaging and seals containers.
2. Clean and relubricate bolts and nuts that become dry before use.
3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

1.7 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A 992/A 992M or ASTM A 913/A 913M, Grade 65, as indicated.
 1. Heavy Sections: Heavy sections shall meet the requirements of ANSI/AISC 360, Section A3.1c. Hot rolled shapes in the SLRS with flange thicknesses 1-1/2 inch and thicker shall also have a minimum Charpy V-Notch toughness of 20 ft-lb at 70 degrees F tested in the alternate core location as described in ASTM A6, Supplementary Requirement S30
- B. Plates and Bars: ASTM A 572/A 572M, Grade 50, as indicated.
 1. Heavy Sections: Heavy sections shall meet the requirements of ANSI/AISC 360 Section A3.1d. Steel plates 2" and thicker used in the SLRS for built-up sections, cover plates and base plates shall also have a minimum Charpy V-notch toughness of 20 ft-lb at 70 degrees F tested at any location permitted by ASTM A673.
- C. Channels and Angles: ASTM A 36.
- D. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade C, structural tubing.
- E. Steel Pipe: ASTM A 53, Type E or S, Grade B.
- F. Steel Castings: ASTM A 216/A 216M, Grade WCB with supplementary requirement S11.
- G. Steel Forgings: ASTM A 668/A 668M.
- H. Welding Electrodes: Conform to requirements of AWS D1.1 and D1.8. Filler metals shall be low hydrogen types and shall be as recommended by the manufacturer for the position, thickness and other conditions of use.
 1. Filler Metal Toughness:
 - a. Filler metals for shop and field welded joints designated as SLRS on the Drawings shall have a minimum Charpy V-Notch (CVN) toughness of 20 ft-lb at 0 degrees Fahrenheit as determined by AWS A5 classification test method or manufacturer certification.
 - b. Filler metals for shop and field welded joints designated as demand critical welds on the Drawings shall have a minimum Charpy V-Notch (CVN) toughness of 20 ft-lb at -20 degrees Fahrenheit as determined by the appropriate AWS classification test method or manufacturer certification and 40 ft-lb at 70 degrees Fahrenheit as determined by ANSI/AISC 341, Appendix X or other approved method.

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2. Arc-welding equipment: As required by the City, welding equipment shall have calibrated meters for voltage and amperage that accurately indicate these values at the point of welding for the length of cable to be used. Contractor shall demonstrate to the satisfaction of the Owner's Testing Agency the accuracy of the meters, using external meters attached to extension cables of a length that reflects actual project conditions. If equipment meters do not accurately reflect the electrical properties at the point of welding, the Contractor shall provide external meters.

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers; all with plain finish.
 1. Direct-Tension Indicators: ASTM F 959, Type 325, compressible-washer type with plain finish.
- B. High-Strength Bolts, Nuts, and Washers: ASTM A 490, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers with plain finish.
 1. Direct-Tension Indicators: ASTM F 959, Type 490, compressible-washer type with plain finish.
- C. Zinc-Coated High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade DH heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers.
 1. Finish: Hot-dip or mechanically deposited zinc coating.
 2. Direct-Tension Indicators: ASTM F 959, Type 325, compressible-washer type with mechanically deposited zinc coating finish.
- D. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F 1852, Type 1, round head assemblies consisting of steel structural bolts with splined ends, heavy-hex carbon-steel nuts, and hardened carbon-steel washers, shall be permitted at pretensioned bolt locations, except at AESS, slip critical bolted connections and where noted on the Drawings
 1. Finish: Plain.
- E. Shear Connectors: ASTM A 108, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1/D1.1M, Type B.
- F. Galvanized Unheaded Anchor Rods and Threaded Rods: ASTM F 1554, Grade 36, 55, or 105 as indicated in the drawings.
 1. Configuration: Straight.
 2. Nuts: ASTM A 563A hex or heavy-hex, mechanically galvanized, carbon steel.
 3. Plate Washers: ASTM A 36 carbon steel, galvanized.
 4. Washers: ASTM F 436, Type 1 galvanized, or Type 3, hardened carbon steel.
 5. Finish: Galvanized.
- G. Plain Unheaded Anchor Rods and Threaded Rods: ASTM F 1554, Grade 36, 55, or 105 as indicated in drawings.
 1. Configuration: Straight.
 2. Nuts: ASTM A 563 hex or heavy-hex carbon steel.
 3. Plate Washers: ASTM A 36 carbon steel.
 4. Washers: ASTM F 436, Type 1, hardened carbon steel.
 5. Finish: Plain.
- H. Clevises and Turnbuckles: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1035.
- I. Eye Bolts and Nuts: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1030.

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- J. Sleeve Nuts: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1018.

2.3 PRIMER

- A. Primer: Rust-inhibitive shop primer that is Volatile Organic Compounds (V.O.C.) compliant.
1. See Division 09 "Painting" sections for surface-preparation and priming requirements for architectural finishes on structural steel.
- B. Galvanizing Repair Paint: ASTM A 780.

2.4 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to fluid consistency and a 30-minute working time.
1. Grout 28-day compressive strength: $f'c=6000$ psi, minimum.

2.5 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC 360.
1. Camber structural-steel members where indicated.
 2. Fabricate beams with rolling camber up.
 3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
 4. Mark and match-mark materials for field assembly.
 5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Provide as follows:
1. Clean and prepare all steel according to SSPC-SP 1, "Solvent Cleaning to remove oil and grease.
 2. Clean and prepare steel surfaces that are to remain unpainted according SSPC-SP 2, "Hand Tool Cleaning" after fabrication.
 3. Provide SSPC-SP3, "Power Tool Cleaning" for steel to be shop primed, after fabrication.
- F. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.
- G. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel framing members.
1. Drill or punch holes perpendicular to steel surfaces.
 2. Baseplate Holes: Drill or punch holes perpendicular to steel surfaces.
 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

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2.6 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Pretensioned or Slip Critical, as indicated.
 - a. Faying Surfaces: Provide Class A surfaces for connections of structural steel using slip-critical bolts. Provide Class C surfaces for connections of hot-dip galvanized steel using slip-critical bolts.
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

2.7 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
 - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 3 inches.
 - 2. Surfaces to be field welded.
 - 3. Surfaces to be high-strength bolted with slip-critical connections.
 - 4. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
 - 5. Galvanized surfaces.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
 - 1. SSPC-SP 3, "Power Tool Cleaning."
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
 - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
 - 2. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

2.8 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123/A 123M.
 - 1. Fill vent and drain holes that will be exposed in the finished Work unless they will function as weep holes, by plugging with zinc solder and filing off smooth.
 - 2. Galvanize all elements permanently exposed to weather and as indicated.

2.9 SOURCE QUALITY CONTROL

- A. Independent testing company will perform shop tests, inspections, and prepare test reports.
 - 1. Provide testing company with access to places where structural-steel work is being fabricated or produced to perform tests and inspections. The Contractor shall notify the Engineer of work to be tested and inspected. Notification shall be sufficiently in advance to allow scheduling of tests and inspections, but not less than 48 hours.
 - 2. The testing company selected by the City shall perform tests and inspections per CBC, Chapter 17 and as follows to be determined between the City and testing company selected, as required by the City:

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- a. Collect and review certified mill analysis reports.
 - b. Review steel identification per CBC Section 2203.2. Material that cannot be identified or has a questionable source shall be tested by the Contractor's Testing Agency.
 - c. Collect and review certificates of conformance. Materials not accompanied by manufacturer certificates shall be tested by the Contractor's Testing Agency.
- B. Correct deficiencies in Work that test reports and inspections indicate do not comply with the Contract Documents.
- C. Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" and as follows:
- 1. Sample and test high strength bolts, nuts and washers in accordance with the requirements of the Specification for Structural Joints Using ASTM A 325 or A 490 Bolts.
 - 2. Inspect installation of high strength bolts per ANSI/AISC 341, Chapter J, Section J7.
- D. Welded Connections: In addition to visual inspection, shop-welded connections will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures:
- 1. Personnel performing welding inspections and nondestructive testing on SLRS and for demand critical welds shall meet the additional qualifications specified in AWS D1.8, Section 7
 - 2. Review shop WPS in accordance with AWS D1.1 and D1.8.
 - 3. Confirm welders, welding foreman, and QC Inspectors have a copy of the approved WPS.
 - 4. Review WPQR in accordance with AWS D1.1 and D1.8 for the welds to be performed.
 - 5. Confirm welding equipment settings, and voltage and amperage at point of welding.
 - 6. Perform nondestructive tests (NDT) of field welds in accordance with ANSI/AISC 341, Chapter J, Section J6, except as noted below. Provide NDT equipment as required to perform specified tests.
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: Magnetic Particle (MP) testing shall conform to AWS D1.8, Section 7.9.
 - 1) The rate of magnetic particle testing on CJP groove welds may be reduced to 10-percent for an individual welder or welding operator after sufficient project experience is demonstrated per Chapter J, subsection J6.2h. However, no reduction in testing frequency shall be permitted for demand critical welds.
 - c. Ultrasonic Inspection: Ultrasonic testing (UT) shall conform to AWS D1.8, Section 7.10.
 - 1) The rate of ultrasonic testing on complete joint penetration (CJP) groove welds may be reduced to 25-percent for an individual welder or welding operator after sufficient project experience is demonstrated per Chapter J, subsection J6.2g. However, no reduction in testing frequency shall be permitted for demand critical welds.
 - d. Radiographic Inspection: ASTM E 94.
- E. In addition to visual inspection, shop-welded shear connectors will be tested and inspected according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
- 1. Bend tests will be performed if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
 - 2. Tests will be conducted on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1/D1.1M.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Contractor shall verify, with steel Erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

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1. Prepare a certified survey of bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.
 1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Base and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 2. Weld plate washers to top of baseplate.
 3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before placing grout.
 4. Promptly place grout between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 1. Level and plumb individual members of structure.
 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members only where indicated.
- F. Do not use thermal cutting during erection unless approved by Architect. Finish thermally cut sections within smoothness limits in AWS D1.1/D1.1M.
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.
- H. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.

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3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Pretensioned or Slip Critical, as indicated.

- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
 - 2. Welded connections in the SLRS shall comply with the additional requirements of AWS D1.8, including the supplemental requirements for demand critical welds, and as follows:
 - a. Filler metals shall conform to the filler metal toughness requirements specified in Part 2 of this specification.
 - b. Weld Access Holes: Weld access holes for CJP groove welds of beams to columns shall conform to ANSI/AISC 360, Section J1.6, unless otherwise noted on the Drawings.
 - c. Welders shall pass the "Supplemental Welder Qualification for Restricted Access Welding" as specified in AWS D1.8, Section 5.1 where welding beam flanges to columns through web and gusset plate access holes at demand critical weld locations.
 - d. End dams shall not be permitted, except at the outboard edge of weld tabs that are to be removed after completion of the weld.
 - e. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
 - 3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

3.5 FIELD QUALITY CONTROL

- A. Field welds and high-strength bolted connections will be tested by the Special Inspector.

- B. Bolted Connections: Bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 - 1. Sample and test high strength bolts, nuts and washers in accordance with the requirements of the Specification for Structural Joints Using ASTM A 325 or A 490 Bolts.
 - 2. Inspect installation of high strength bolts per ANSI/AISC 341, Chapter J, Section J7.

- C. In addition to visual inspection, field welds will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures:
 - 1. Personnel performing welding inspections and nondestructive testing on SLRS and demand critical welds shall meet the additional qualifications specified in AWS D1.8, Section 7.
 - 2. Review field WPS in accordance with AWS D1.1 and D1.8.
 - 3. Confirm welders, welding foreman, and QC Inspectors have a copy of the approved WPS.
 - 4. Review WPQR in accordance with AWS D1.1 and D1.8 for the welds to be performed.
 - 5. Confirm welding equipment settings, and voltage and amperage at point of welding.
 - 6. Perform nondestructive tests (NDT) of field welds in accordance with ANSI/AISC 341, Chapter J, Section J6, except as noted below. Provide NDT equipment as required to perform specified tests
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: Magnetic Particle (MP) testing shall conform to AWS D1.8, Section 7.9.
 - 1) The rate of magnetic particle testing on CJP groove welds may be reduced to 25-percent for an individual welder or welding operator after sufficient project experience is demonstrated per Chapter J, subsection J6.2h. However, no reduction in testing frequency shall be permitted for demand critical welds.
 - c. Ultrasonic Inspection: Ultrasonic testing (UT) shall conform to AWS D1.8, Section 7.10.
 - 1) The rate of ultrasonic testing on complete joint penetration (CJP) groove welds may be reduced to 50-percent for an individual welder or welding operator after

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sufficient project experience is demonstrated per Chapter J, subsection J6.2g.
However, no reduction in testing frequency shall be permitted for demand critical
welds.

- d. Radiographic Inspection: ASTM E 94.

- D. In addition to visual inspection, test and inspect field-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
 - 1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
 - 2. Conduct tests on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1/D1.1M.

- E. Correct deficiencies in Work that test reports and inspections indicate do not comply with the Contract Documents.

3.6 REPAIRS AND PROTECTION

- A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780.

- B. Touchup Painting: Cleaning and touchup painting are specified in Division 09 painting Sections.

END OF SECTION

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SECTION 05 73 13

GLASS GUARDRAILS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes exterior glass guardrails.

1.02 PERFORMANCE REQUIREMENTS

- A. Wind Loading: Fabricate, and install assemblies to withstand a wind load, positive and negative, as specified in California Building Code (CBC) acting normal to the plane of the wall or assembly.
- B. Design Loads: Load on guardrails shall be as required by CBC Section 1607.7, with the following amendment:
 - 1. Guardrails shall support a load of 50-pounds per linear foot acting horizontally, simultaneous with 50-pounds per linear foot acting vertically, at the top.
- C. Thermal Movements: Thermal movements resulting from ambient temperature range of 120-deg. F., which may cause framing range of 180-deg. F.

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's product data, including description of materials, components, fabrication, finishes and installation instructions. Installation instructions include all structural computations and test reports provided by the manufacturer evidencing compliance with the specifications.
- B. Shop Drawings: Show fabrication and installation of railings, including plans, elevations, sections, indicating materials, components, sizes, dimensions, tolerances, hardware, fasteners, finishes, and attachments to other units of work.
- C. Samples: For verification of each type of exposed finish required, prepared on components indicated below of same thickness and metal indicated for final unit of work.
 - 1. 6-inch-long section of exposed metal channels.
 - 2. 12-inch-square sample of glass panel.
 - 3. Fittings and brackets.
- D. Certification that components were installed in accordance with manufacturer's engineering data to meet required design loads as specified.
- E. Test Reports: Submit test reports from qualified independent testing agency indicating compliance with ASTM E 985.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside a well-ventilated area, away from uncured concrete and masonry and protected from weather, moisture, soiling, abrasion, extreme temperatures, and humidity.

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1.05 PROJECT CONDITIONS

- A. Field Measurements: Where railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the work.

PART 2 - PRODUCTS

2.01 APPROVED MANUFACTURERS

- A. C.R. Laurence, Blumcraft, Julius Blum or approved equal.

2.02 METALS

- A. General: Provide metal free from surface blemishes where exposed to view in the finished work. Exposed-to-view surfaces exhibiting pitting, seam marks, roller marks, stains, discoloration, or other imperfections on finished units are not acceptable and will be rejected.
- B. Aluminum:
 - 1. Extruded Pipe: Alloy 6063-T52 meeting ASTM B221.
 - 2. Drawn Pipe: Alloy 6063-T832 meeting ASTM B483.
 - 3. Reinforcing Bars: Alloy 6061-T6 meeting ASTM B221.
 - 4. Extruded Bars, Shapes and Moldings: Alloy 6063-T52 meeting ASTM B221.
 - 5. Extruded Posts: Alloy 6063-T6 meeting ASTM B221.
 - 6. Castings: Almag 35 meeting ASTM B26.
- C. Angles, Brackets, Flanges, and Anchors: Hot-dip galvanized.

2.03 GLASS PRODUCTS AND GLAZING MATERIALS

- A. Safety Glass Standard: Provide safety glass complying with ANSI Z97.1 and testing requirements of 16 CFR Part 1201 for Category II materials.
- B. Exterior Laminated Safety Glass: Two sheets of 1/4-inch thick clear float glass laminated together with a clear TPU hydrophobic interlayer; nominal 1/2-inch unit thickness. Exposed edges of glass panels shall be rounded to a pencil edge and ground smooth, free of sharp edges. Offset between exposed edges of laminated glass panels shall not exceed 1/16-inch and TPU interlayer shall not be visible in the completed installation. Do not apply edge sealers to exposed glass edges unless glass edges are concealed by a channel or other frame. Glass shall match approved sample.
- C. Glazing Accessories: C.R. Laurence "Taper-Loc Dry Glazing System" or approved equal.

2.04 MISCELLANEOUS MATERIALS

- A. Filler Metal and Electrodes: Provide type and alloy of filler metal and electrodes as recommended by producer of metal to be welded or brazed and as required for color match, strength, corrosion resistance, and compatibility in fabricated items.
- B. Metal Angles: Hot-dip galvanized continuous steel angle.

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2.05 FASTENERS

- A. Fasteners for Anchoring Railings to Other Construction: Select fasteners of the type, grade, and class required to produce connections that are suitable for anchoring railing to other types of construction indicated and capable of withstanding design loading.
 - 1. Provide fasteners fabricated from Type 304 stainless steel.
- B. Fasteners for Interconnecting Railing Components: Use fasteners of same basic metal as the fastened metal. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, except where exposed fasteners are unavoidable.
- C. Adhesive: Scotch-Weld epoxy adhesive.
- D. Cement: Hydraulic, ASTM C595, factory prepared with accelerator.

2.06 FABRICATION

- A. Glass Rail System Components:
 - 1. Base Shoe: Aluminum extrusion of profile as indicated on the Drawings. Finish as selected by the Architect.
 - 2. Other Components: Provide extruded aluminum glazing channels, glass stops and aluminum top railing.
- B. Ease exposed edges to a radius of approximately 1/32-inch. Form bent-metal corners to the smallest radius possible without causing grain separation or otherwise impairing work.
- C. Glass Panels: Cut and drill tempered glass to final size and shape prior to heat treatment; provide for proper edge clearance and bite on glass.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. Fit exposed connections accurately together to form tight, hairline joints.
- B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation, measured from established lines and levels and free from rack.
 - 1. Do not weld, cut, or abrade surfaces of railing components that are intended for field connection by mechanical or other means without further cutting or fitting.
 - 2. Set glass plumb within a tolerance of 1/4-inch in 12-feet.
 - 3. Align rails so that variations from level for horizontal members do not exceed 1/4-inch in 12-feet.
- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.

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3. Remove welding flux immediately.
 4. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- D. Dissimilar Metals:
1. Paint aluminum components that come into contact with dissimilar metals with a heavy coat of primer or asphalt paint. Do not apply on surfaces exposed to view in the completed work.
 2. Paint aluminum components that come into contact with cement or lime mortar with a heavy-bodied bituminous paint, water-white methacrylate lacquer or zinc chromate primer. Do not apply on surfaces exposed to view in the completed work.
- E. Adjust railing systems prior to anchoring to ensure matching alignment at abutting joints.
- F. Fastening to In-Place Construction: Use anchorage devices and fasteners as indicated for securing railings systems and for properly transferring loads to in-place construction.
- 3.02 ADJUSTING AND CLEANING
- A. Clean glass and metal surfaces by washing thoroughly with clean water and soap, followed by rinsing with clean water.
- 3.03 PROTECTION
- A. Protect finishes of railing systems from damage during construction period with temporary protective coverings.
- B. Restore finishes damaged during installation and construction period so that no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit or provide new units.

END OF SECTION

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SECTION 06 40 13

EXTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section describes the requirements for furnishing and installing exterior architectural woodwork items including the following:
 - 1. Exterior millwork and trim.

1.02 SUBMITTALS

- A. Product data for each type of product and process specified in this Section and incorporated into items of architectural woodwork during fabrication, finishing, and installation.
- B. Shop drawings showing location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
 - 1. Shop drawings shall comply with North American Architectural Woodwork Standards (NAAWS) Section 1 - Submittals.
- C. Samples for verification purposes of the following:
 - 1. Lumber for transparent finish in form of exterior wood stain, 50-square inches, for each species, with one half of exposed surface finished with coating specified in Section 09 91 00.
 - 2. Lumber and panel products for factory-applied opaque finish, 8-1/2-inches by 11-inches for panels and 50-square inches for lumber, for each finish system and color, with one half of exposed surface finished with coating specified in Section 09 91 00.

1.03 QUALITY ASSURANCE

- A. NAAWS Standard: Comply with applicable requirements of "North American Architectural Woodwork Standards" (NAAWS) adopted and published jointly by Architectural Woodwork Institute, Architectural Woodwork Manufacturers Association of Canada and Woodwork Institute.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Protect woodwork during transit, delivery, storage, and handling to prevent damage, soilage, and deterioration.

1.05 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions will permit work to be performed and at least one coat of finish applied without exposure to rain or dampness.

1.06 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, reinforcements, and other related items to ensure that exterior woodwork can be supported and installed as indicated.

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PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Provide materials that comply with requirements of the NAAWS woodworking standard for each type of woodwork and quality grade specified.
- B. Exterior wood to match existing species, dimension and quality.

2.02 INSTALLATION MATERIALS

- A. Blocking, Shims and Nailers: Softwood or hardwood lumber, kiln dried to less than 15-percent moisture content.
- B. Screws: Stainless steel; type and size required.
- C. Nails: Stainless steel or hot-dip galvanized; type and size as required for each use.
- D. Anchors: Stainless steel or hot-dip galvanized; type and size required for each substrate for secure anchorage.

2.03 FABRICATION GENERAL

- A. Comply with NAAWS for the Grade Specified.
- B. Wood Moisture Content: Comply with requirements of referenced quality standard for moisture content of lumber in relation to relative humidity conditions existing during time of fabrication and in installation areas.
- C. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:
 - 1. Edges of solid wood (lumber) members less than 1-inch in nominal thickness: 1/16-inch.
 - 2. Edges of rails and similar members 1-inch or more in nominal thickness: 1/8-inch.

2.04 EXTERIOR MILLWORK AND TRIM FOR TRANSPARENT FINISH

- A. Grade: Premium.
- B. Backout or groove backs of flat trim members, kerf backs of other wide flat members, except for members with ends exposed in finished work.
- C. Assemble casings in plant except where limitations of access to place of installation require field assembly.
- D. Lumber Species: Match existing.
- E. Finish: Field-applied semi-transparent stain as specified in Section 09 91 00.

2.05 EXTERIOR MILLWORK AND TRIM FOR OPAQUE FINISH

- A. Grade: Custom.
- B. Backout or groove backs of flat trim members, kerf backs of other wide flat members, except for members with ends exposed in finished work.

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- C. Assemble casings in plant except where limitations of access to place of installation require field assembly.
- D. Lumber Species: Match existing at all exposed locations. Clear Cedar or Redwood, smooth finish unless otherwise required to match existing.
- E. Finish: Field-applied paint finish as specified in Section 09 91 00.

2.06 SHOP PRIMING

- A. Woodwork for Transparent Finish: Shop seal woodwork for transparent finish with stain, if required, and first coat of finish specified in Section 09 91 00.
- B. Woodwork for Opaque Finish: Shop prime woodwork for paint finish with one coat of wood primer specified in Section 09 91 00.
- C. Preparations for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations.
- D. Backpriming: Apply one coat of sealer or primer compatible with finish coats to concealed surfaces of woodwork, including back. Apply two coats to items installed over concrete or masonry.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Condition woodwork to average prevailing humidity conditions in installation areas before installation.

3.02 INSTALLATION

- A. Quality Standard: Install woodwork to comply with NAAWS for same grade specified in Part 2 of this Section for type of woodwork involved.
- B. Install woodwork plumb, level, true, and straight with no distortions. Shim as required with concealed shims. Install to a tolerance of 1/8 inch in 8'-0" for plumb and level and with no variations in flushness of adjoining surfaces.
- C. Scribe and cut woodwork to fit adjoining work.
- D. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Use fine finishing nails for exposed nailing, countersunk and filled flush with woodwork.
- E. Millwork and Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to the greatest extent possible. Stagger joints in adjacent and related members. Cope at returns and miter at corners.
- F. Refer to Section 09 91 00 for final finishing of installed architectural woodwork.

3.03 ADJUSTMENT AND CLEANING

- A. Repair damaged and defective woodwork where possible to eliminate defects functionally and visually; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean woodwork on exposed and semi-exposed surfaces.

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3.04 PROTECTION

- A. Provide final protection and maintain conditions in a manner acceptable to manufacturer and installer, that ensure that woodwork is without damage or deterioration at time of Substantial Completion.

END OF SECTION

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SECTION 07 14 13

HOT FLUID-APPLIED RUBBERIZED ASPHALT WATERPROOFING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section describes the requirements for furnishing and installing hot fluid-applied rubberized asphalt waterproofing under roof deck pavers.

1.02 SUBMITTALS

- A. Product Data: Manufacturer's specifications, installation instructions, and general recommendations for each waterproofing material. Include data substantiating compliance with specified requirements.
- B. Certification showing that all waterproofing components are being supplied and warranted by a single-source manufacturer.
- C. Shop Drawings: Show locations and extent of waterproofing. Include details for substrate joints and cracks, sheet flashings, penetrations, inside and outside corners, and other transition and termination conditions. Field verify existing conditions as required for shop drawing development.
- D. Sample Warranty: Copy of special waterproofing manufacturer's and Installer's warranty stating obligations, remedies, limitations, and exclusions before starting waterproofing.
- E. Installer Certificates: Signed by manufacturers certifying that installers comply with requirements.

1.03 QUALITY ASSURANCE

- A. Primary waterproofing materials shall be products of a single manufacturer. Secondary materials shall be as recommended by primary materials manufacturer.
- B. Applicators shall have not less than 5-years experience in the installation of waterproofing systems of the type specified and be licensed or approved by the manufacturer of the waterproofing materials.
- C. Pre-Installation Conference: Just prior to the commencement of the fluid-applied waterproofing, meet at the Project site with the representative of the membrane manufacturer, the waterproofing installer, Contractor, and other parties affected by the installation of the membrane. Review methods and procedures including, but not limited to, substrate conditions, drains, penetrations, waterproofing requirements, construction scheduling and availability of materials, inspection, testing, and certification procedures.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Store materials in the original, undamaged packages or containers in a clean, dry, protected location and within the temperature range required by waterproofing manufacturer until ready for use.
- B. Follow special handling or storage requirements of the manufacturer and protect stored materials from direct sunlight.
- C. Remove and replace liquid materials that cannot be applied within their stated shelf life.

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1.05 FIELD QUALITY CONTROL

- A. Maintain a quality control program to verify compliance with this Specification. Keep a daily log to record actions in the field.
- B. Notify the manufacturer's representative 2-days prior to coating application in order to allow the representative to make an application inspection to verify that proper application methods are used.

1.06 JOB CONDITIONS

- A. Substrate: Proceed with the work of this Section only after substrate construction and penetrating work have been completed.
- B. Weather: Proceed with work of this Section only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations.
- C. Membrane application shall not commence during inclement weather or when the ambient temperature is below 0-deg. F. Surfaces to receive the membrane shall be free of water, dew, frost, snow and ice.
- D. Preparation and application of membrane shall be in well-ventilated areas.

1.07 WARRANTY

- A. Furnish a 10-year total systems warranty, signed by the Contractor and the installer, agreeing to repair or replace defective components of the waterproofing assembly, defined to include membrane, flashings, leakage of water, abnormal aging or deterioration of materials, and other failures of membrane waterproofing to perform as required. This warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents.
- B. Installer's Warranty: 5-year written waterproofing Installer's warranty, signed by installer covering Work of this Section, including removing and reinstalling overburden.

PART 2 - PRODUCTS

2.01 APPROVED MANUFACTURERS

- . Tremco, Inc. "TREMproof 6100", or approved equal with Manufacturer review and acceptance of project detailing.
 - 1. Membrane shall have a recycled content of 25-percent post-consumer content of reclaimed rubber and recycled oil.

2.02 MATERIALS

- A. Membrane: Single-component, rubberized-asphalt membrane system formulated for minimum 215-mil thick-coat application, complying with the following requirements:
 - 1. Solids Content: 100-percent; no solvents.
 - 2. Low-Temperature Flexibility: No delamination, adhesion loss or cracking when 1/8-inch thick membrane applied to aluminum substrate is subjected to 90-degree bend over 1/4-inch mandrel in one-second time period at -25-deg. F.
 - 3. Water Resistance: No delamination, blistering, emulsion, or deterioration after 24-hours at 77-deg. F.; ASTM D2939.

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4. Water Vapor Permeability: 0.03-perms maximum for 1/8-inch thick membrane at 100-deg. F.; ASTM D96, Procedure E.
 5. Water Absorption: Maximum 0.18-percent weight gain for 1/8-inch thick membrane after 72-hours total immersion.
 6. Penetration: Maximum 110 at 77-deg. F., maximum 200 at 122-deg. F.; ASTM D1191.
 7. Flow: None at 120-deg. F., maximum 3.0-mm at 140-deg. F.; ASTM D1191.
 8. Softening Point: 120-deg. F. minimum; ASTM D36.
 9. Minimum Ambient Application Temperature: 0-deg. F.
 10. Pouring (Application) Temperature: between 375 and 425-deg. F.
 11. Flash Point: 500-deg. F. minimum; ASTM D92 (Cleveland Open Cup).
 12. Service Temperature Range: 0-deg. F. to 120-deg. F.
- B. Surface Conditioner: Asphaltic surface conditioner for concrete surfaces or as recommended by waterproofing manufacturer.
- C. Flashing System: Tremco, Inc. "TREMproof PUMA" polyurethane methyl methacrylate system
1. Primer: PUMA Primer
 2. Base Coats: PUMA BC R
- D. Reinforcing Sheets:
1. Reinforcing Fabric: Tremco, Inc. "Reinforcing Fabric" .
 2. Elastomeric Sheet: Tremco, Inc. "Elastomeric Sheeting".
 3. Elastomeric Detail Sheet: Tremco, Inc. "TRA Elastomeric Sheeting"
 4. Composite Elastomeric Sheet: Tremco, Inc. "DualFlex"
- E. Adhesives/Sealants:
1. Joint Sealant for adhesion and compatibility with waterproofing and accessories: Tremco, Inc. "Dymonic 100."
- F. Protection Course: Tremco, Inc. "Powerply Standard Smooth".
- G. Composite Drainage Board: TremDrain 1000 by Tremco" or approved equal.
- H. Miscellaneous Waterproofing and Flashing Accessories: Provide sealants, pourable sealers, adhesives, flashings, and other accessories recommended by waterproofing manufacturer for intended use.

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PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine surfaces to receive waterproofing assembly to verify it is acceptable and proper for the application of the membrane. Comply with manufacturer's pre-installation and application guidelines.
- B. Do not proceed with the installation until all deck defects have been corrected.

3.02 SURFACE CONDITIONS

- A. Surfaces shall be clean, dry and free of any oil, dirt, grease, laitance, curing compounds, and other contaminants which may interfere with adhesion of the waterproofing. Surfaces shall be left broom clean.
- B. Concrete:
 - 1. Concrete surfaces shall be finished with a wood float or wood-troweled equivalent finish, and left free of loose particles, ridges, projections, voids and droppings that would interfere with the application of waterproofing.
 - 2. Allow concrete to cure as recommended by waterproof membrane manufacturer but not less than 28 days.
- C. Preparation
 - a. Remove existing membrane from concrete substrates as required by membrane manufacturer.
 - b. Abrasive blast clean concrete surfaces as required by membrane manufacturer to expose top surface of fine aggregate according to ASTM D 4259 with a self-contained, recirculating, blast-cleaning apparatus. Remove material to provide a sound surface free of laitance, glaze, efflorescence, curing compounds, concrete hardeners, or form-release agents. Remove remaining loose material and clean surfaces according to ASTM D 4258.
- D. Substrate Cleaning:
 - 1. Sweep the substrate to receive waterproofing membrane.
 - 2. Blow clean using an air compressor to remove any remaining loose debris.
 - 3. Perform final check to determine if concrete has been properly cleaned by applying a test patch of membrane to the surface and check its adhesion.
- E. Mask off adjoining surfaces not to receive waterproofing to prevent spillage of materials outside membrane area.
- E. Close off deck drains and other deck penetrations to prevent spillage and migration of waterproofing fluids.

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3.03 INSTALLATION

- A. Surface Conditioner:
1. Apply surface conditioner to the concrete using a hand-held sprayer evenly at a rate of 300- to 600-sq. ft./gallon depending on the surface texture. Surface conditioner shall "tan" the surface but not blacken it.
 2. Allow sufficient time for the surface conditioner to thoroughly dry prior to the membrane application.
- B. Heat membrane cakes in double jacketed oil-bath kettle equipped with a mechanically-operated agitator and two thermometers for the membrane and oil. Do not exceed temperatures recommended by membrane manufacturer.
- C. Construction Joints and Cracks: At joints over 1/16-inch but less than 1/4-inch in width, apply 125-mils (1/8-inch) of membrane and center a 6-inch wide strip of elastomeric sheet over the joint or crack and imbed into warm membrane avoiding air pockets. Apply a second coat of HRA membrane 125-mils (1/8-inch) thick over the reinforcement to encapsulate it.
- D. Expansion Joints:
1. Treat expansion joints up to 1/2-inch wide with a designed total movement of less than 50-percent and cracks exceeding 1/4-inch wide in accordance with membrane manufacturer's instructions.
 2. At expansion joints from 1/2-inch to 2-inches in width with a designed total movement of less than 50-percent, loop reinforcing fabric into joint to a depth equal to the joint width and waterproof in accordance with membrane manufacturer's instructions.
- E. Flashing: Waterproof changes in planes, curbs, penetrations, and drains in accordance with membrane manufacturer's instructions except where more stringent requirements are indicated or specified in the Contract Documents.
1. Primer: Apply primer to substrates at required rate, using roller or brush. Allow to dry. Reprime areas if required by manufacturer's written instructions.
 2. Flashing: Apply a cant of Tremco PUMA BC T 1" (2.5 cm) wide at the juncture of all horizontal and vertical surfaces (such as curbs, wall sections, columns or penetrations through the deck). Tool Tremco PUMA BC T to form a 45° cant. Use sufficient pressure to force out any trapped air and to assure complete wetting of the surface. Remove excess material from the deck or wall surface. Apply a strip of tape (masking tape or duct tape) to the vertical sections, 2 to 3" above the Tremco PUMA BC T cant to provide a neat termination of Tremco PUMA BC R. Apply Tremco PUMA Primer over the Tremco PUMA BC T cant before applying coating.

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3. Penetrations: For penetrations, apply Tremco PUMA Primer over the cant, up the penetration to 1" below the top of the projected overburden. Allow primer to cure. Apply the Tremco PUMA BC R mixture using a medium-nap roller to achieve a minimum thickness of 60 mils over the primed penetration, over the cant, and extended minimum of 12 inches onto the horizontal plane. Spiked rollers are not required for change in plane.
- F. Apply membrane evenly at a rate of 90-mils and embed reinforcing fabric, overlapping fabric sheet 1- to 2-inches with membrane between sheets. Apply a second layer of membrane at a rate of 125-mils. Total membrane thickness shall be 215-mils at any point.
- G. Protection Course: Embed in completed membrane while it is still warm and tacky in accordance with manufacturer's instructions. Overlap adjoining flexible protection course edges a minimum of 2 – 3 inches.
- H. Composite Drainage Board: Install over protection layer in accordance with manufacturer's instructions.
- I. Cure waterproofing according to manufacturer's written recommendations, taking care to prevent contamination and damage during application stages and curing.
 1. Do not permit foot or vehicular traffic on unprotected membrane.
 2. Protect waterproofing from damage and wear during remainder of construction period.
 3. Cover the completed membrane/protection assembly with subsequent topping materials within 30 days of membrane installation.

3.04 PERFORMANCE TESTING

- A. Before membrane has attained its final set, verify applied thickness by use of a mil thickness gauge. Apply additional membrane material where required to result in specified thickness.
- B. In-Place Testing: Before completed membranes are covered by rigid protection course test for leaks in deck area with 3-inch depth of water maintained for 48-hours. Repair leaks revealed by examination of substrate and repeat test until no leakage is observed. Electric vector testing (EVT) may be performed at Contractor's option where membrane cannot be water flood tested.
- C. Visual Inspection: Visually inspect for voids, damage, or rupture. Repair as required.

END OF SECTION

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SECTION 07 65 26

SELF-ADHERING SHEET FLASHING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section describes the requirements for furnishing and installation of self-adhering sheet flashing material where indicated.

1.02 SUBMITTALS

- A. Product Data: Furnish manufacturer's standard product data sheets and installation recommendations and instructions. Include written instructions for evaluating, preparing and treating substrates as well as technical data including tested physical and performance properties.
- B. Installer qualifications.

1.03 QUALITY ASSURANCE

- A. Installer: Certified or approved by the self-adhering sheet flashing manufacturer to install the specified products with a minimum of 5-years continuous experience installing the specified materials.

1.04 JOB CONDITIONS

- A. Apply self-adhering sheet flashings in fair weather at temperatures of 40-degrees F. and above.
- B. Provide adequate ventilation of enclosed spaces where primer is used.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Store materials in their original, sealed packages, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing.
- B. Store materials in clean, dry and protected location and within temperature range required by the manufacturer. Protect stored materials from direct sunlight.
- C. Remove and replace materials that cannot be applied within stated shelf life.

PART 2 - PRODUCTS

2.01 APPROVED MANUFACTURERS

- A. Berry Plastics "Polyken Shadowlastic" and "Foilastic", GCP Applied Technologies "Ultra", Protecto Wrap "Protecto Seal 45 Butyl" or approved equal.

2.02 MATERIALS

- A. Self-Adhering Sheet Flashing: 40-mil thick slip-resisting backing top surface laminated to layer of butyl adhesive, with release-paper backing; cold applied.

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1. Thermal Stability, ASTM D1970: Stable after testing at 240-deg. F.
 2. Low Temperature Flexibility, ASTM D1970: Passes after testing at minus 20-deg. F.
 3. Water Vapor Permeance: <.05 perms 40-Mil (waterproof); ASTM F1249.
 4. Water Resistance: 200 hours (waterproof); ASTM D779.
- B. Primer: As recommended by membrane manufacturer for priming substrates to receive modified bituminous sheet flashing.
- C. Joint Sealant: Certified by self-adhering flashing manufacturer as being compatible with flashing.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions under which self-adhering sheet flashing will be applied with installer and manufacturer's representative present for compliance with requirements and for other conditions affecting performance of the self-adhering sheet flashing system. Do not proceed with installation until unsatisfactory conditions have been corrected and reviewed by the Engineer.
- B. Installation of self-adhering sheet flashing constitutes acceptance of substrate conditions.

3.02 PREPARATION

- A. Remove dust, dirt, loose fasteners and other protrusions. Clean, prepare and treat substrates according to manufacturer's written instructions. Provide clean, sound and dry substrate.
- B. Prime substrates to receive self-adhering sheet flashing if required by manufacturer. Allow primer to dry for one hour or until tack-free. Re-prime surfaces not covered within 36-hours. Do not step on or permit debris to accumulate on primed surfaces.

3.03 INSTALLATION

- A. Self-Adhering Sheet Flashing:
1. Install self-adhering sheet flashing in accordance with manufacturer's written instructions. Ensure that flashing adheres continuously with the substrate and is free of wrinkles, fishmouths, bubbles, creases and other irregularities.
 2. Comply with temperature restrictions of underlayment manufacturer for installation. Use primer rather than nails for installing at low temperatures.
 3. Apply in shingle fashion to shed water, with end laps of not less than 6-inches staggered 24-inches between courses.
 4. Overlap side edges not less than 3-1/2-inches.
 5. Carefully notch and fold flashing corners and returns.

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6. Roll installed flashing with roller.
7. Installed membrane shall be covered as soon as possible with subsequently applied covering material. Do not leave membrane exposed to the weather for longer periods than approved by the manufacturer.

3.04 COMPLETION

- A. Remove and replace self-adhering sheet flashing that does not comply with specified requirements. Holes in the flashing shall be patched with a minimum 6-inch overlap or in accordance with the self-adhering sheet flashing manufacturer's instructions.

END OF SECTION

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SECTION 07 76 16

ROOF DECKING PAVERS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section includes pedestal paver system consisting of wood pavers, porcelain tile pavers, tile grating, and adjustable height pedestals and adjustable height pedestals for support of both pavers and sliding glass door track. See project drawings and sketches following this specification section.

1.02 SUBMITTALS

- A. Shop Drawings: Show paver layout. Include detail drawings showing how the various components of the systems fit together. Including but not limited to; supports for pavers, edge conditions, and supports for glass sliding track.
- B. Product Data: Furnish manufacturer's literature for each material and component.
- C. Samples: Furnish sample pedestal and paver of each color and finish required. Include in set of samples the full range of exposed color and texture to be expected in the completed work.
- D. Warranty.

1.03 QUALITY ASSURANCE

- A. Manufacturer: Pedestal support manufacturer shall have a minimum of 10-year's successful experience in producing products of the type required for this Project.
- B. Installer: Minimum 5-year's successful experience installing pedestal paver system, approved by the manufacturer.
- C. Inspection: Manufacturer's representative shall inspect work of Project on regular basis and provide certification system has been installed in accordance with manufacturer's recommendations.
 - 1. Provide unobstructed access to work.
 - 2. Correct defects and irregularities as advised by manufacturer's representative.
- D. Mock-up: Prior to beginning work, construct a mock-up approximately 4-feet x 4-feet for Architect's approval. Mock-up shall include pedestals and pavers. Approved mock-up may be incorporated into the Project.

1.04 SITE CONDITIONS

- A. Comply with manufacturer's requirements regarding weather, substrate and other Project conditions.

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- B. Pavers and pedestals are designed for pedestrian traffic only. Other heavy architectural elements require additional support. Surfaces must be bounded by blocking or walls, whether on rooftops or on grade

1.05 PRE-INSTALLATION CONFERENCE

- A. Convene pre-construction conference one week prior to beginning installation of pedestal paver system.
- B. Require attendance of parties directly affecting work.
- C. Review procedures and coordination required with related work.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Inspect pavers after delivery for signs of damage during transit.
- B. Protect pavers from damage during storage and handling.

1.07 WARRANTY

- A. Warrant pavers and supports to be free from defects in materials and workmanship for a period of 3-years from date of Final Acceptance of the entire Project by the City Council. This warranty is in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Pedestals and Accessories: Bison “Level.It Pedestals” or approved equal.
 - 1. Provide base levelers as required to compensate for sloped substrates.
 - 2. Tabs: As appropriate for paver trays and wood deck tiles.
 - 3. Provide other accessory materials required for a complete installation.
- B. Tile Grates: Tile Tech “Hex-Tray” or approved equal fiberglass reinforced plastic structural grating to support pavers on an elevated pedestal system.
 - 1. 24-inch x 24-inch x 1-1/2-inch or as required for pavers to be installed.
- C. Porcelain Pavers: Belgard “Mirage” Porcelain Pavers, 48-inch x 48-inch x ¾-inch thick, Abrolute color.
- D. IPE Wood Tiles: Bison or approved equal, kiln-dried FSC-certified IPE wood tiles. 24-inch x 24-inch size.

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1. Wood tiles shall have a flame spread index of 20 and smoke developed index of 400 when tested in accordance with ASTM E84.
2. Wood tiles shall meet the Class A flame spread requirements when tested in accordance with ASTM E108.
3. Finish: Clear sealer.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Surface on which pedestals and pavers will be placed must be capable of supporting load, clean and free of debris.
- B. Exercise care to avoid damaging roofing membrane.
- C. Inspect deck and fixed elevation locations and compare deck layout to shop drawings. Field condition variances shall be corrected prior to starting installation.
- D. Mark grid lines representing intersections of pavers across area, corresponding to plans.
- E. Coordinate the exact location of the pedestals for the trellises sliding glass door track with TBS Design

3.02 INSTALLATION

- A. General: Install roof deck paver system in accordance with manufacturer's instructions and as required by applicable codes. Use full size pavers to the greatest extent possible. Paver sizes and layout shall be as indicated on approved shop drawings.
- B. Level surface installation using adjustable pedestal system in accordance with manufacturer's instructions.
- C. Minor height and pitch adjustment shall be made with 1/8-inch thick rubber shim plates.
- D. Provide extender units and reducer units as required.
- E. Tile Grates: Install tile grates on pedestal supports if required for selected pavers. Cut neatly at perimeters and around protrusions.
- F. Place pavers on pedestals or tile grates level and with uniform joints. Cut neatly at perimeters and around protrusions through roof deck.

3.03 TOLERANCES

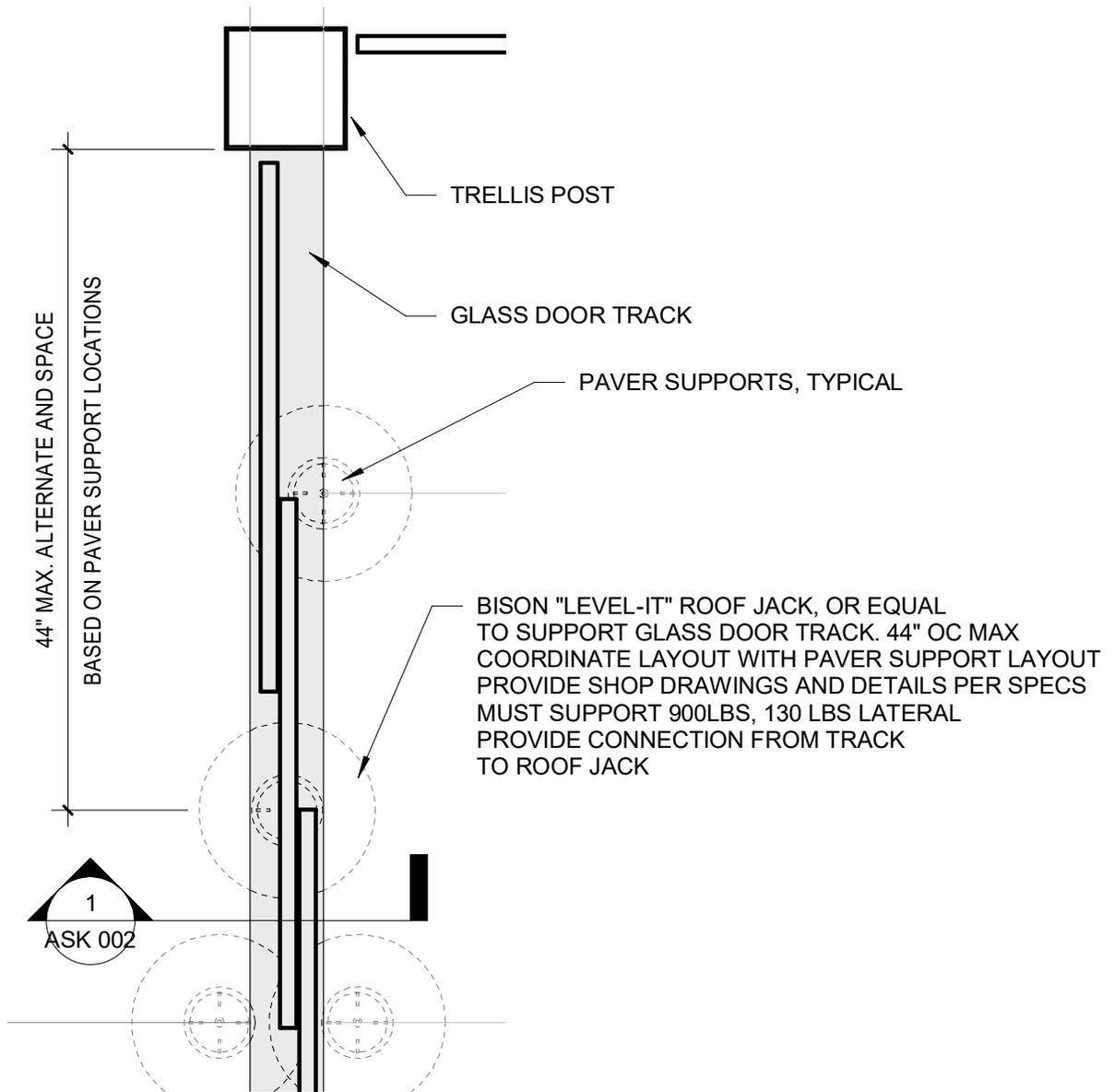
- A. Maximum 1/16-inch height variation between adjacent pavers.
- B. Individual pavers shall not vary more than 1/4-inch from level in a distance of 10-feet measured at any location and in any direction.

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3.04 CLEANING AND PROTECTION

- A. Remove and replace pavers which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment to eliminate evidence of replacement.
- B. Cleaning: Remove mortar stains and other types of soiling from exposed paver surfaces, wash and scrub clean.
- C. Provide final protection and maintain conditions in a manner acceptable to installer, which ensures paver work is without damage or deterioration at time of Final Completion.

END OF SECTION



ROOF JACK / GLASS TRACK LAYOUT

SCALE: 1 1/2" = 1'-0"

1



**CHILDREN'S
ACTIVITY
DECK
REMODEL**

Project No.
037-9731

DATE

01.21.2022

CONSULTANT PROJECT NO.

FBD #18011

SHEET TITLE

SHEET NO.

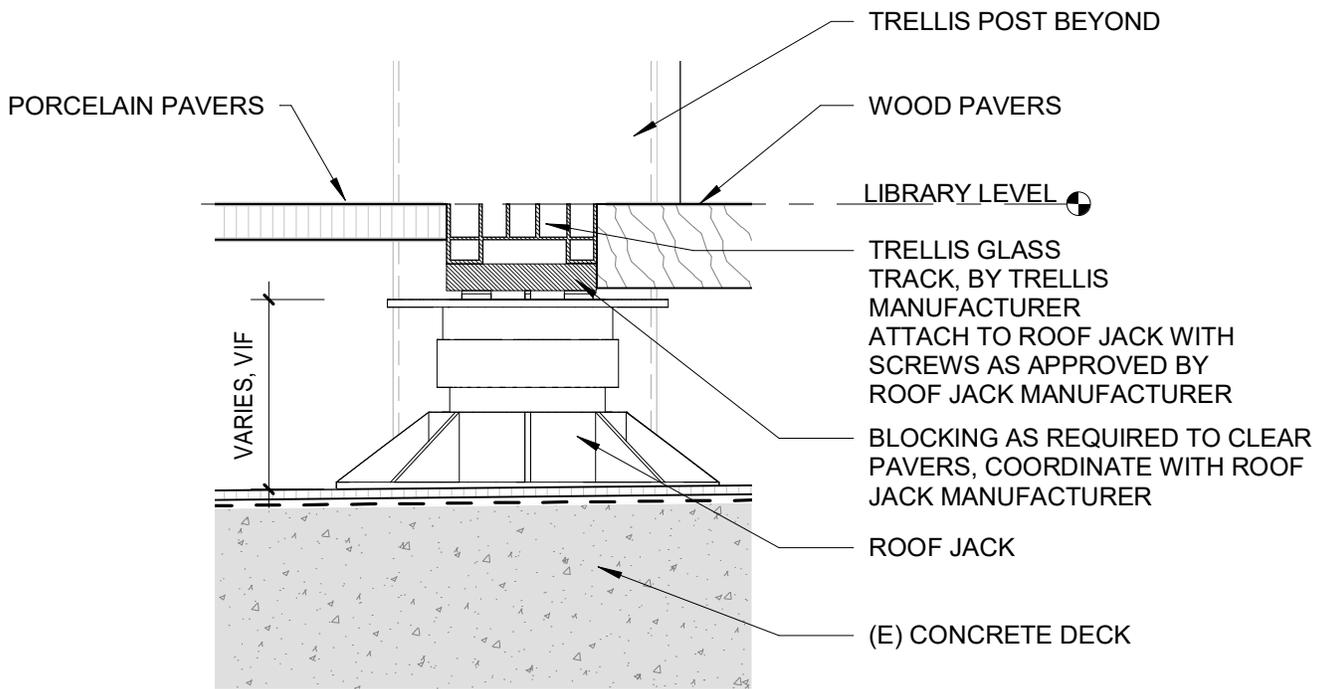
SCALE

TRELLIS TRACK
SUPPORT

ASK 001

1 1/2" = 1'-0"

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GLASS DOOR TRACK SUPPORT

SCALE: 3" = 1'-0"

1



**CHILDREN'S
ACTIVITY
DECK
REMODEL**

Project No.
037-9731

DATE

01/26/22

SHEET TITLE

TRELLIS TRACK
SUPPORT

SHEET NO.

ASK 002

CONSULTANT PROJECT NO.

FBD #18011

SCALE

3" = 1'-0"

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SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section describes the requirements for furnishing and installing joint sealants.

1.02 SUBMITTALS

- A. Product Data: Manufacturer's technical data for each product required, including instructions for joint preparation and sealant application. Include certification by joint sealant manufacturer that sealants, primers, and cleaners comply with local regulations controlling the use of volatile organic compounds (VOC).
- B. Samples: Manufacturer's bead samples of actual products showing full range of colors available, for each product exposed to view.
- C. Test Reports:
1. Certified test results of elastomeric sealants showing compliance with specified requirements. Include results of aged performances including hardness, stain-resistance, adhesion and cohesion under cyclic movement, low temperature flexibility, modulus of elasticity at 100-percent strain, effects of heat and aging, and effects of accelerated weathering.
 2. Preconstruction field test results indicating which products and joint preparation methods demonstrated acceptable adhesion to joint substrates.
- D. Certificates: Manufacturer's certification that joint sealants comply with specified requirements and are suitable for uses indicated.
- E. Warranty.

1.03 QUALITY ASSURANCE

- A. Installer's Qualifications: Completion of at least 3 installations similar in type and size to this Project.
- B. Obtain joint sealant materials from a single manufacturer for each product required unless otherwise approved.
- C. Preconstruction Field Testing: Prior to installation of joint sealants, field-test adhesion to joint substrates.
1. Install joint sealants in 5-foot joint lengths. Allow to cure before testing. Test adhesion by pulling sealant out of joint according to "Method A, Field-Applied Sealant Joint Hand Pull Tab", in Appendix X1 in ASTM C1193. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 2. Perform field tests for each type of elastomeric sealant and joint substrate.
 3. Arrange for tests to take place with joint sealant manufacturer's technical representative present or have representative perform pull test. Obtain written letter with report of results from manufacturer.

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4. Report whether or not sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate.
5. Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrate during testing.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in the unopened, original containers or unopened packages with manufacturer's name, labels, product identification, color, expiration period, curing time and mixing instructions for multi-component materials.
- B. Store materials in the original, unopened containers or packages, and under conditions recommended by manufacturers.

1.05 PROJECT CONDITIONS

- A. Environmental Conditions: Do not install sealants when ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer, or to wet joint substrates.
- B. Joint Width Conditions: Do not install sealants when joint widths are less than permitted by sealant manufacturer.
- C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.06 WARRANTY

- A. Exterior Sealants: Furnish a written warranty against leaks or other defects of materials and workmanship for a period of 10-years from date of Final Acceptance of the entire project by City Council. Defects include but are not limited to changes in the structural, physical or chemical properties of the sealant materials that impair function or require abnormal maintenance, changes in surface finish, color or texture, failure in adhesion, weather resistance or durability, failure to prevent entry of water, or failure to comply with specified requirements.
- B. This warranty shall not cover formation of cracks or defects in substrate materials adjacent to the seal, joint movement in excess of movement rating of sealant, or physical damage caused by others.
- C. Repair or replace defective materials and workmanship during warranty period without expense to Owner, including removal and replacement of other items as required.
- D. This warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Exterior and interior exposed joint sealant colors shall be custom color to match adjacent finish. Where joint sealants adjoin more than one surface color, provide custom colors as selected by Architect.
- B. Provide joint sealers, joint fillers and other materials that are compatible with one another and with joint substrates, as demonstrated by testing and field experience.

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2.02 ELASTOMERIC JOINT SEALANTS

- A. Exterior Building Sealant: One-part silicone complying with ASTM C920, Type S, Grade NS, Class 25, Use NT, M, G, A, and O Dowsil "790" or "795", Tremco "Spectrem 1", GE "SilPruf", Pecora or approved equal. Sealant shall resist ultra-violet, heat, ozone and moisture exposure and shall withstand substrate surface temperatures as high as 250-deg. F. and a surface temperature range of 150-deg. F.
- B. Horizontal Joint Sealant: Two-part pourable urethane; ASTM C920, Type M; Grade P; Class 25; Uses T, M, A and O; Pecora Corp. "NR-200 Urexpam", Sonneborn "MasterSeal CR 100", Tremco, Inc. "THC-900/901" or approved equal. Horizontal joint sealant shall have a minimum Shore A hardness of 30.

2.03 LATEX JOINT SEALANTS

- A. Interior Building Sealant: Acrylic-emulsion; one-part, non-sag, mildew-resistant, complying with ASTM C834, formulated to be paintable; Pecora Corp. "AC-20", Tremco Inc. "Tremco Acrylic Latex 834" or approved equal.

2.04 JOINT SEALANT BACKING

- A. General: Provide sealant backings which are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved by sealant manufacturer.
- B. Plastic Foam Joint-Fillers: Preformed, compressible, resilient, non-waxing, non-extruding, non-outgassing strips of plastic foam, of size, shape and density to control sealant depth. Backer rods shall be 25-percent wider than the joint width.
 - 1. For exterior joints, provide Nomaco, Inc. SOF-ROD or approved equal bi-cellular extruded polyolefin backer rod complying with ASTM C1330, Type B.
 - 2. For interior joints provide open cell polyurethane complying with ASTM C1330, Type A.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer. Provide self-adhesive tape where applicable.

2.05 MISCELLANEOUS MATERIALS

- A. Primer: As recommended by joint sealant manufacturer for adhesion of sealant to joint substrates.
- B. Cleaners for Nonporous Surfaces: Non-staining, chemical cleaner of type acceptable to manufacturer of sealant and sealant backing materials which are not harmful to substrates and adjacent nonporous materials.
- C. Masking Tape: Non-staining, non-absorbent type compatible with joint sealants and to surfaces adjacent to joints.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
 - 1. Remove foreign material from joint substrates which could interfere with adhesion of joint sealant, including dust, paints, oil, grease, waterproofing, water repellents, water, and surface dirt.

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2. Clean porous surfaces, by brushing, grinding, blast cleaning, mechanical abrading, or acid washing to produce a clean, sound substrate. Remove loose particles remaining from cleaning operations by vacuuming or blowing out joints.
 3. Remove laitance and form release agents from concrete.
 4. Clean non-porous surfaces by chemical cleaners or other means which are not harmful to substrates or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended by joint sealant manufacturer. Apply primer to comply with joint sealant manufacturer's recommendations. Confine primers to areas of joint sealant bond, do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces. Remove tape immediately after tooling without disturbing joint seal.

3.02 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturers' printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply. Provide temporary ventilation during installation of interior joint sealants.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C1193 for use of joint sealants as applicable to materials, applications and conditions indicated.
- C. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:
1. Install joint-fillers to provide sealant support for optimum performance cross-sectional shapes and depths.
 - a. Do not leave gaps between ends of joint-fillers.
 - b. Do not stretch, twist, puncture or tear joint-fillers.
 - c. Remove absorbent joint-fillers which have become wet prior to sealant application and replace with dry material.
 2. Install bond breaker tape between sealants and joint-fillers, compression seals or back of joints where required to prevent third-side adhesion of sealant to back of joint.
- D. Installation of Sealants: Install sealants by proven techniques to contact and full wet joint substrates, completely filling recesses provided for each joint configuration and providing uniform, optimum performance cross-sectional shapes and depths.
- E. Tooling of Non-sag Sealants: Tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

3.03 PROTECTION AND CLEANING

- A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage.
- B. Cut out and remove damaged or deteriorated joint sealers and reseal joints with matching new materials.

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- C. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by sealant manufacturer.

END OF SECTION

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SECTION 08 43 36

FOLDING STOREFRONT SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section describes the requirements for furnishing and installing sliding/folding steel and glass door system, including steel frame, threshold, panels, sliding/folding and locking hardware, weather stripping, and glass and glazing.

1.02 SUBMITTALS

- A. Shop Drawings: Indicate dimensioning, general construction, component joining, connections and locations, and hardware locations.
- B. Product Data: Manufacturer's literature including Owner's Manual and test data listing performance criteria.
- C. Samples: Two samples of each required finish on 12-inch long typical door member.
- D. Warranty.

1.03 QUALITY ASSURANCE

- A. Manufacturer: Minimum 10-years' experience providing folding storefront systems of the type required for this Project.
- B. Performance Criteria:
 - 1. Air Infiltration: Maximum air leakage of 0.30-cfm/sq. ft. when tested according to ASTM E283 and NFRC 400 at a static air pressure difference of 1.57-psf and 6.24-psf.
 - 2. Water Penetration under Static Pressure: Provide system with a saddle sill with typical field-installed weep holes and drainage that do not evidence water penetration when tested according to ASTM E331 and ASTM E547 at a static air pressure difference of 5.25-psf for an inswing unit and 6.00-psf for an outswing unit.
 - 3. Structural Test Performance:
 - a. Provide system with optional reinforced posts that when tested according to ASTM E330 at 150-percent of positive and negative design pressures with panel sizes of 3-feet wide and 8-feet high achieved with an inswing unit with raised sill DP rating of +70-psf/100-psf and an outswing unit with a raised sill and inswing/outswing units with saddle sills DP ratings of +/- 70-psf.

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- b. Provide standard system that when tested according to ASTM E330 at 150-percent of positive and negative design pressures with panel sizes of 2'-11" wide and 8'-1" high achieved with an inswing unit with a raised sill DP rating of +55-psf / -90-psf, and outswing unit with a raised sill DP rating of -90-psf / +55-psf and inswing/outswing units with saddle sills DP ratings of +/- 50-psf.
 - 4. Forced Entry Resistance: Provide system that when tested according to ASTM F842 and AAMA 1304 there was no entry.
 - C. Thermal Performance: Units shall comply with U value, simulated in accordance with NFRC 100, shown in manufacturer's latest published data for the glazing specified.
 - D. Installer: Minimum 5-years' experience installing folding storefront systems of the type required for this Project.
- 1.04 PRODUCT DELIVERY, STORAGE AND HANDLING
- A. Deliver doors and accessories in manufacturer's original packaging, identified with manufacturer's name, name and type of product, and finish.
 - B. Store off the ground in an upright position, protected from weather and damage.
 - C. Handle to prevent twisting and other damage.
 - D. Conform to additional requirements of the manufacturer.
- 1.05 WARRANTY
- A. Warrant sliding/stacking storefront system to be free from defects in materials and workmanship for a period of 3-years from date of Final Acceptance of the entire Project by the City Council.
 - B. This warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents.

PART 2 - PRODUCTS

2.01 APPROVED MANUFACTURER

- A. Arcadia 1000 Oasis Series Bi-Fold or approved equal.

2.02 MATERIALS

- A. Frame and Panels: Manufacturer's standard profiles. Provide head track, side jambs and panels with dimensions indicated.
 - 1. Provide panels with one-lite unless otherwise indicated.
 - 2. Provide panels with 10-inch high bottom rail.
- B. Aluminum Extrusions: 6063-T5 alloy with nominal thickness of 0.078-inch, thermally broken with ¾- to 15/16-inch polyamide plastic reinforced with glass fibers.

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- C. Glazing beads shall be extruded aluminum alloy 6063-T5 with a minimum thickness of 0.062-inches.
- D. Weatherstripping shall be extruded vinyl.
- E. Glass: Clear tempered insulating Low E glass as specified in Section 08 80 00. Provide APTK or EPDM gaskets and extruded aluminum snap-in glazing bead for dry glazing per manufacturer's instructions. Glass shall comply with safety glazing requirements of ANSI Z97.1 and CPSC 16CRF 1201.
- F. Locking Hardware and Handles: Provide manufacturer's standard handle and concealed three-point locking hardware operated by 180 degree turn of handle between each pair of bi-folding panels and on swing panels of configurations with a swing panel. ADA and CBC chapter 11B compliant.
 - 1. Handle Finish: As selected by the Architect.
 - 2. Locking rods capped by Polyamide at top and bottom tracks.
 - 3. Provide handle height as indicated or as directed by the Engineer and or Architect.
- G. Sliding/Folding Hardware: Provide sliding and bi-folding hardware with top and bottom tracks.
 - 1. For each pair of bi-folding panels, provide upper guide carriage and four wheeled coated with toughened Polyamide lower running carriage. The running gear to be floor mounted and to lie above the water run-off level. Carrying capacity of lower running carriage to be 440-pounds.
 - 2. Provide stainless steel hinges and stainless steel security hinge pins with set screw.
 - 3. Adjustment: Provide system capable of specified amount of adjustments without removing panels from tracks.
- H. Other Components:
 - 1. Threshold: Provide ADA-compliant thermally broken with polyamide plastic aluminum saddle profile sill; finish as selected by the Architect.
 - 2. Weatherstripping: Provide manufacturer's standard double layer APTK, EPDM, or brush seals at both the inner and outer edge of door panels or on frame for sealing between panels and between panel and frame.
 - 3. Provide tapered pins or machine screws for connecting frame components.
 - 4. Provide curtain wall jamb extensions as indicated and as required to accommodate existing wall thickness.

2.03 FABRICATION

- A. Fabricate doors in accordance with approved shop drawings.

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- B. Miter or cope corners of frame and door sections and solidly welded. Finish exposed and contact surfaces smooth flush with the adjacent surfaces.
- C. Glazing:
 - 1. Type: Clear tempered insulating glass, 7/8-inch thick.
 - 2. Spacer: Dark bronze, to match existing adjacent storefront
 - 3. Stop Type: Factory wet glazed.
 - 4. Muntin: 1-1/4-inch for true divided lite.
- D. Weatherstripping: Apply continuous vinyl weatherstripping to the integral weatherstrip groove in the interior and exterior contact surfaces of the ventilator sections. Apply sill sweep weatherstripping to a retainer to allow for easy replacement.

2.04 ALUMINUM FINISH

- A. Exposed surfaces shall be free of scratches and other blemishes.
- B. Where a color anodized finish is indicated, exposed surfaces shall be finished with a Class I integral or electrolytically-deposited color anodized finish conforming to AA-M12C22A42/A44, color as selected by the Architect from within standard industry colors and color density range.
- C. Where a clear anodized finish is indicated, exposed surfaces shall be finished with a Class I clear anodized finish conforming to AA-M12C22A41.
- D. Where a Kynar finish is indicated, exposed surfaces shall be finished with a full-strength 70-percent "Kynar 500" or "Hylar 5000" coating baked on for 15-minutes at 450-deg. F. to dry film thickness of 1.0-mil over 0.3-mil baked on epoxy primer. Custom color to match color sample furnished by the Architect.
 - 1. Finish shall have been field tested under normal range of weathering conditions for minimum of 20-years without significant peel, blister, flake, chip, crack, or check in finish; without chalking in excess of No. 8 in accordance with ASTM D659; and without fading in excess of 5 NBS units.
- E. Finish color shall match existing adjacent storefront.

PART 3 - EXECUTION

3.01 ERECTION

- A. Verify the structural integrity of the header with the deflection limited to less than L/720 of the span with a maximum deflection of 3/8-inch.
- B. Examine surfaces of openings and verify dimensions; verify rough openings are level, plumb, and square, with no unevenness, bowing, or bumps on floor.

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- C. Installation of units constitutes acceptance of existing conditions.

3.02 INSTALLATION

- A. Install frame in accordance with manufacturer's recommendations and installation instructions.
- B. Installer to provide anchorage devices and to securely and rigidly fit frame in place, absolutely level, straight, plumb and square. Install frame in proper elevation, plane and location, and in proper alignment with other work.
- C. If necessary, provide drain connections from lower track.
- D. Install panels, handles and lock set in accordance with manufacturer's recommendations and installation instructions.
- E. Adjust hardware for proper operation.

END OF SECTION

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SECTION 08 80 00

GLAZING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section describes the requirements for glass and glazing.

1.02 DEFINITIONS

- A. Deterioration of insulating glass is defined as failure of hermetic seal due to other causes than breakage which results in intrusion of dirt or moisture, internal condensation or fogging, deterioration of protected internal glass coating resulting from seal failure, and any other visual evidence of seal failure or performance.
- B. Deterioration of laminated glass is defined as the development of manufacturing defects including edge separation or delamination which materially obstructs vision through glass.

1.03 SYSTEM PERFORMANCE REQUIREMENTS

- A. Provide glass and glazing that has been produced, fabricated and installed to withstand normal thermal movement, wind loading and impact loading (where applicable), without failure attributable to defective manufacture, fabrication or installation, including loss or breakage of glass, failure of sealants or gaskets to remain watertight and airtight, deterioration of glass and glazing materials and other defects in the work.
- B. Normal thermal movement is defined as that resulting from an ambient temperature range of 120-deg. F. and from a consequent temperature range within glass and glass framing members of 180-deg. F.

1.04 SUBMITTALS

- A. Product Data: Manufacturer's technical data for each glazing material and fabricated glass product required, including installation and maintenance instructions.
- B. Samples: 12-inch square samples of each type of glass indicated and specified except for clear single pane units, and 12-inch long samples of each type of sealant or gasket exposed to view.
- C. Qualification data for installer.
- D. Preconstruction adhesion and compatibility test report.
- E. Warranty.

1.05 QUALITY ASSURANCE

- A. Glazing Standards: Comply with recommendations of the following manufacturer and associations except where more stringent requirements are specified:
 - 1. Glass Association of North America (GANA) "Glazing Manual" and "Sealant Manual".
 - 2. Sealed Insulating Glass Manufacturers Association (SIGMA): TM-3000 "Vertical Glazing Guidelines" and TB-3001 "Sloped Glazing Guidelines".

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- B. Safety Glass: Where safety glass is indicated or required, provide products complying with ANSI Z97.1 and testing requirements of 16 CFR Part 1201 for category II materials. Permanently mark glazing with certification label of the SGCC. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Insulating Glass Certification Program: Provide insulating glass units permanently marked with appropriate Insulating Glass Certification Council (IGCC) certification label.
- D. Glazier Qualifications: Engage an experienced glazier who has completed glazing similar in material, design, and extent to that required for this Project, with a record of successful in-service performance.
- E. Source Limitations: Obtain float glass, laminated glass and insulating glass from a single source from a single manufacturer for each glass type. Obtain glazing accessories from a single source from a single manufacturer for each product and installation method.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials during delivery, storage, and handling; comply with manufacturer's directions and as required to prevent edge damage to glass, and damage to glass and glazing materials from effects of moisture, temperature changes, direct exposure to sun and from other causes.

1.07 PROJECT CONDITIONS

- A. Do not proceed with glazing when ambient and substrate temperature conditions are outside the limits permitted by glazing material manufacturer or when glazing channel substrates are wet.
- B. Install glazing sealants at ambient and substrate temperatures above 40-deg. F.

1.08 WARRANTY

- A. Insulating Glass: Furnish written warranty signed by glass manufacturer, agreeing to furnish replacements for those insulating glass units developing manufacturing defects as defined, within 10-years from date of Final Acceptance of the entire Project by the City Council.
- B. Laminated Glass: Furnish written warranty signed by glass manufacturer, agreeing to furnish replacements for those laminated glass units which develop manufacturing defects as defined, within 5-years from date of Final Acceptance of the entire Project by the City Council.
- C. This warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents.

PART 2 - PRODUCTS

2.01 GLASS PRODUCTS

- A. Sizes: Fabricate glass to sizes required for glazing openings indicated, with edge clearances and tolerances complying with recommendations of glass manufacturer. Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as required to comply with Project conditions.
- B. Manufacture heat-treated glass by horizontal (roller hearth) process with roll wave distortion parallel with bottom edge of glass as installed.

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2.02 GLASS TYPES

- A. Clear Tempered Float Glass: ASTM C1048, Condition A, Type I, Class 1, Quality q3, Kind FT; 1/4-inch thick.
- B. Clear Insulating Glass with Low E Coating: Vitro Architectural Glass "Solarban 60" or "Solarban 70" or approved equal insulating glass with Low E coating, tempered where indicated or required by code. Glass shall have a U-factor and SHGC as required by T24. Coordinate glass thickness with folding storefront manufacturer. Confirm glass color matches existing adjacent storefront.
- C. Laminated Glass at Glass Guardrails: As specified in Section 05 73 13.

2.03 ELASTOMERIC GLAZING SEALANTS

- A. General: Comply with recommendations of sealant and glass manufacturers for selection of glazing sealants with performance characteristics suitable for applications indicated and conditions at time of installation.
 - 1. Compatibility: Select sealants with proven compatibility with other materials with which they will come into contact, including glass products, seals of insulating glass units, and glazing channel substrates, under conditions of installation and service, as demonstrated by testing and field experience.
 - 2. Suitability: Comply with recommendations of sealant and glass manufacturers for selection of glazing sealants which have performance characteristics suitable for applications indicated and conditions at time of installation.
 - 3. Colors: Color of exposed sealant as selected by Architect from manufacturer's standards.
- B. Silicone Glazing Sealant: One-part elastomeric silicone sealant complying with ASTM C920, Type S, Grade NS, Class 100/50, Uses NT, G, A and O as applicable; Dowsil "999A", GE "SCS 1200 Construction Sealant", Tremco "Proglaze" or approved equal.

2.04 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tape: Preformed, butyl-based elastomeric tape with a solids content of 100-percent, non-staining and non-migrating in contact with nonporous surfaces, with or without spacer rod as recommended by tape and glass manufacturers for application indicated, packaged in rolls with a release paper backing, complying with AAMA 800.
- B. Expanded Cellular Glazing Tape: Closed-cell, polyvinyl chloride foam tape, factory coated with adhesive on both surfaces, packaged on rolls with release liner protecting adhesive, and complying with AAMA 800 for product 810.5.

2.05 GLAZING GASKETS

- A. Dense Elastomeric Compression Seal Gaskets: Molded or extruded neoprene, EPDM, or silicone gaskets of profile and hardness required to maintain watertight seal; complying with ASTM C864.
- B. Soft Compression Gaskets: Extruded or molded closed cell, integral-skinned neoprene, EPDM, or silicone of profile and hardness required to maintain watertight seal; complying with ASTM C509, Type II, black.

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2.06 MISCELLANEOUS GLAZING MATERIALS

- A. Compatibility: Provide materials with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Type recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Silicone blocks, 80 to 90 Shore A durometer hardness.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by glass manufacturer to maintain glass lites in place.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement.
- F. Plastic Foam Joint Fillers: Preformed, compressible, resilient, non-staining, non-extruding, non-outgassing, strips of closed-cell plastic foam of density, site, and shape to control sealant depth and otherwise contribute to produce optimum sealant performance.

2.07 FABRICATION OF GLASS AND OTHER GLAZING PRODUCTS

- A. Fabricate glass and other glazing products in sizes required to glaze openings indicated, with edge and face clearances, edge and surface conditions, and bite complying with recommendations of product manufacturer and referenced glazing standard as required to comply with system performance requirements.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect work for compliance with manufacturing and installation tolerances, including those for size, squareness, offsets at corners; presence and functioning of weep system on framing having weeps; existence of minimum required face or edge clearances; and for effective sealing of joinery. Do not proceed with work until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean glazing channels and other framing members to receive glass. Remove coatings which are not firmly bonded to substrates. Remove lacquer from metal surfaces where elastomeric sealants are to be used.

3.03 GLAZING, GENERAL

- A. Comply with printed recommendations of glass, sealants, gaskets, and other glazing materials manufacturers.
- B. Coordinate with framing system manufacturers for proper glazing channel dimensions to provide for necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with acceptable tolerances.
- C. Protect glass from edge damage during handling and installation.
 - 1. Use a rolling block in rotating glass units to prevent damage to corners. Use suction cups to shift glass units within openings; do not raise or drift glass with a pry bar. Rotate glass with flares or bevels along one horizontal edge which would occur in vicinity of setting blocks so that these are located at top of opening.

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2. Remove and dispose of glass units with edge damage or other imperfections of a kind that would weaken glass when installed and impair performance and appearance.
- D. Apply primers to joint surfaces where required for sealant adhesion.
- E. Install setting blocks of proper size in sill rabbet, located to comply with referenced glazing standard. Set blocks in thin course of sealant.
- F. Provide spacers inside and out, of size and spacing to preserve required face clearances for glass sizes larger than 50 united inches (length plus height), except where gaskets or glazing tapes with continuous spacer rods are used. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width, except with sealant tape use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking to comply with requirements of referenced glazing standard except where otherwise required by glass unit manufacturer.
- H. Set units of glass in each series with uniformity of pattern, draw, bow and similar characteristics.
- I. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- J. Square cut wedge-shaped gaskets at corners and install gaskets in manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

3.04 TAPE GLAZING

- A. Position tapes on fixed stops so that when compressed by glass their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously but not in one continuous length. Do not stretch tapes to make them fit opening.
- C. Where framing joints are vertical, cover these joints by applying tapes to heads and sills first and then to jambs. Where framing joints are horizontal, cover these joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until just before each lite is installed.
- F. Apply heel bead of elastomeric sealant.
- G. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward center of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.05 GASKET GLAZING (DRY)

- A. Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with stretch allowance during installation.

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- B. Secure compression gaskets in place with joints located at corners to compress gaskets producing a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- C. Install gaskets so they protrude past face of glazing stops.

3.06 SEALANT GLAZING (WET)

- A. Install continuous spacers between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel weep systems until sealants cure. Secure spacers in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass. Install pressurized gaskets to protrude slightly out of channel to eliminate dirt and moisture pockets.

3.07 PROTECTION AND CLEANING

- A. Protect glass from breakage. Do not apply markers to surfaces of glass. Remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances. Remove immediately by methods recommended by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction for build-up of dirt, scum, alkali deposits or staining. Remove as recommended by glass manufacturer.
- D. Remove and replace glass which is broken, chipped, cracked, abraded or damaged during construction, including natural causes, accidents and vandalism.
- E. Wash glass on both faces not more than 4-days prior to date scheduled for inspection for Substantial Completion. Use methods recommended by glass manufacturers.

END OF SECTION

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SECTION 09 91 00

PAINTING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section describes the requirements for painting and finishing of interior and exterior exposed items and surfaces.
1. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatments specified in other Sections.
 2. Work includes painting exposed pipes and ducts, hangers, exposed steel and iron, and primed metal surfaces of mechanical and electrical equipment, and general sheet metal work, except as otherwise indicated or specified.
 3. Work includes painting hardware specified as primed (USP or 600).
 4. Work includes sanding shop-primed surfaces and applying specified primer and finish coats.
 5. Work includes painting patched surfaces.
 6. "Paint" means coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- B. Surfaces Not to Be Painted:
1. Pre-finished items, including but not limited to acoustic materials, casework, and finished mechanical and electrical equipment, including light fixtures, switchgear and distribution cabinets.
 2. Concealed surfaces such as walls or ceilings in concealed areas and inaccessible areas, furred areas, pipe spaces, and duct shafts.
 3. Finished metal surfaces such as anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials, exterior aluminum entrances, storefronts, and windows.
 4. Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sensing devices, motor and fan shafts.
- C. Following categories of work are included under other Sections:
1. Shop priming ferrous metal items including structural steel, metal fabrications, hollow metal work and similar items. The work of this Section includes sanding and applying specified primer on all shop-primed surfaces exposed to view in the completed work.
 2. Shop priming of fabricated components such as architectural woodwork, wood casework and shop-fabricated or factory-built mechanical and electrical equipment or accessories.
- D. Do not paint over code-required labels, equipment identification, performance rating, name, or nomenclature plates.

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1.02 SUBMITTALS

- A. Certification: Furnish certification by the paint manufacturer that products supplied comply with local regulations controlling the use of volatile organic compounds (VOCs).
- B. Samples: Furnish samples of each color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate.
 - 1. Provide stepped samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
 - 2. Furnish samples on the following substrates for review of color and texture only:
 - a. Painted Wood: Two 12-inch square samples of each color and material on hardboard.
 - b. Stained or Natural Wood: Two 4-inch x 8-inch samples of natural and stained wood finish on actual wood samples.
 - c. Painted Steel: Two 12-inch square samples of each color and material on hardboard.
- C. Product Data: Specified paint systems are those of Benjamin Moore, Dunn Edwards, Kelly Moore, Sherwin Williams and Vista. If other paint manufacturers are proposed and accepted by the Engineer and Architect, furnish product comparison charts showing that proposed paint systems are equal to the specified materials in number of coats, type of paint, and sheen.

1.03 QUALITY ASSURANCE

- A. Applicators Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent.
- B. Single Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use thinners approved by paint manufacturer and use within recommended limits.
- C. Coordination of Work: Review other Sections in which prime paints are to be provided to ensure compatibility of coatings system for various substrates. Upon request, furnish information or characteristics of finish materials to be used.
- D. Requirements of Regulatory Agencies: Comply with applicable rules and regulations of governing agencies for air quality control.
 - 1. Comply with current applicable regulations of the local air quality district, California Air Resources Board (CARB) and the Environmental Protection Agency (EPA).
 - 2. Regulatory changes may affect the formulation, availability, or use of specified coatings. Confirm availability of coatings to be used prior to start of painting.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name, batch number, color, and directions.
- B. Store materials in tightly covered containers. Maintain containers in a clean condition, free of foreign materials and residue.

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- C. Keep storage area neat and orderly. Remove oily rags and waste daily. Ensure that workers and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

1.05 JOB CONDITIONS

- A. Apply water-base paints when temperature of surfaces to be painted and surrounding air temperatures are between 50-deg. F. and 90-deg. F., unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45-deg. F. and 90-deg. F., unless otherwise permitted by paint manufacturer's printed instructions.
- C. Do not apply paint in rain, fog or mist, when relative humidity exceeds 85-percent, or when temperature is less than 5-deg. F. above dew point, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.
- D. Provide adequate ventilation during interior painting using as close to 100-percent outside air as possible.

1.06 EXTRA MATERIALS

- A. In addition to materials for completion of the work, furnish 5-gallons of additional materials for each type and color of opaque paint used.
- B. Furnish extra materials from same production lots or color runs used in the work. Furnish in containers factory sealed and labeled. Identify each container with Project name and type of material.
- C. Deliver materials and an inventory list just prior to Completion and store where directed by the Engineer.

PART 2 - PRODUCTS

2.01 APPROVED MANUFACTURERS

- A. Benjamin Moore, Dunn Edwards, Kelly Moore, Sherwin Williams, Vista or approved equal.

2.02 MATERIALS

- A. **Material Compatibility:** Provide block fillers, primers, finish coat materials, and related materials that are compatible with one another and the substrates indicated under conditions of service and application.
- B. **Material Quality:** Provide best quality grade of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable. Each product within any one paint system shall be from the same manufacturer.

2.03 COLORS

- A. Colors shall match existing like-kind surfaces as approved by the Architect or new colors to be selected by Architect

PART 3 - EXECUTION

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3.01 EXAMINATION

- A. Examine substrates and conditions under which painting is to be applied. Surfaces receiving paint shall be thoroughly dry before paint is applied.
1. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify Engineer prior to applying barrier coats.
 2. Clean surfaces before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning.
 3. Start of painting will be construed as the applicator's acceptance of surfaces and conditions within an area.

3.02 PROTECTION

- A. Protection: Protect work of other Sections against damage by painting and finishing work. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to the Engineer and Architect.
1. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
 2. Remove or protect hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted or provide surface-applied protection prior to surface preparation and painting. Following completion of painting, reinstall removed items.
 3. At completion of work of other Sections, touch-up and restore damaged or defaced painted surfaces.

3.03 SURFACE PREPARATION

- A. Concrete and Masonry:
1. Prepare surfaces to be painted by removing surface contaminates.
 - a. Remove efflorescence with stiff bristle brush, wire brushing, wiping, sandblasting or acid washing and rinsing. Allow to dry.
 - b. Remove chalk, dust, dirt, asphalt, tar or excessive mortar by scraping or wire brushing.
 - c. Remove rust, grease or oil by solvent cleaning or sandblasting.
 - d. Treat concrete surfaces which are highly glazed or where traces of form release agents are present with a preparation of one-part concentrated muriatic acid, 4-parts water and one-part detergent or as recommended by parting compound manufacturer. Remove acid with water. Allow to dry.
 - e. Remove stains on concrete resulting from weathering or corroded metals, with a solution of 2-oz. sodium methasilicate in one-gallon water. Wet stained areas with water before application of solution. Allow to dry.
 - f. Chemical Surface Preparation of Concrete Floors:

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- 1) Acid etching, as specified in ASTM D4260 and NACE Standard RP0892.15 may be used to remove laitance and weak concrete and to provide a surface profile on horizontal concrete surfaces.
- 2) The method requires complete removal of all reaction products and pH testing to ensure neutralization of the acid. Acid etching is not recommended for vertical surfaces and areas where curing compounds or sealers have been used.
- 3) Acid etching shall only be used where procedures for handling, containment, and disposal of the hazardous materials are in place.
- 4) Acid etching with hydrochloric acid shall not be used where corrosion of metal in the concrete is likely to occur.
- 5) Blast tracking may be used at Contractor's option.

B. Plaster:

1. Clean surfaces free from grit, loose plaster and surface irregularities.
2. Determine alkalinity and moisture content by performing appropriate tests. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's literature or where pH exceeds 10.

C. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.

1. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dry.
2. Prime, stain, or seal wood to be painted immediately upon delivery. Prime edges, ends, faces, undersides, and backsides of wood, including cabinets, counters, cases, and paneling.
3. When transparent finish is required, back prime with spar varnish.
4. Back-prime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on backside.
5. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately upon delivery.

D. Ferrous Metal: Clean ungalvanized ferrous metal surfaces that have not been shop-coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of The Society for Protective Coatings (SSPC).

1. Blast surfaces clean as recommended by the paint system manufacturer and according to requirements of SSPC specification SSPC-SP 10.
2. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
3. Sand shop-applied prime coats to a smooth surface, ready to receive specified primer and finish coats.

E. Galvanized Metals:

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1. Clean galvanized metal with an appropriate metal prep and passivator remover.
 2. Perform the following test to ensure passivator removal:
 - a. With a 5-percent copper sulfate solution, place a swab or droplets on the prepared area. If the copper sulfate causes the galvanized coating to blacken, passivator has been removed and the surface is ready for paint application.
 - b. If the copper sulfate has no effect on the galvanized coating, continue with metal prep solution, prepared in accordance with SSPC-SP 16 "Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals" or use a scotch pad to abrade it, being careful not to remove the galvanizing.
 3. Document the process and successful passivator removal with photographs.
 4. Prepare weathered galvanized metals that have developed a layer of white rust by wire brushing or scrubbing with a stiff brush or abrasive pad to remove the white rust.
- F. Gypsum Board: Clean surfaces of dust, dirt, grease, oil and other foreign matter and dust clean.
- G. Existing Surfaces to be Repainted: Thoroughly clean and de-gloss surfaces to be repainted by sanding or other means prior to painting. Patched and bare areas shall be shop-primed with same alkyd primer as specified for new work.

3.04 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density and stir as required during application. Do not stir surface film into material. Remove film and strain material before using.
- D. Use thinners approved by paint manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat but provide enough differences in shade of undercoats to distinguish each separate coat.

3.05 APPLICATION

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
 1. Provide finish coats compatible with prime coats.
 2. The number of coats required is the same regardless of the application method. Do not apply following coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where required to produce a smooth even surface.
 3. Apply additional coats when undercoats, stains or other conditions show through final coat, until paint film is of uniform finish, color and appearance. Edges, corners, crevices, welds, and exposed fasteners shall receive a dry film thickness equivalent to that of flat surfaces.
 4. Paint surfaces behind movable equipment and furniture.

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5. Paint surfaces behind permanently-fixed equipment or furniture with prime coat before final installation of equipment.
 6. Paint visible surfaces of ducts where visible through registers or grilles with a flat, non-specular black paint.
 7. Paint back sides of access panels, and removable or hinged covers to match exposed surfaces.
 8. Finish doors on top, bottom and side edges same as faces. Where openings into rooms have different finishes, finish door edges as directed by the Architect and Engineer.
 9. Omit primer on metal surfaces that have been shop-primed and touch-up painted, unless otherwise indicated.
- B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation.
1. Allow adequate time between successive coatings to permit proper drying.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's instructions.
1. Brushes: Use brushes best suited for the material applied.
 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- D. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate.
- E. Mechanical and Electrical Work: Painting mechanical and electrical work is limited to items exposed in mechanical equipment rooms and in occupied spaces. Finish to match adjoining wall or ceiling surfaces.
1. Mechanical items to be painted include, but are not limited to, piping, hangers, and supports; heat exchangers; tanks; ductwork; insulation; supports; motors and mechanical equipment; air grilles and diffusers; and accessory items.
 2. Electrical items to be painted include, but are not limited to, conduit and fittings, panels, and switchgear.
- F. Prime Coats: Before applying finish coats, apply a prime coat. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas to assure a finish coat with no burn-through or other defects.
- G. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness and other surface imperfections will not be acceptable.
- H. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.

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- I. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

3.06 CLEANING

- A. Clean-Up: During progress of work, remove discarded paint materials, rubbish, cans and rags at end of each workday.
- B. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by washing and scraping; do not scratch or damage finished surfaces.

3.07 EXTERIOR PAINT SCHEDULE

	BENJAMIN MOORE	DUNN-EDWARDS	KELLY-MOORE	SHERWIN WILLIAMS	VISTA	MPI CATEGORY
A. Ferrous Metal, 100% Acrylic Semigloss						
First Coat	Acrylic Metal Primer M04	BRPR00 Series Bloc-Rust	5725 DTM Acrylic Primer/Finish	ProCryl B66-310 Acrylic Primer	9600 Protec Metal Primer	107
Second Coat	Aura Exterior Semi-Gloss #632	SSHL50 Spartashield SG	1215 Premium Professional SG	A-100 A8 Semigloss	7000 Acriglo Semi Gloss	11
Third Coat	Aura Exterior Semi-Gloss #632	SSHL50 Spartashield SG	1215 Premium Professional SG	A-100 A8 Semigloss	7000 Acriglo Semi Gloss	11
B. Galvanized and Zinc Alloy Metal, 100% Acrylic Semigloss						
Pretreatment	Etch	ME-01 Krud Kutter Metal Clean & Etch	Krud Kutter Metal Clean & Etch	B71Y1 DTM Wash Primer	Krud Kutter Metal Etch	
First Coat	Fresh Start Acrylic Primer #023	ULGM00 Ultrashield Galvanized Metal Primer	5725 DTM Acrylic Primer/Finish	ProCryl B66-310Primer	4800 Metal Pro Primer	134
Second Coat	Aura Exterior Semi-Gloss #632	SSHL50 Spartashield SG	1215 Premium Professional SG	A-100 A8 Semigloss	7000 Acriglo Semi Gloss	11
Third Coat	Aura Exterior Semi-Gloss #632	SSHL50 Spartashield SG	1215 Premium Professional SG	A-100 A8 Semigloss	7000 Acriglo Semi Gloss	11

3.08 INTERIOR PAINT SCHEDULE

	BENJAMIN MOORE	DUNN-EDWARDS	KELLY-MOORE	SHERWIN WILLIAMS	VISTA	MPI CATEGORY
A. Wood, 100% Acrylic Low Odor/Zero VOC Semigloss						
First Coat	Eco Spec WB Primer N372	UGSL00 Ultra-Grip Select	973 Acry-Plex	ProMar 200 Zero B28-200 Primer	5001 V-Pro Primer	46
Second and Third Coats	Eco Spec Latex Semi-Gloss N376	SZRO50 Spartazero Semi-Gloss	1050 Premium Professional SG	ProMar 200 Zero B31-2600 Semi-Gloss	5400 V-Pro Semi Gloss	---
B. Wood, Clear Satin Urethane Finish						
First Coat	Benwood Quick Dry Sanding Sealer 413	Defthane Polyurethane Gloss	Old Masters Masters Armor Satin	A68V91 Wood Classics WB Polyurethane Varnish GL	Defthane Polyurethane Gloss	---
Second and Third Coats	Benwood Acrylic Polyurethane Low Lustre 423	Defthane Polyurethane Satin	Old Masters Masters Armor Satin	A68 Wood Classics WB Polyurethane Varnish SG	Defthane Polyurethane Satin	128
C. Wood, Stain and Satin Urethane Finish						
First Coat	Lenmar 1 WB Wiping Stain	Old Masters Wiping Stain	Old Masters Wiping Stain	Minwax 250 Oil Stain	Old Masters Wiping Stain	90

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	Second Coat	Benwood Quick Dry Sanding Sealer #413	Old Masters Water-Based Sanding Sealer	2783 Woodcraft Clear Vinyl Sealer	A68V91 Wood Classics WB Polyurethane Varnish GL	Old Masters Water-Based Sanding Sealer	---
	Third and Fourth Coats	Benwood Polyurethane Low Lustre 423	Old Masters Water-Based Polyurethane Satin	Old Masters Masters Armor Satin	A68 Wood Classics WB Polyurethane Varnish SG	Old Masters Water-Based Polyurethane Satin	128
D. Gypsum Board, Acrylic Low Odor/Zero VOC Flat							
	First Coat	Eco Spec Latex Primer Sealer 372	VNSL00 Vinylastic Select	971 Acry-Plex	ProMar 200 Zero B28w2600 Primer	5100 V-Pro Flat	149
	Second and Third Coats	Eco Spec Latex Flat 373	SZRO10 Spartazero Flat	1005 Premium Professional Flat	ProMar 200 Zero B30w2600 Flat	5100 V-Pro Flat	143
E. Gypsum Board, 100% Acrylic Low Odor/Zero VOC Low Sheen/Eggshell							
	First Coat	Eco Spec Latex Primer Sealer 372	VNSL00 Vinylastic Select	971 Acry-Plex	ProMar 200 Zero B28w2600 Primer	5001 V-Pro Primer	149
	Second and Third Coats	Eco Spec Latex Eggshell Finish 374	SZRO30 Spartazero Eggshell	1010 Premium Professional Eggshell	ProMar 200 Zero B28-2651 Eggshell	5300 V-Pro Eggshell	145
F. Gypsum Board, 100% Acrylic Low Odor/Zero VOC Semigloss							
	First Coat	Eco Spec Latex Primer Sealer 372	VNSL00 Vinylastic Select	971 Acry-Plex	ProMar 200 Zero B28w2600 Primer	5001 V-Pro Primer	149
	Second and Third Coats	Eco Spec Latex Semi-Gloss N376	SZRO50 Spartazero Semi-Gloss	1050 Premium Professional SG	HP Acrylic B66w651 Semi-Gloss	5400 V-Pro Semi Gloss	147
G. Ferrous Metal, 100% Acrylic Low Odor/Zero VOC Semigloss							
	First Coat	Super Spec Metal Primer P04	BRPR00 Series Bloc-Rust	5725 DTM Acrylic Primer/Finish	ProCryl B66-310 Acrylic Primer	9600 Protec Metal Primer	107
	Second and Third Coats	Eco Spec Latex Semi-Gloss N376	SZRO50 Spartazero Semi-Gloss	1050 Premium Professional SG	HP Acrylic B66w651 Semi-Gloss	7000 Acriglo Semi Gloss	147
H. Non-Ferrous Metal, 100% Acrylic Low Odor/Zero VOC Semigloss							
	Pretreatment	Etch	ME-01 Krud Kutter Metal Clean & Etch	Krud Kutter Metal Etch	B71Y1 Wash Primer	Krud Kutter Metal Etch	
	First Coat	Super Spec Metal Primer P04	ULGM00 Ultrashield Galvanized Metal Primer	5725 DTM Acrylic Primer/Finish	ProCryl B66-310 Acrylic Primer	4800 Metal Pro Primer	107
	Second and Third Coats	Eco Spec Latex Semi-Gloss N376	SZRO50 Spartazero Semi-Gloss	1050 Premium Professional SG	HP Acrylic B66w651 Semi-Gloss	7000 Acriglo Semi Gloss	147

END OF SECTION

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SECTION 10 73 16

LOUVERED TRELLIS WITH ROTATABLE ALUMINUM BLADES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section includes City furnished aluminium louvered trellis with rotatable aluminium blades, sliding glass panels , and roll-down screen as indicated.
- B. Product has been purchased by Owner. Section is included for reference. Scope includes coordination of delivery, on site storage and installation
- C. Installer shall be certified or licensed by the manufacturer to provide the installation as required by the product manufacturer.
- D. Approved installer: TBS Design Gallery, 3283 De La Cruz Blvd, Santa Clara, CA 95054
650.416.8888, info@tbsdesigngallery.com

1.02 SYSTEM DESCRIPTION

- A. Aluminium terrace covering comprising a horizontal sun protection roof, equipped with a rotatable extruded aluminium blade system, which is supported by vertical columns.

1.03 NOT USED

1.04 SUBMITTALS

- A. Product Shop Drawings: Completed shop drawings are included in Appendix "A" for reference, Indicating dimensions general construction, component joining, connections and locations, and hardware locations.
- B. Field installation Shop Drawings: Indicate field dimensioning, general construction, component joining, connections and locations. Indicate drainage locations.
- C. Product Data: Manufacturer's literature including Owner's Manual available upon request.
- D. Warranty.

1.05 QUALITY ASSURANCE

- A. Manufacturer: Owner's trellis is provided by Renson
- B. Pre-Installation Conference: Just prior to the commencement of the trellis installation, meet at the Project site with the representative of the trellis manufacturer, the installer, Contractor, and Engineer. Review clearances, orientation and coordination including, but not limited to drainage, electrical installation, operation.

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1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Coordinate delivery of product from Owner's vendor
- B. Coordinate delivered materials and accessories in manufacturer's original packaging, identified with manufacturer's name, name and type of product, and finish.
- B. Store off the ground in an upright position, protected from weather and damage.
- C. Handle to prevent twisting and other damage.
- D. Conform to additional requirements of the manufacturer.

1.07 WARRANTY - After Receipt of the Material

- A. Warrant louvered trellis to be free from defects in materials and workmanship as follows:
 - 1. Structural: 5-years from date of Final Acceptance of the entire Project by the City Council.
 - 2. Blade Motor: 2-years from date of Final Acceptance of the entire Project by the City Council.
 - 3. Finish: Color integrity for 10-years from date of Final Acceptance of the entire Project by the City Council.

PART 2 – PRODUCTS – FOR REFERENCE

2.01 APPROVED MANUFACTURER

- A. RENSON Sunprotection-Screens NV "Camargue".

2.02 MATERIALS AND FABRICATION

- A. Frame: Surrounding frame made of extruded aluminium profiles.
 - 1. Height: 260 mm (10-1/4 inch).
 - 2. Depth of Span Frame Profile: 150 mm (5-7/8 inch).
 - 3. Depth of the Pivot Frame Profile: 220 mm (8-5/8 inch).
 - 4. Inclination: 0-degrees.
- B. Blades:
 - 1. Double-walled sun protection blades made of extruded aluminium.
 - 2. Rotatable through 150-degrees.
 - 3. Underside: Flat.
 - 4. Upper Side: Sharply defined edges with water drainage gutter.

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5. Side Edges: Equipped with hidden fixed L-profile to stop water run-back.
6. Design ensures water drainage when the blades are in the closed position and water drains off when the blades are rotated to the open position.
7. Blade Mounting:
 - a. Fitting into the pivot – sides using stainless steel shaft.
 - b. Slight inclination on the blades for water drainage.
- C. Columns: As indicated on the Drawings.
 1. Dimensions: 150 mm x 150 mm (6 inch x 6 inch).
 2. Consists of a central, cross-shaped profile, finished with L-profile that can be implemented according to design.
- D. Mounting Bases: Mounting base as indicated.
- E. Motorization:
 1. Electrical: 24 VDC linear motor with driving profile connected to 230 VAC via transformer.
 2. Location: Invisibly integrated into the pivot profile.
- F. Water Drainage:
 1. Downwards: 50 mm (2 inch) hole provided for drainage in the gutter on the edge of each pivot side. Each hole has a drainage trap that serves as a leaf catcher and a connection for a 50 mm drainpipe. Drainage locations shall be as indicated.
 2. Sideways: Two 50 mm (2 inch) holes on the outside of the lowest pivot profile and one 50 mm hole on the other pivot profile for connection to a drainpipe.
- G. Finish: Architectural textured RAL coating in color as selected by the Architect from manufacturer's complete range of standard colors.
- H. Screws and Fasteners: Stainless steel. Exposed fastener heads shall be finished to match fastened members.
- I. Power Supply and Wiring: Electrical cables integrated and concealed within assembly.
- J. Lighting: manufacturer's integrated LED lighting along the full length of the frames equipped with lighting as indicated or as directed by the Engineer.
- K. Sliding Glass Panels:
 1. Glass Profiles: Powder-coated extruded aluminium.
 2. Control: Manual.
 3. Glass panels supported at bottom by an extruded aluminium rail with corrosion-resistant guide channel. Channel to be supported on roof pendistals.

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- 4. Glass: 10 mm (3/8 inch) thick clear tempered float glass.
- L. Roll-Down Screens:
 - 1. Frame Profile: Frame profile of the structure forms the box for the screen.
 - 2. Side Channels: Extruded aluminium, 3-piece, secured to columns.
 - 3. Screen: Fixscreen material to be selected by the Architect.
- M. Rain Sensor Kit:
 - 1. Capacity: Rain sensor, mounting materials and accessories.
 - 2. Action: Closes the blades automatically when there is rain.

PART 3 - EXECUTION

3.01 ERECTION

- A. Examine surfaces existing supports and verify dimensions and conditions.
- B. Installation of units constitutes acceptance of existing conditions.

3.02 INSTALLATION

- A. Install louvered trellis in accordance with manufacturer's recommendations and installation instructions.
- B. Installer shall be certified or licensed by the manufacturer to provide the installation as required by the product manufacturer.
- C. Approved installer: TBS Design Gallery, 3283 De La Cruz Blvd, Santa Clara, CA 95054
650.416.8888, info@tbsdesigngallery.com
- C. Provide anchorage devices and securely and rigidly fit trellis frame in place, level, straight, plumb and square. Install frame in proper elevation, plane and location, and in proper alignment with other work.
- D. Install accessories in accordance with manufacturer's recommendations and installation instructions.
- E. Adjust louver blades, sliding glass panel hardware, and roll-down screens for proper operation.

END OF SECTION

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SECTION 21 10 00

WATER-BASED FIRE SUPPRESSION SYSTEMS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work includes, but is not necessarily limited to, the design, furnishing and installing of a complete wet pipe Sprinkler system and Combined Standpipe (CSP) piping system, as shown and noted on the Drawings and specified herein. At completion of work, all systems shall be operational, tested and functioning in conformity with applicable codes and authorities having jurisdiction. In general, work shall include but not be limited to:
1. The fire water main including reduced pressure double check – detector check valve assembly, including piping and final connections to the fire water main point of connection. (Existing system, work includes verification and confirmation of suitability for modifications as shown and noted on the Drawings).
 2. Fire Department inlet connections for Combined Standpipe system. (Existing system, work includes verification and confirmation of suitability for modifications as shown and noted on the Drawings).
 3. A complete hydraulic calculation of automatic wet pipe sprinkler system and hose valve Standpipe system for the entire building or area of work as required by the Fire Marshal, in accordance with 2019 NFPA 13, 2019 NFPA 14 and 2019 California Fire Code.
 4. Submit with sprinkler shop drawings; support details and structural calculation of seismic bracing and pipe restraint system for the sprinkler piping per NFPA 13 by a California C16 Contractor.
 5. All electrical signaling and alarm devices installed on the piping system shall be furnished under this Section and connected to the existing fire alarm system.
 6. Piping support and seismic bracing per NFPA 13 and 14.
 7. Fireproof sealing of all fire barrier penetrations per U.L. Building Materials Directory.
 8. Coordinate routing of sprinkler piping with the other trades for the project.
 9. Identification of valves and labeling of piping.
 10. Flushing and testing in accordance with NFPA 13 and 14.
 11. Repair of all damages done to premises as a result of this installation and removal of all debris left by those engaged in this installation.
 12. Repair leaks in piping and/or replace associated devices that are damaged during pressure testing work.

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- B. Coordinate with Division 26 for all electrical power and fire alarm signal connection requirements.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Division 01 – General Requirements
- B. Division 07 – Through Penetration Firestop Systems
- C. Division 09 – Painting
- D. Section 26 00 00 –Electrical.

1.03 CODES AND STANDARDS

- A. This installation shall conform to the latest edition (including all appendices) at the time of bid or each of the following:
 - 1. 2019 Edition NFPA 13, Installation of Sprinkler Systems.
 - 2. 2019 Edition NFPA 14, Standpipe Systems.
 - 3. 2019 NFPA 72 National Fire Alarm Code.
 - 4. 2019 Edition California Building Code.
 - 5. 2019 Edition California Fire Code.
 - 6. Latest Edition of the Underwriters Laboratories Fire Protection Equipment Directory.
 - 7. Factory Mutual Global Approval Guide.
 - 8. ANSI – American National Standards Institute.
 - 9. ASTM – American Society for Testing and Materials.
 - 10. ASME – American Society of Mechanical Engineers.
 - 11. AWWA – American Water Works Association.
 - 12. Contra Costa County Fire Protection District Fire Marshal Office.

1.04 GENERAL REQUIREMENTS

- A. Fire Protection general piping installation requirements shall be as follows.
- B. Fire protection mains and risers are shown diagrammatically on the drawings. Route all piping in strict coordination within ceiling and wall spaces, and with architectural features. All applicable and pertinent details shall be strictly followed and complied with.

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- C. Sprinklers shall be recessed, concealed and gasketed, and have an integral cover plate.
- D. Sprinkler spacing shall be as required by NFPA 13, and as follows: Sprinklers shall be symmetrically placed, centered in ceiling tiles or ceiling or trellis bays and equidistant between lights, diffusers, and other elements. Sprinklers shall be spaced closer than the maximum spacing allowed so that symmetry and even spacing are achieved. Sprinklers locations where shown on reflected ceiling plans are for architectural aesthetic purposes. Submit exact locations on shop drawings. Type, size, arrangement, and configuration shall be subject to review and acceptance by the County Fire Marshal.
- E. Provide temporary fire service in accordance with California Building Code, Section 904.6.
- F. All work in this Section shall comply with NFPA 13, NFPA 14, California Building and California Fire codes requirements, and local ordinances.
- G. Secure and pay all fees for permits and inspections for this Section's work.
- H. Submit for review and approval, shop drawings, (copies as required by Division One), showing the complete piping and sprinklers layout for all areas of the Project. Provide full sprinkler coverage per NFPA 13 and Title 24 requirements. Include complete computer hydraulic calculations for sprinklered areas and for hose valve standpipe system. These drawings shall indicate accurate locations of floor control valve assembly, piping, sprinklers, drain locations, inspectors test connections, bracing, end of line restraints and other apparatus associated with these systems in respect to architectural conditions, structural conditions, lighting layouts (surface mounted or recessed), and electrical layouts.
- I. It is extremely important that piping and sprinklers be designed and arranged, and coordinated with the work of the other trades, as space is very limited. Shop drawings and hydraulic calculations shall be submitted to the Engineer prior to the submission to the Contra Costa County Fire Protection District's Fire Marshal. It shall be the Contractor's responsibility to coordinate any changes with the Engineer regarding the County Fire Marshal's submittal and County Fire Marshal's review comments.
- J. Fire protection systems, shop drawings and calculations shall be prepared, stamped and signed by a State of California registered Fire Protection Engineer or Fire Protection design-build Contractor before submission for approval. No materials ordering, fabrication or installation shall begin prior to obtaining said approvals.
- K. Drawings shall be to the same scale; same sheet size, and shall bear a title block, all in accordance with the Contract Drawings. Architectural backgrounds shall be in accordance with the latest Architectural Drawings. If, upon preliminary submittals of drawings, there are corrections to be made, such as sprinkler locations, pipe locations, drain locations, etc. corrections shall be made and the corrected drawings, along with revised calculations, shall be resubmitted for approval without extra cost. The drawings shall be corrected, and approval of calculations and drawings, as specified hereinbefore, shall be obtained before starting work. The decision of the Engineer shall be final on all items. These drawings and calculations, upon final approval, and including all record drawings and calculation changes at completion of the job, shall become a part of the Contract Documents. Significant changes and/or revisions during installation shall result in submission of As-Built drawings to the City and Fire District for review, prior to final field inspection of system by the Contra Costa County Fire Marshal.

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- L. Submit with sprinkler shop drawings: Support details and structural calculation of seismic bracing and pipe restraint system for sprinkler piping and equipment, stamped and signed by a structural engineer registered in the State of California.
- M. Furnish and install all carpentry, metal fabrication, size and location of concrete work required for equipment bases, piping, equipment supports and provide all rigging, hoisting, transportation, and associated work necessary for placement of all equipment in the final location shown.

1.05 QUALITY ASSURANCE

- A. Contractors Qualifications: The work shall be designed and performed by a California licensed contractor with a valid State of California C-16 license in the installation, testing and maintenance of automatic fire sprinkler system and the same company shall have been in the business of installing fire sprinkler system for a minimum of 5 years. Fire protection systems, shop drawings and calculations shall be prepared, stamped and signed by a State of California registered Fire Protection Engineer.
- B. Welding Materials and Procedures: Conform to and comply with ASME BPVC Section IX, 29 CFR 1910.1027, and applicable State labor regulations.
- C. Provide Welder Certificate in accordance with AWS D1.1 for all personnel that will be performing welding work for this installation.

1.06 SUBMITTALS

- A. Submit product data, shop drawings, and samples in accordance with Division 1 and Division 2, and as follows:
- B. Shop Drawings and Working Plans.
 - 1. Shop drawings, and working plans in accordance with the requirements found in NFPA 13 and NFPA 14 shall be submitted to the Engineer for review before submitting to the County Fire Marshal.
 - 2. After review by the Engineer the contractor shall revise the working drawings and calculations if appropriate, prior to submitting the working drawings to the County Fire Marshal's Office for review.
 - 3. The contractor shall revise the working drawings and calculations if appropriate, addressing each comment of the Fire Marshal prior to resubmitting the working drawings to the Contra Costa County Fire Protection District Office for approval and permit.
- C. Calculations.
 - 1. Calculations shall be done on standard 8-1/2 inch by 11inch sheets, all in accordance with NFPA 13 and 14, and shall indicate pipe numbers; beginning and end node points; all referenced on the shop drawings, include hose stream demand requirements, and system demand curves. Calculations shall be bound and indexed in a loose-leaf binder same as for operating and maintenance instructions. Calculations shall start at the point of the connection of the respective building fire service to on-site water main. Contrac-

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tor shall verify in the field the exact fire flow and pressure conditions before starting work.

2. The sprinkler piping systems shall be sized based on hydraulically calculated flow densities (gpm) over the most remote area of operation (hydraulic rectangular area, sq ft), and sprinklers spacing, as follows:
 - 1) Ordinary Hazard, Group 1 occupancy for laboratory "B" occupancy and light hazard for office areas.
 - 2) The max distance between sprinklers shall not exceed 15 feet.
 - 3) The reduction of the remote area of application with the use of Quick Response Heads is not permitted.
3. The Fire Sprinkler Designer is responsible for obtaining water supply test data from the EBMUD and or County Fire Department for use in system design. Preferred hydrant locations are with the non-flowing hydrant upstream of the building lateral and the flowing hydrant downstream. Flows should be at least what are required for design. This may require one or both hydrant outlets and more than one hydrant be opened. Preferred test time is during high water use periods. If flow and pressure are not adequate, provide electric motor driven fire pump and jockey pump for proper fire protection water supplies.
4. Seismic Restraints:
 - 1) The NFPA-13 , 6-4.5.6 Seismic sway bracing calculations horizontal force factor shall comply with all applicable codes;
 - 2) Importance Factor for Seismic Loading (I_p) = 1.5 for Life Safety Systems.

D. Product Data:

1. Piping and fittings.
2. Valves.
3. Sprinklers and accessories.
4. Sprinkler cabinet.
5. Pressure gauges.
6. Supervisory and flow switches.
7. Test and drainage fittings.
8. Electric alarm bell.
9. Signage labels.
10. Hose valves.

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- E. Drawings of Record:
1. See Division One for General record drawing requirements.
 2. Updating Drawings: Provide and keep a complete record set of up-to-date, approved shop drawings, corrected daily to show every change from the approved shop drawings. Keep this set of prints on the job site and use only as a record set.
 3. Final Record Set: Upon completion of the work, the record drawings shall be submitted for review by the Engineer, and/or County Fire Marshal. After review, the record set shall be used to produce a set of vellum drawings of the completed installations. The record set and the original vellums shall be turned over to the City.

1.07 MANUFACTURER'S CERTIFICATES OF COMPLIANCE

- A. When requested by the Engineer, and / or Authority having jurisdiction, Contractor shall submit manufacturers' Certificates of Compliance for any materials furnished.

1.08 SITE INSPECTION

- A. Before submitting proposals for this work, each bidder will be responsible to have examined the premises and understands the conditions under which he/she will be obligated to operate in performing his/her part of the Contract.
- B. Grooved coupling manufacturer's factory representative shall provide on-site training for Contractor in proper use of grooving tools, application, and installation of grooved piping products. Factory trained representative shall periodically inspect and make recommendations and comments on the installation.

1.09 LOCATIONS AND ACCESSIBILITY

- A. The sprinkler contractor shall fully inform himself/herself regarding any and all peculiarities and limitations of the spaces available for this installation. Head locations in exposed areas shall be coordinated with the Architect during design to show desired portion for aesthetic reasons and convenience for installation access.
- B. Route fire protection piping in designated ceiling spaces, wall spaces, and coordinated with Architectural features of the building. Unless otherwise noted, there shall be no exposed fire protection piping.

1.10 COOPERATION

- A. The sprinkler contractor's work shall be coordinated with the work of the other trades toward the general purpose of having the construction progress as rapidly and as smoothly as possible with a minimum of interference between one trade and another.
- B. The sprinkler contractor shall coordinate with the Engineer, in writing, a minimum of 3 days in advance for shut-downs of existing fire sprinkler system to make final connections. Notify the local Fire department for temporary fire service.

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1.11 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of these Specifications.
- B. Use all means necessary to protect fire protection materials before, during, and after installation and to protect the installed Work and materials of all other trades.
- C. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the City.
- D. Equipment Furnished by the Contractor: Specific provisions for delivery and storage locations, as well as handling, protection, and security measures shall be included in the Contract Documents.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. General:
 - 1. All material and equipment shall be the latest design of the manufacturer and shall be listed by:
 - a. California State Fire Marshal,
 - b. Underwriters Laboratories (UL) latest list of Inspected Fire Protection Equipment and Materials
 - c. Factory Mutual Laboratories latest list of Approved Equipment, Fire Protection Devices, and Devices Involving Fire Hazard
 - 2. Materials and equipment furnished by the Contractor shall be new, first grade products of current manufacturer. All materials and equipment shall be approved and/or listed for use in automatic sprinkler systems for the intended use. Where two or more pieces of equipment performing the same function are required, they shall be the product of one manufacturer.
- B. Piping, Fittings and Specialties:
 - 1. Black steel pipe welded and seamless, Type F, Grade A, ASTM A53; black welded and seamless steel pipe for fire protection use, Type F, ASTM A795; electric resistance welded steel pipe, Grade A, ASTM A135.
 - 2. Interior piping 2" and smaller: ASTM A53, A135, Schedule 40 steel piping with threaded fittings. As an option, Allied Dyna-thread schedule 30 pipes can be used.
 - 3. Interior piping 2-1/2" and larger: ASTM A53, A135, Schedule 10 black steel piping with roll grooved ends and ductile iron groove couplings and fittings, in accordance with NFPA 13 (2019), Tables 6.3.1.1 and 6.4.1.

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4. Underground to 5 Ft from Building: ANSI A21.51 ductile iron piping conforming with AWWA C-151, class 52 and cement-mortar lined, conforming to AWWA C104. Ductile Iron Fittings: ANSI A21.10 ductile iron, cement lined fitting conforming with AWWA C110, and Mechanical joints conforming with AWWA C111.
5. Exterior piping exposed to the atmosphere: Use ASTM A795 galvanized steel piping for Dry Standpipe and exterior locations.
6. Fittings used in sprinkler systems shall be ASME B16.4 cast iron, ASME B16.3 malleable iron, and steel fitting conforming to ASME B16.9 listed in NFPA 13 Table 3-5.1, or in accordance with NFPA 13 Section 3-6.2. When water pressures exceed 175 PSI, extra-heavy pattern fittings shall be used.
7. (Not used.)
8. Welded tee fitting: Merit, or approved equal, Shop-welded thread-o-lets may be used in lieu of tee fittings, but field (site) welding will not be permitted.
9. Pipe joints shall be threaded; flanged or grooved utilizing standard or light-weight grooved flexible and rigid-type ductile iron couplings installed in accordance with their individual listings. Groove in Schedule 40 steel piping shall be cut grooved.
10. Threaded joints shall be made up with approved Teflon tape or pipe thread compound. Flanged joints shall be made up with suitable gaskets and machine bolts with nuts having dimensions and conforming to American Standard B18.2-1955. All pipe thread tapes or compounds, and all gasket materials shall be 100% free from ACM's (asbestos containing materials).
11. Pipe Thread Sealant: Brush-on pipe thread sealant with Teflon or Grinnell Tuff-Loc.
12. Flexible and rigid-type grooved couplings: shall be UL listed, FM Global approved, and manufacturer approved for use in sprinkler and standpipe installations. Reducing type couplings are not acceptable; use concentric reducing fitting. Strap-on type saddle tees, strapless tees and C hooker type tees are not acceptable; use mechanical tees.
13. Flexible couplings shall be installed in accordance with NFPA 13. Victaulic, Anvil (Grinnell), or approved equal.
 - a. Rigid Type: Coupling housing cast with offsetting, angle pattern bolt pads.
 - b. Flexible Type: Use in accordance with NFPA 13, and where vibration attenuation and stress relief are required.
14. Flexible Connections: FlexHead, no known equal, UL Listed, FM Global approved, 175 – 300 PSI rated, complies with NFPA 13, manufactured industrial grade, stainless steel flexible hose assembly and bracketing system for connecting sprinkler branch piping with sprinkler head using no O-ring construction, and complete with mounting bracket and a one-piece leak tested sprinkler drop. Flexible hose length range 2 Ft to 6 Ft; verify exact length hose length required.

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15. Seismic Expansion Joint: Metraflex Fireloop, +/-24" movement, no known equal, UL Listed, FM Global approved, two flexible sections of hose and braid, two 90 degree elbows, and 180 degree return. Loops shall include a factory supplied, center support nut located at the bottom of the 180 degree return, and a drain/air release plug. Materials of construction and end fitting type shall be consistent with pipe material and equipment/pipe connection fittings.

C. Unions:

1. Steel piping 1-1/2" and smaller: Malleable iron, ground joint, 150 PSIG.
2. Steel piping 2" and larger: Raised face flanges 150 PSIG.

D. Valves:

1. Ball Valves: Nibco, Jenkins, Crane, or approved equal, bronze body with chrome plated ball, and lever handle, 175 PSI rated.
2. Butterfly Valves: Victaulic Series 705W, Nibco GD-4765-8N, or approved equal, UL listed and FM Global approved, ductile iron body with grooved ends, encapsulated ductile iron disc with integral cast stem, 416 stainless steel bearings, gear operated slow closing with flag indicator, and two internal SPDT supervisory switches, 300 PSI rated.
3. Check Valves: Nibco KT-403-W, Jenkins, Crane, or approved equal, UL listed and FM Global approved, swing bronze disc with Buna-N seat for sizes up to 2", and Nibco F-908-W iron body with bronze trim for sizes 2-1/2" and larger, 175 PSI rated.
4. Check Valves: Nibco G-917-W, Victaulic Series 717, or approved equal, grooved end, iron body, bronze seat, stainless steel clapper with a replaceable Grade E EPDM rubber clapper facing (a rubber seal integral with the seat is not acceptable), and 250 PSI rated. Check valves for underground installation shall be flanged.
5. Outside Screw and Yoke (OS&Y) Valves: Stockham G-634, Nibco F-607-OTS, Jenkins, or approved equal, UL listed, FM Global approved, OS&Y gate valve cast iron body with flanged ends, bronze wedge, 175 PSI rated.
6. Drain Valves: United, or equal bronze body straight pattern globe valve, angle pattern globe valve, bronze disc holder with EPDM seat, bronze trim, wheel handle, 175 PSI rated.
7. Hose gate valve: Potter-Roemer, Elkhart, or approved equal, cast brass angle pattern and straight pattern valve with male outlet, complete with brass cap and chain, wheel handle, 300 PSI rated.
 - a. Fig 4065, 2-1/2" size, UL listed, cast brass, angle pattern, complete with 2-1/2" outlet, and cap and chain.
 - b. Fig 4215, 2-1/2" size, U.L. listed, cast brass, straight pattern, complete with 2-1/2" outlet, and cap and chain.
8. Hose gate valve: Potter-Roemer or approved equal, 300 PSI rated angle pattern hose gate valve with 2-1/2" hose thread in stainless steel cabinet:

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- a. Potter-Roemer Fig 1810, 8 inches deep x 18 inches x 18 inches, recessed type, stainless steel, with stainless steel trim and full glass door, and 2-1/2" size angle hose valve. Furnish and install decal, "FIRE DEPT. HOSE VALVE".

E. Sprinklers:

1. Sprinkler heads shall be upright, pendent, recessed pendent, concealed pendent or sidewall as appropriate for the ceiling location. Shall be UL listed, and/or FM Global approved. Victaulic Series V27, Central TY-B series, Reliable model F1 series, Star, Viking, or approved equal.
2. Where maximum ceiling temperatures exceed those outlined in Tables 8.3.2.5(a) and 8.3.2.5(b) of NFPA 13, sprinklers of temperature ratings appropriate for the particular conditions shall be used.
3. Sprinkler body shall be die cast brass, with hex-shaped wrench boss cast into the body to facilitate and reduce the risk of damage during installation.
4. Sprinkler escutcheons shall be white in color (or other color at Architect's option), and they shall be listed and approved for use with sprinkler heads.
5. Where horizontal ceiling obstructions to spray patterns occur, pendent sprinklers shall utilize two-piece escutcheons. Escutcheons having an overall depth of 1-1/2 inch shall not be used except where it is necessary to install a sprinkler farther below the ceiling than is customary due to deep horizontal obstructions.
6. Fully recessed concealed, quick response pendent sprinkler, Victaulic Series V38, Central RF II, Reliable model G4, or approved equal, UL listed, and/or FM Global approved, head with white painted cover.
7. Semi-recessed quick response pendent, and sidewall sprinkler heads, white finish with white escutcheons, Victaulic, Central, Reliable, or approved equal.
8. (Not used.)
9. All sprinklers shall be in accordance with NFPA 13 Section 8.3.1. Sprinklers shall have 1/2 inch orifice.
10. All pendent sprinklers supplied by concealed piping shall be factory chrome plate finish, unless otherwise noted.
11. Sprinkler guard for all sprinkler heads located within seven feet (7') of the floor. Victaulic, Central, Viking, Reliable, or approved equal, steel wire welded to steel plates.
12. Waxed coated upright and pendent sprinkler heads for inside fume hood and fume hood exhaust duct installations.
13. Flexible sprinkler head hose connectors shall be flexhead or approved equal. The installation shall complete with mounting bracket, stainless steel flexible hose and pipe connections.

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- F. Fire department connections:
1. Potter-Roemer, Elkhart, Powhattan or approved equal, two-way roof outlet with angle body, 4" x 2-1/2" x 2-1/2", with 300 PSI rated rough brass OS and Y gate valve and red handle, and brass cap and chain.
 2. Fire department connection equipment shall comply with Contra Costa County Fire Protection District requirements.
- G. Test and drainage fitting:
1. UL Listed, FM Global approved, California State Fire Marshal approved, combination main drain and inspector's test valve assembly, AGF "Test an Drain", Tyco "GEM model F350", or approved equal, suitable for equivalent flow of a 1/2" orifice Inspector's test orifices shall be sized the same as the smallest sprinkler orifice used on the system sprinkler, 175 PSI rated.
- H. Underground flexible expansion joints:
1. Approved, ductile iron flexible expansion joint consisting of two balls and telescoping barrel, capable of deflecting and expanding at the same time, and all nuts and bolts are Type 304 stainless steel, suitable for use on ductile iron, PVC, or steel piping, and complete with ANSI/AWWA C110/A21.11 Class 150 flanged connections, 350psi pressure tested. Each ball shall have pressure containing seals and deflect minimum 12" vertically for 4" – 10" sizes.
 2. EBBA Iron Inc "Flexextend", Star Pipe Products "Star -Flex" or approved equal.
- I. Pressure gauges:
1. Potter-Roemer Fig 6240, UL listed and FM global approved, 3-1/2" diameter, bourdon type pressure gauge, 0 – 300 PSI range, 1/2" soft metal seat globe valve with arrangements for draining pipe between gauge and valve, located near each main or floor control valve assembly, top of standpipe risers, and test drain locations.
- J. Signs:
1. Provide at all control, drain and test valves with signs identifying the type of valve and the area (floor or portion of the building) affected by the valve. Signs shall be three-layer etched plastic with red letters on white background. Letters are to be minimum 1 inch high. Submit the working for approval, for example "CONTROL VALVE SECOND FLOOR." The signs are to be hung by a chain from the valve. For all hydraulically calculated systems, provide hydraulic nameplate in accordance with NFPA 13.
 2. Provide a copy of all hydraulic nameplates for facility operation in a bound binder after training.
- K. Hanger and Supports:

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1. Support from steel beam above: Anvil (Grinnell), Tolco, or approved equal, UL and/or FM Global approved, C type beam clamp with retaining strap for beam flange mounting.
 2. Support from concrete deck above: Hilti model Kwik-Bolt 3, ITW model Redhead, or approved equal, wedge type expansion concrete anchors.
 3. Piping supported tight to wall, floor, or ceiling: 1-5/8 inch square 12 gauge galvanized channel complete with pipe clamp, all nuts and bolts, and end caps. Bolt channel to wall, floor, or ceiling. Depth of embedment for anchor bolts shall comply with CBC, and NFPA 13 and 14.
 4. Hangers: Anvil (Grinnell), Tolco, or approved equal, UL and/or FM Global approved, ring hanger, or J-hanger, galvanized finish.
 5. Rods shall be sized in accordance with manufacturer's requirements, and NFPA 13 and 14.
 6. Seismic bracing: Anvil (Grinnell), Tolco, or approved equal, UL and/or FM Global approved, brackets, all in accordance with NFPA #13, and California Building Code requirements. Seismic bracing members shall be mounted to building structure only.
 7. Supports between structural members: Galvanized channel spanning two adjacent beams, trusses, and ring clamp.
 8. Support at end of branch piping: Extend full size last section to beam, or truss and support with hanger. Last hanger of branch shall be provided with end of the line restraint hanger assembly.
- L. Miscellaneous steel, bolts, nuts, and washers:
1. Miscellaneous steel angles, channels, brackets, rods, clamps, etc., shall be of materials conforming to ASTM A36. All steel parts exposed to weather or where noted shall be hot dipped galvanized after fabrication. All bolts and nuts, except as otherwise specified, shall conform to ASTM. Bolts shall have heavy hexagon heads, and nuts shall be of the hexagon heavy series. All bolts, washers, nuts, anchor bolts, screws, and other hardware, unless otherwise specified, shall be galvanized, and all galvanized nuts shall have a free running fit.
- M. Escutcheons: Chromium-plated, split ring type, brass floor and ceiling plates with brass set screw.
- N. Fire alarm equipment:
1. Tamper Switches: Potter Electric OSYSU-1, -2, UL Listed, FM Global approved, for outside screw and yoke valves, tamperproof NEMA 4 die cast enclosure with two sets of SPDT switches and wire leads, 120V – single phase.
 2. Butterfly valves shall be provided with internal tamper switch with wire leads, similar as for Tamper Switches above, except use Potter PIVSU-A.

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3. Flow Switches: Potter Electric VSR-F, UL Listed, FM Global approved, in the stream paddle type, 10 GPM flow to activate, tamperproof NEMA 4 enclosure complete with two sets of SPDT switches, 120V – single phase.
4. Electric weatherproof horn: Potter Electric, 8-inch diameter red powder coated gong, with weatherproof box, 120V – single phase.
5. Equipment in this Section shall be provided, installed, and adjusted by this Work. Contractor shall coordinate all supervisory devices with Electrical work. Conduits, wiring, and terminations shall be furnished and installed by Electrical works.

O. Sleeves:

1. Provide 24 gauge galvanized sheet metal with lock seam joints or ½" inch overlap sleeves in floors, partitions, ceilings and in construction without waterproof membranes. Provide Schedule 40 galvanized steel pipe sleeves in exterior walls, and wall penetrations below grade. Provide Schedule 40 sleeve for penetrations through roof, and provide with flashing collar.
2. Provide flexibility for piping through masonry walls with flexible couplings installed within 12 inches on each side of wall, in accordance with NFPA 13, Section 9.3.4.5.
3. Provide sleeves for all floor penetrations and terminate sleeves flush with the finish floor.

P. Sprinkler cabinet:

1. Central, Star, Viking, Reliable, or approved equal, UL listed, and/or FM approved, sprinkler cabinet with minimum 2 spare samples of each type of sprinkler head installed in the Project and appropriate wrenches, in accordance with NFPA 13.
2. Locate sprinkler cabinet near sprinkler riser, or as directed by the Engineer and Architect.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Contractor's Shop Drawings:

1. Before installation begins, drawings and calculations for the installation of sprinklers shall be reviewed and accepted by the authorities having jurisdiction, the local Fire Marshal. The Contractor shall complete the installation in accordance with the project requirements and the requirements of NFPA 13 and 14.
2. Contractor shall determine actual project dimensions in the field and make such length and offset adjustments as may be necessary to complete the installation at no extra charge to the City. Any changes in the design of the system shall be noted as such on the As Built Drawings of Record.

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3. Sprinklers: Locate sprinkler in locations as indicated on reflected ceiling plan maintaining minimum clearances from obstructions, ceilings and walls. Install sprinklers level in locations not subject to spray pattern interference. Provide fire sprinklers below wide ductwork, soffits, etc.

B. General:

1. All fire detection and electrical equipment shall be installed in accordance with the requirements of NFPA 72.
2. Fire Water supplies for the sprinkler systems shall be taken from the existing distribution system as required by the authority having jurisdiction.
3. The Contractor shall be responsible for any and all openings required for sprinkler piping installation.
4. Cutting of structural members for passing sprinkler piping or pipe hanger fastenings will not be permitted except with approval of the Architect and Engineer.
5. Sprinkler supply drops down from overhead branch or main shall be made with rigid steel piping and malleable iron threaded fitting in accordance with NFPA 13 requirements. Sprinklers shall be attached to rigid piping drops, except use flexible connection assembly for connecting sprinkler heads in fume hoods and fume hood exhaust ductwork. Adjustable nipples are not permitted in Vivarium rooms and adjoining areas.
6. Where piping passes through walls, there shall be a minimum annular space around the pipe, in accordance with NFPA 13 requirements. Annular space between the piping and the adjacent construction shall be sealed watertight using an approved/listed system. Apply sealant in accordance with manufacturer's instructions and the product listing.
7. All piping shall be reamed to full bore of piping to remove all burrs, and pipe sections shall be cleaned inside to remove all chips and foreign materials prior to making joints.
8. All grooved couplings, fittings, valves, and specialties shall be of one manufacturer. Grooving tools shall be of the same manufacturer as the grooved components. Gaskets shall be molded and produced by the grooved coupling manufacturer. Grooved ends shall be clean and free from indentations, projections, and roll marks in the area from pipe end to groove.
9. Hangers, flexible connections and seismic bracing shall be installed in accordance with the requirements of NFPA 13, including the appendices.
10. Split wall plates or escutcheons shall be installed where exposed piping passes through a finished floor, wall or ceiling. They shall fit snugly around piping, and shall cover the entire annular space around the piping. The finish of escutcheons or wall plates shall match the color of adjacent walls, ceiling or floors. At all fire rated floors, walls or ceilings, suitable means shall be provided at each penetration to insure effectiveness of floor or wall as a fire stop.

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11. Inspector's test valves shall be installed downstream of each water-flow device. Inspector's test outlets shall be piped to drain into the sanitary sewer system. Valves shall be within six feet (6') above the floor, or finished grade. When the discharge outlet cannot be seen from the valve or when inspector's test connections are piped into the sewer system, a sight glass shall be provided. Direct connections shall not be made between sewers and sprinkler drains per NFPA 13 section. 8.15.2.6.
12. Combustible concealed spaces shall be protected with sprinklers except as allowed by NFPA 13 section 8.14.1.2.
13. Sprinkler locations near surface mounted light fixtures shall be pendent type and meet the "beam rule". Provide canopies for exposed piping and sprinkler head installation.
14. Provide concealed sprinkler heads in all public spaces.

3.02 PAINTING AND MARKING OF PIPING

A. General:

1. Paint all exposed steel piping, equipment and other materials such as fittings, hangers, etc., except sprinkler heads, bronze or brass fittings and/or moving parts shall be under Painting section of Work.
2. Sprinkler protective bags or wrappings shall be removed after painting is finished. All sprinklers which have any paint on them shall be replaced. Cleaning of painted sprinklers will not be allowed.
3. Provide pipe markers with the words "AUTO SPRINKLER" or "FIRE SPRINKLER" in minimum 2 inch high lettering to identify all system piping. Markers shall be so located so as to be easily read from the ground or floor level. Markers shall be spaced at a maximum of 25 feet between markers. Attach pipe markers after painting work and before installing finish ceilings.

3.03 CLEANING AND ADJUSTING

- A. Prior to pressure testing, flush all sprinkler piping with water until clear, and in accordance with NFPA 13.
- B. Adjust all pressure gauges to read "0" prior to water pressurization.
- C. Clean all valves, gauges, and equipment of dust, markings, and debris after completion of Work.
- D. Remove all masking from sprinkler heads at completion of Work.

3.04 TEST

- A. Sprinkler piping shall be tested before covering or concealing, in accordance with NFPA 13 and 14.

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- B. Provide minimum 72-hour notification prior to any test to the Contra Costa County Fire Protection District Representative. Schedule tests at times acceptable to above agencies and representatives.
- C. Test piping with 200 PSI hydrostatic pressure for no less than 2 hours. Testing shall be witnessed by the local Fire Marshal.
- D. Should pressure test fail due to leakage, remove, repair or replace defective part of the sprinkler system with new. Re-test entire system, in accordance with above paragraph.
- E. Upon completion of inspections and tests, a "Contractor's Material and Test Certificate" shall be completed and signed by the Contractor and any witnesses to the tests. Submit the original of the completed certificate to the Engineer prior to acceptance of the system.

3.05 INSPECTION

- A. After completion of the fire protection installation and at the start of the warranty and guarantee period, execute the National Automatic Sprinkler and Fire Control Association, Inc., standard form of "Inspection Agreement," at no increase in Contract amount, calling for four inspections of the sprinkler system during the warranty and guarantee year(s). Fill out "Inspection Agreement" in triplicate after each inspection and send copies to the City Engineer and Fire Marshal.

END OF SECTION

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SECTION 22 00 00

PLUMBING

PART 1 - GENERAL

1.1 SUMMARY

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work of this Section.
- B. This Section specifies the basic requirements of all Contractor-supplied and installed equipment. This Section applies to all sections included in Division 22 that refer to this Section.
 - 1. Section 222000 – Plumbing Specialties, Piping and Valves
- C. Related Sections:
 - 1. Division 00 – Procurement and Contracting Requirements
 - 2. Division 01 – General Requirements
 - 3. Division 02, Section 02 41 19 – Selective Demolition
- D. Provide materials and system modifications as indicated on the Drawings.
 - 1. After modifications, systems shall be complete and fully operable unless indicated otherwise.
 - 2. Interpret the word "provide" to mean "furnish, deliver, and install ready for use".
- E. Provide all seismic restraints required by code and this Specification, for all equipment, pipe, and materials furnished under this section. The Contractor is responsible for the design of the restraints and for proof of adequacy of the restraints and shall submit seismic calculations prepared by a registered Structural Engineer for review and approval.
- F. Provide all necessary rigging equipment and manpower to set equipment and materials in place and to remove demolished equipment and materials from the site. See Division 01 for details.
- G. Provide cutting and patching as required for execution of Work performed under this Section unless specifically provided for under other Sections.
- H. Coordinate with Work performed by other Sections in order to accommodate the requirements of this Section and to ensure adequate space and proper location for all necessary Work of the Contract, whether or not Work is under this Section. Coordination Drawings for plumbing for review are required.
- I. Repair or replace, to the approval of the Engineer, any damage to Work of this Section, damage caused by leaks or breaks in systems of this Section, and damage caused by Work of this Section to the Engineer's satisfaction, and shall be at no additional cost to the Owner.
- J. Prepare and submit Material Submittals, Shop Drawings, As-Built Drawings, and Maintenance Manuals in accordance with Division 1.

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1.2 WORK INCLUDED:

- A. Provide and locate all sleeves, hangers, supports, and openings:
 - 1. Provide, to cause no delay, all required concrete inserts, sleeves, etc., before concrete is poured.
 - 2. Be responsible for correct location and installation of same.
- B. Piping insulation.
- C. Piping identification and valve tags.
- D. Escutcheons.
- E. Fire proofing penetrations through fire rated barriers.

1.3 CODES AND STANDARDS

- A. Comply with applicable sections of State and local codes, laws, ordinances, rules and regulations of authorities having jurisdiction.
- B. 2019 California Building Code
- C. 2019 California Fire Code
- D. 2019 California Plumbing Code
- E. ADAAG – Americans with Disability Act Accessibility Guidelines
- F. AGA – American Gas Association
- G. ANSI – American National Standards Institute
- H. ARI – Air Condition and Refrigeration Institute
- I. ASHRAE – American Society of Heating, Refrigeration, and Air Conditioning Engineers
- J. ASME – American Society of Mechanical Engineers
- K. ASSE – American Society of Sanitary Engineers
- L. ASTM – American Society for Testing and Materials
- M. AWS – American Welding Society
- N. AWWA – American Water Works Association
- O. CAGI – Compressed Air and Gas Institute
- P. California Code of Regulations (Title 24)

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- Q. Cal OSHA – California Occupational Safety Health Administration
 - R. California Proposition 65
 - S. CGA – Canadian Gas Association
 - T. CGA – Compressed Gas Association
 - U. CSA – Canadian Standards Association
 - V. DSA – Department of State Architects
 - W. FM – Factory Mutual Global
 - X. Hydraulic Institute
 - Y. IAPMO – International Association of Plumbing and Mechanical Officials
 - Z. Lead Contamination Act
 - AA. NEMA – National Electrical Manufacturers Association
 - BB. NFPA – National Fire Protection Association
 - 1. NFPA 54 – Fuel Gas System
 - CC. NSF – National Sanitation Foundation
 - DD. PDI – Plumbing Drainage Institute
 - EE. SDWA – Federal Safe Drinking Water Act
 - FF. SMACNA – Sheet Metal and Air Conditioning Contractors National Association
 - GG. UL – Underwriters Laboratories, Inc.
- 1.4 GENERAL REQUIREMENTS
- A. All labor, materials, and workmanship shall be in full accordance with the latest State and local codes, regulations, and authorities having jurisdiction. Strictly conform to the requirements of California Building Code, and California Plumbing Code. Should there be any direct conflict between the Drawings and/or Specifications and the above rules and regulations, the more stringent rules and regulations shall take precedence; however, when the indicated materials, workmanship, arrangement or construction is for a superior quality or capacity to that required by the above rules and regulations, the Drawings and/or Specifications shall take precedence. Rulings and interpretations of enforcing agencies shall be considered a part of the regulations.
 - B. Examine the site and/or premises, compare with the Drawings and Specifications, and determine the conditions under which the work will be performed. Examine and be responsible for all conditions, elevations, and measurements, which may affect the work. No allowance will subsequently be made for extra

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expense due to failure to make such examination, or due to failure to discover conditions or such other difficulties visually observed during the visit, which will affect this work.

- C. Consider space requirements for all Work indicated in the Contract Document and subsequent Drawings before installing any portion of the Work. Space conflicts which occur during or after installation of Work caused by failure to consider all such requirements shall be resolved by the Contractor as approved by the Engineer and at the Contractor's expense.
- D. Allow a minimum of 6" clear below all pipes to allow for other installations. Provide proper clearances for access to and service of all equipment and items requiring adjustment including shutoff valves.
- E. Clearances around mechanical equipment and equipment controllers shall be maintained for proper maintenance access.
- F. No utilities passing through directly above electrical panels shall be permitted, unless otherwise indicated on plans.
- G. The Drawings and Specifications do not undertake to list every item that will be installed. When an item is necessary for the satisfactory operation of the systems or is required by the equipment manufacturer, law, ordinance or rule, furnish without change in cost. Work called for in the Specifications but not on the Drawings, or vice versa, shall be done as though required by both. Lack of specific mention of any work necessary for proper completion of the work in the Specifications and/or Drawings, shall not lessen this Section's responsibility or entail any change in cost.
- H. Follow manufacturers' directions in all cases where manufacturers of articles used, furnish directions covering points not shown on the Drawings or specified herein. Manufacturers' directions do not take precedence over the Drawings and Specifications. Where manufacturers' directions are in conflict with the Drawings and Specifications, submit to the Engineer for clarification before installing the work.
- I. Where equipment is furnished by others, verify dimensions and the correct locations of this equipment before proceeding with the roughing-in of connections.
- J. Should the Contractor at any time discover a discrepancy between engineering and architectural Drawings, whether with respect to a significant variance between location, variation in quantity, or violation of code requirements, notify the Engineer for clarification and do not proceed with the work affected until clarification has been made.
- K. Do not permit or cause any work to be covered or enclosed until it has been inspected, tested, and approved by the Engineer, and authority having jurisdiction. Should any of the work be enclosed or covered before inspection and test, this Section shall, at its own expense, uncover the work; and, after it has been inspected, tested and approved, make all repairs with such materials as may be required to restore this work and that of other trades to its original and proper condition.
- L. Quiet and vibration free operation of all piping is a requirement of this installation. Properly adjust, repair, balance or replace any loose piping, including providing additional brackets, bracing, etc., to prevent objectionable noise or vibration.
 - 1. If noise or vibration, as a result of improper installation, occurs in the building, correct these conditions at no cost to the Owner.
 - 2. Noise criteria shall conform to ASHRAE Guidelines and specified herein.

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3. Construction Noise: Refer to the specific requirements in the General Conditions and Division 01.
- M. Be responsible for damage to any of this work before acceptance. Securely cover all openings, both before and after setting into place, to prevent obstructions in the pipes and breakage. Should any piping become damaged, restore it to its original condition and finish before final acceptance without change in Contract cost.
- N. Repair any damage to the premises and/or equipment occasioned by this work. Repair all damage to any part of the premises caused by leaks or breaks in pipes or equipment furnished or installed for a period of one (1) year after date of Final acceptance by the City Council.
- O. Non-ferrous materials shall be applied for areas with unshielded magnetic equipment unless otherwise indicated on plans.
- P. Special inspections shall be per California Building Code. Contractor shall be responsible to coordinate special inspection work with Division 01.
- 1.5 RULES AND REGULATIONS
- A. As specified in Division 01 and as follows.
- B. Provide all work and materials in full accordance with the latest rules of the organizations listed in Division 01 and in other Sections of Division 22, and with any prevailing rules and regulations pertaining to adequate protection and/or guarding of any moving parts, or otherwise hazardous locations.
- C. Whenever the Drawings and Specifications require something which will violate the regulations, the regulations shall govern. Review the Drawings and Specifications, and request from the Engineer clarification or revision of any portion of the work in violation of the rules or regulations prior to installing the work. Any necessary installation alteration required for compliance shall be made at no additional cost to the Owner.
- D. Whenever the Drawings and Specifications require larger sizes, or higher standards than are required by the regulations, the Drawings and Specifications shall govern.
- E. Whenever there is conflicting information, the larger sizes or higher standard shall be the base of the work.
- F. Strictly conform to the requirements of the National Fire Protection Association, California Electrical Code, California Building Code, California Mechanical Code, California Plumbing Code, OSHA, Fire Marshal, California Industrial Commission's Safety Orders, and insurance underwriters' requirements. All expenses required shall be borne under this Contract.
- 1.6 SUBMITTALS
- A. Submit Shop Drawings, Design Calculations, Coordination Drawings, Product Data, and Certifications as specified in Division 01 and as follows.
- B. Organize the submittals in the same sequence in which they appear by specification sections, articles, and sub-articles.

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- C. Provide complete information confirming all features specified in the submittals. Include catalog cuts, sketches, and/or bulletins indicating the performance characteristics and certified performance curves with operating point indicated, features of equipment, weight of the unit, auxiliaries, specialties, or accessories furnished, roughing-ins or anchor diagrams, templates, and manufacturer's installation instruction.
1. Reference all listings to Paragraphs to which they are applicable and submit in brochure form.
 2. 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.
 3. For any material specified as ASTM, Federal Specifications or trade standards, furnish the manufacturer's or vendor's certification that the material furnished for the Work does in fact equal or exceed such specifications.
- D. Submittals for products, materials, or area of Work must be complete; piecemeal submittals will not be accepted.
- E. Submittals will be checked for general compliance of Specifications only. Be responsible for deviations from Drawings or Specifications, and for errors or omissions of any sort in submittals.
- F. Approval of equipment shall not be construed as authorizing any deviations from the approved contract documents unless the Engineer or Owner has directed the specific deviations.
- G. Shop Drawings:
1. As specified in Division 01, and as follows.
 2. Submitted shop drawings shall be detailed and drawn to a scale of $\frac{1}{4}'' = 1'-0''$, or larger, and by competent draftspersons.
 3. Shop drawings shall be completed with all plumbing utility systems, structural columns, beams, foundation, major architectural elements, and grid lines. Include complete dimensions, locations, elevations, and service clearances, for all plumbing utilities, equipment, and valve numbers.
 4. Complete piping layout showing all pipe sizes, elevations, and crossover.
 5. Identify equipment and devices using designations shown on the Contract Documents or as directed by the Engineer.
 6. Submit piping and instrumentation diagrams of all major systems, showing all equipment, accessories, and line sizes.
 7. Submit shop drawings of all plumbing equipment supports and anchorages. Show backing requirements for all anchorages.
 8. Details and calculations by a registered structural engineer on any changes in equipment supports due to changes in equipment manufacturer or other causes.
- H. Product Data:
1. Submit the following manufacturers' product data for review:
 2. Pipe support devices.
 3. Seismic bracing devices, systems, and approved structural calculations.

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4. Pipe identification and valve tags.
5. Pipe sleeves.

1.7 MATERIALS

- A. Materials and equipment shall be those of major and reputable manufacturers with ability to render competent and thorough local organizations, and to expeditiously provide spare parts.
- B. In addition to material and equipment specified, also provide incidental materials required to effect complete installation. Such incidental materials include solders, tapes, calking, mastics, gaskets, etc.
- C. Valves, piping specialties, escutcheons, and access panels shall be of same manufacturer throughout installation, even though they may be provided by different sub-contractors.
 1. First approved submittal in each category will establish required manufacturer for each subsequent submittal.
 2. All subcontractors of this Division shall reach mutual agreement as to manufacturer prior to processing submittals purchase orders.
- D. Substitutions:
 1. As specified in Division 01, and as follows.
 2. The manufacturer's name and product listed on the Drawings or listed first in these Specifications used as a basis for design to establish space requirements, a standard of quality and performance.
 3. One or more other manufacturer's names listed in these Specifications and following the words "or approved equal" acceptable for quality only and may be selected at Contractor's option and responsibility.
 4. Any mechanical, electrical, structural, or other changes required for the installation of any approved substituted equipment provided as part of the work of this division shall be made to the satisfaction of the Engineer and at no increase in contract price. Approval by the Engineer or Owner of the substituted equipment and/or dimensional drawings does not waive these requirements.
 5. For substitution of manufacturer's names not listed in these Specifications, refer to Division 01.
 - a. The performance of the proposed substitutions must be equal or superior to the items specified for basis of design.
 - b. Liability of substitutions:
 - 1) The responsibility for proving that specified requirements have been met shall remain with the manufacturer and Contractor.
 - 2) The responsibility for any additional coordination between trades, design changes, and construction changes due to the substitutions shall remain with the Contractor and the manufacturer without compensation.
 - 3) Should the substituted item fail to perform in accordance with the Specifications, replace same with the originally specified item without compensation.

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- c. The decision of the Engineer shall be final and shall govern as to what material may be substituted, but the burden of proof as to the quality and space requirements of any proposed substitution shall rest with the Contractor.

1.8 RECORD DRAWINGS

- A. As specified in Division 01 and as follows.

1.9 OPERATIONS AND MAINTENANCE DATA MANUALS

- A. Upon completion of the work, submit Operating and Maintenance Manuals as specified in Division 01 and as follows.
- B. Include all instruction sheets, bulletins and all pertinent information required by the Engineer for proper maintenance and operation of each and every piece of equipment furnished. Bind this information in a cloth hardcover, adjustable loose-leaf 3-ring binder, typed and indexed into sections labeled for easy reference. Do not include information that does not concern equipment actually furnished.
- C. Provide a complete written narrative type itemized description of operating, and maintenance procedures for any non-standard field-erected systems.
- D. Each manual shall contain the following:
 - 1. List of all equipment with equipment tag numbers, manufacturers' names, model numbers, performance ratings, individual part numbers, and local representatives.

1.10 SCHEDULING AND SEQUENCING

- A. Cooperate with other trades in putting the necessary and required installation in place at a time when space required is accessible, and in such a manner that all other work in this space may be installed as shown on the Drawings and or as directed by the Engineer. Schedule work and cooperate with other trades to avoid delays, interferences, and unnecessary work, conforming to the construction schedule, making the installation when and where directed.
- B. No system shutdown shall be permitted without the expressed written approval from the Engineer. Give the Engineer fourteen (14) days' notice in writing of need to shut off existing utility services or equipment interruptions. The Engineer will set the exact time for and execute shutdown. The request shall state what systems are to be shutdown, what areas will be affected, how long the period will be, and what contingency plan is provided if the work cannot be completed within the specified time. This procedure must be established and followed in order to provide the Engineer with the least amount of service interruption and the least amount of disturbance for the users of the affected areas.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Division 01 and as follows.
- B. Inspect materials and equipment at time of arrival.
- C. Use all means necessary to protect shipped materials and equipment before, during, and after installation against damage from improper handling or storage and to protect the installed Work and materials of all other trades.

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- D. Deliver and store materials in shipping containers with labeling in place.
- E. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Owner.

1.12 REVIEW OF CONSTRUCTION

- A. Work may be reviewed at any time by the Engineer, and Architect, representatives of Owner, and regulating authorities.
- B. Advise Engineer that Work is ready for review at the following times:
 - 1. Prior to concealment of any Work.
 - 2. When requirements of Contract have been completed.
 - 3. Prior to installation of suspended ceiling.
- C. Work shall not be concealed without Engineer's consent or Agencies final review, where applicable.
- D. Maintain on job a set of approved Specifications and Drawings for use by the Engineer and Inspector of Record.

1.13 TESTING AND SYSTEM ACCEPTANCE

- A. Refer to Division 01 for Commissioning, where applicable.
- B. Provide tests specified hereinafter, where applicable. If requested, provide written verification that the tests have been successfully completed.
- C. Final Review
 - 1. Request a final review prior to system acceptance test after:
 - a. Completion of the installation of all systems required under the Contract Documents.
 - b. Submission and acceptance of operating and maintenance data.
 - c. Completion of identification program.
 - d. Completion of cleaning program.
 - e. Satisfactory operation of all systems for a period of two weeks.
- D. Acceptance Verification and Testing
 - 1. The Contractor shall be responsible to plan, perform, and document acceptance verification and testing.
 - 2. Submit the acceptance verification and testing plan and forms to the Engineer, for review and approval, prior to proceeding with the Work.
 - 3. Each acceptance testing form shall individually detail acceptance testing procedures and/or observations for every component and each system. Acceptance testing forms shall include check

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boxes for "acceptance" and "rejection" of each test or observation. Forms shall have place for signatures of the Engineer and Owner and Contractor to certify tests and/or observations.

- a. In the cases where a manufacturer or vendor provides equipment startup services, their standard forms are acceptable in lieu of contractor-provided forms.
 - b. Test and Balance agency standard forms are acceptable in lieu of contractor-provided forms.
4. Tests and observations are required for, but not limited to:
- a. Installation of equipment and systems in accordance with the Contract Documents, Shop Drawings, regulations, etc.
 - b. Seismic Bracing.
 - c. Vibration Isolation.
 - d. Service clearances to equipment and to cable trays.
 - e. Equipment start-up.
 - f. Identification.
 - g. Cleaning.
 - h. Pipe leakage testing.
 - i. Testing and balancing.
5. Acceptance shall be contingent on, but not limited to:
- a. Completion of final review and correction of all deficiencies.
 - b. Satisfactory completion of a minimum of 5 days acceptance test which shall demonstrate compliance with all performance and technical requirements of the Contract Documents.
 - c. Satisfactory completion of the training program and submission of all manuals and drawings required by the Contract Documents.
 - d. Provisions of the maintenance tools and spare parts required by the Contract Documents.

1.14 TEMPORARILY USE

- A. Should it become necessary to use the new portion of the system and the new equipment before the completion of this work, the Owner reserves the right to make use of same, but the temporary use of the equipment shall not constitute an acceptance of the plant or any part thereof in any way.

1.15 WARRANTY

- A. As specified in Division 01 and as follows.
- B. Provide the Owner with a one-year written warranty after date of final acceptance of the entire project by the City Council and beneficial occupancy against defective equipment and/or workmanship in accordance with Division 01.

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- C. Where extended warranties are available the Owner shall be given the option of accepting or rejecting such warranty.

1.16 QUALITY ASSURANCE

- A. Qualifications of personnel: Use qualified and competent installers in the execution of this portion of the Work in accordance with Division 01.
- B. Contractors Qualifications: The Contractor shall be a California licensed contractor with a valid State of California license in the installation of plumbing systems, and the same company shall have been in the business of installing plumbing systems for a minimum of 5 years.
- C. Qualification of Pipe Welders: All welders for work in this Section shall be certified welders in accordance with requirements of ASME BPVC Section IX. Certification shall be within the last five (5) years. The Contractor shall provide the Engineer with the names of welders employed in the work, together with certification that each of these welders has passed qualification tests as prescribed by the National Certified Pipe Welding Bureau, or by other reputable and nationally recognized testing laboratory or agency.
- D. Pipe Welding Materials and Procedures: Conform to and comply with ASME BPVC Section IX, 29 CFR 1910, ANSI B31.9, and applicable State labor regulations.
 - 1. Welding of piping may be made by either the electric-arc or gas-welding process.
 - 2. Use fittings in welded pipe specifically designed for welding.
 - 3. Welds shall be visually inspected for fillet size, undercut, and appearance by the Contractor.
- E. The Contractor shall provide certification in accordance with the Code of Federal Regulations, Title 49, Part 192 for all personnel who will be performing welding work for fusion welded polyethylene piping system.
- F. Qualification of welders and welding materials and methods for welding to structure shall conform to Structural Engineer's requirements.
- G. Products shall be from manufacturer's regularly engaged in the manufacturing of plumbing products, and product data are in published plumbing catalogs.
- H. Any materials or equipment installed without the approval of the Engineer shall be subject to immediate removal without additional costs to the Owner.
- I. Start-Up: Manufacturer's authorized representative shall provide start-up services, including all adjustments, and instruction to Owner's operating personnel.

PART 2 - PRODUCTS

2.1 GENERAL

- A. As specified in Division 1 and as follows.

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- B. Materials and equipment shall be full weight, new, standard in every way (unless otherwise specified) and the best quality of their respective kinds. Two manufacturer's names and model or accessory numbers are generally shown for each piece of equipment, unless indicated otherwise as "no known equal".
 - C. Products and materials of the same type shall be uniform throughout the installation. When of the same type, shall be of the same manufacturer.
 - D. Where the manufacturer's name is not repeated preceding the model or accessory number in the succeeding respective paragraph(s), it shall be understood that the numbers are shown respectively with the aforementioned manufacturer's names.
 - E. Refer to the Division 22 for specified manufacturers.
 - F. In the event of a conflict between plans and specifications and the manufacturer's recommendations, notify the Engineer immediately.
- 2.2 PIPING SUPPORTS AND ANCHORS
- A. ATTACHEMENTS TO STRUCTURE
 1. Connection to Existing Concrete Structure: Hilti TZ II bolts, Redhead, or equal, wedge type expansion anchors.
 2. For concrete deck hanger strap insert: B-Line Fig 109 or equal.
 3. For Support on New Concrete: Galvanized steel hook bolts.
 4. Welded Connection to Steel Beams: B-Line B3083, Grinnell, Superstrut, or equal, steel welded beam attachment.
 5. Clamp Connection to Steel Beams: B-Line, Grinnell, Superstrut, or equal, beam clamp with retaining clip style as required by load.
 - B. SUPPORTS, BRACING, AND ACCESSORIES
 1. Miscellaneous Steel: Angles, channels, brackets, rods, clamps, etc., of new materials conforming to ASTM A36.
 2. Hot-dip galvanize all steel parts after fabrication or factory applied where used above the outdoors or inside air plenums.
 3. Fasteners: All bolts and nuts, except as otherwise specified, shall conform to ASTM Standard Specifications for Low Carbon Steel Externally and Internally Threaded Standard Fasteners, Designation A307. Bolts shall have heavy hexagon heads, and nuts shall be of the hexagon heavy series. Provide bolts of ample size and strength for the purpose intended.
 4. All bolts, washers, nuts, anchor bolts, screws and other hardware used outdoors or inside air plenums, shall be galvanized, and all galvanized nuts shall have a free running fit.
 5. Sheet Metal Screws: Plated, size 10 minimum.
 6. Hanger Rods: B-Line, Grinnell, Superstrut, or equal, plated steel rods, threaded, with a minimum safety factor of 5 over the imposed load.
 7. Factory or shop hot-dip galvanized outdoors or inside air plenums and electro-galvanized indoors.
 - C. SEISMIC RESTRAINT
 1. Materials: Steel and fasteners as specified herein.
 2. Piping, Duct, and Equipment Restraint:
 - a. Design nonstructural component and equipment anchorage to the main structure including component parts, connections and related hardware, per California Building Code Section 1632a, so that the completed installation meets or exceeds the following requirements:

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- 1) Importance Factor for Seismic Loading (IP):
 - 2) IP = 1.5 for Life Safety Systems
 - 3) Exhaust fans and ducts serving fume hoods.
 - 4) Supply fans / air handlers and ducts serving makeup air for fume hoods.
 - 5) Fire sprinkler piping. See Section 211000 – Water-Based Fire Suppression Systems
 - 6) See Division 26 for list of electrical-related equipment.
 - 7) IP = 1.0 for all other systems
- b. Seismic Zone: 4
 - c. Ca Value for use in CBC Section 1632: 0.36, or as directed by the structural engineer.
 - d. Horizontal Force Factor values, aP and CP, are from CBC Table 16-O, or as directed by the structural engineer.
 - e. Building heights are as shown in the Drawings.
 - f. Service Seismic Drift, DS: 0.005 times building height, or as directed by the structural engineer.
 - g. Maximum Seismic Drift, DM: 0.015 times building height, or as directed by the structural engineer.

2.3 CORROSION PROTECTION

1. 8-mil thick polyethylene wrap.
2. Cold-applied Tape Coating:
 - a. Tapecoat CT and TC primer, Polyken 930 and 1027 primer, or equal, minimum 35-mil thick polyethylene film tape with primer, conforming to AWWA C209.

2.4 SLEEVES

- A. Waterproof Concrete Wall Sleeves: Thunderline “Link-Seal”, Metraflex “Metraseal”, segmented EPDM links with stainless steel bolts and nuts, and complete with Schedule 40 steel pipe sleeve.
- B. Fire-Rated Barrier Penetrations:
 1. As specified in Division 07, and as follows.
 2. Firestop assemblies shall be Hilti, 3M, SpecSeal, or equal.
 3. In compliance with California Building Code, Sections 712.3 for penetrations through rated wall assemblies; Section 712.4 for penetrations through fire rated floor/ceiling and roof/ceiling.
 4. Assemblies shall be listed in latest edition of UL “Fire Resistance Directory” for Through- Penetration of Firestop Devices. Assemblies shall suit the type of wall or floor construction, and type of piping material for the through penetration condition.
 5. Through Interior Walls, Floors, and Ceilings:
 - a. For sizes up to 6” diameter: Adjust-to-Crete, KC Scott AMI, or approved equal, 24-gauge hot-dipped galvanized sheet metal with lock seam joints or ½” inch overlap sleeves.
 - b. For 8” and larger sizes: Hot dipped galvanized Schedule 40 steel pipe sleeves.
 6. Through Exterior Above-Grade Roofs:
 - a. Hot dipped galvanized Schedule 40 pipe sleeve with flashing collar.

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- b. Cast iron sleeve with caulking recess, anchor lugs, flashing clamp device, and pressure ring with brass bolts.

2.5 COLOR CODING OF PIPES

A. MSI, Brady, Seton, or equal, conforming to ASME A13.1.

1. For pipe sizes less than 6": Coiled plastic pipe markers consisting of pipe content and arrows indicating direction of flow.
2. For pipe sizes larger than 6": Strap-on plastic pipe markers consisting of pipe content and arrows indicating direction of flow.
3. Self-adhesive pipe markers consisting of pipe content and arrows indicating direction of flow. Provide at each end of each marker 2-1/4 inch wide self-sticking clear tape around the periphery of pipe or insulation to further secure the marker.
4. Arrows and marker letters shall be placed immediately adjacent to each other with the same size and color.

B. Minimum Length of Color Field and Size of Letters:

Outside Diameter of Pipe or Covering (inches)	Minimum Length of Color Field (inches)	Minimum Size of Letters (inches)
½ to 1¼	8	½
1½ to 2	8	¾
2½ to 6	12	1¼
8 to 10	24	2½
Over 10	32	3½

C. Colors:

<u>SERVICE</u>	COLOR OF <u>BACKGROUND</u>	COLOR OF <u>LETTER</u>
Rainwater Leader and Overflow Drain	Green	White
Condensate Drain	Yellow	Black

PART 3 - EXECUTION

3.1 GENERAL

- A. No piece of equipment or trim shall support the weight of any pipe.
- B. Provide sleeves wherever pipes are run through walls and beams to allow large enough openings for the passage of the pipe and pipe insulation when required. Sleeves shall be of sufficient size to allow for contraction and expansion of pipe.
- C. Seal all exterior wall pipe penetrations watertight, and provide escutcheon.
- D. Furnish and install insulating unions or insulating flanges as hereinbefore specified at all connections of ferrous and nonferrous piping. Insulating devices shall completely isolate metal-to-metal contacts between dissimilar metals.

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- E. Provide supports and seismic bracing for piping system in accordance with California Building Code. Utilize seismic coefficient and importance factor identified on the structural drawings. Provide calculations prepared by a structural engineer registered in the State of California, showing compliance of any bracing systems and devices used.
 - F. Firestop all pipe penetrations through fire rated floors, walls, ceilings, and/or roof.
 - G. Schedule in writing and a minimum of 1 week in advance, with the Engineer for utility shut-downs.
 - H. Coordinate phasing of work. All areas not scheduled to be in construction shall remain fully functional.
 - I. The entire system, including equipment, pipes, motors, and all other parts shall be noiseless and free of vibration transmission.
 - J. Securely bolt in place to building structures, all equipment, hangers, etc.
- 3.2 SLEEVES
- A. General:
 - 1. Locations of openings:
 - a. Locate all chases, shafts, and openings required for the installation of the plumbing Work.
 - b. Do any additional cutting, and boring, required due to improperly located or omitted openings without cost to the Owner.
 - 2. Locate all pipe sleeves and inserts required for the installation of the plumbing Work.
 - a. Set pipe sleeves parallel to the pipes that pass through them.
 - b. Secure sleeves to concrete forms to prevent displacement during placing of concrete.
 - 3. Provide sleeves of adequate diameter for pipes passing through concrete walls, floors, ceilings, etc., to allow proper passage of insulation where required and permit movement of piping due to expansion and contraction.
 - 4. Cutting:
 - a. Do any cutting of the structure under direction of the Engineer and Architect as well as complying with pertinent provisions of Division 01.
 - b. Holes are prohibited in any structural member without written approval of the Engineer.
 - c. See Structural Drawings.
 - 5. Smooth up rough edges around sleeve with plaster.
 - 6. Provide split type steel plates on all exposed pipes passing through floors, walls, partitions, plaster furring, etc. In unfinished rooms, provide prime coated plates. In finished rooms provide nickel plated plates.
 - B. Provide sleeves in locations where pipes or conduits pass through floors, walls, partitions, and/or roofs.

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1. Sleeves must be a minimum internal diameter 1" larger than outside diameter of pipe and insulation except for sleeves connecting buildings, which shall be a minimum of 1½" larger.
- C. Provide sleeves in locations where pipes or conduits pass through fire-rated walls, fire-rated floors.
1. Seal all penetrations through all fire rated construction (walls, enclosures, ceilings, floors) with Underwriter's Laboratories listed assemblies and Building Code approved materials, providing equivalent protection and rating of the construction being penetrated. Installation shall be per manufacturer's and UL requirements.
 2. Bare pipe:
 - a. All steel pipe or copper tubing penetrating fire walls or decks shall be encircled by sheet metal sleeves sized for maximum one inch annular spacing between pipe and sleeve.
 - b. Spacing shall be packed on each end with UL rated ceramic fiber strip insulation.
 3. Insulated pipe:
 - a. Same as for bare pipe, but with the addition of a 360 degree cylinder of waterproofed calcium silicate insulation encasing the pipe and covered with galvanized sheet metal shielding, all sized to extend to a minimum of one inch beyond wall or deck.
 4. Sleeve and packing shall have the same fire rating as the partition construction in which they are installed; substitutions shall have passed the ASTM E119 test, in accordance with UBC 43-1 for pipe penetrations.
 5. Calking such as 3-M fire barrier calking, CP-25, or Metacaulk, with 3-hour rating, shall be applied additionally for 4-hour wall penetrations.
- D. Provide sleeves in locations where pipes or conduits pass through light-proof walls, sound-proof walls, floors, and/or partitions.
1. Pack space between the sleeve and pipe/conduit or insulation with non-shrink grout, ceramic fiber, or other approved sealant materials.
 2. Approved pre-fabricated assemblies including Pipe Shields are acceptable.
- E. Provide sleeves in locations where pipe or conduits pass through concrete walls, slabs, and exterior walls. See details on Contract Drawings for information.
- F. Provide sleeves in locations where pipe or conduits pass through roof construction. Install in strict accordance with project roofing specifications.
- G. Provide sleeves in locations where pipe or conduits pass through waterproofing membranes. Install in strict accordance with membrane waterproofing manufacturer's recommendations.
- 3.3 STENCILING AND IDENTIFICATION
- A. As specified in Division 01, and as follows.
 - B. Manufacturer's nameplate, name or trademark shall be permanently affixed to all equipment and material furnished under this Work. Nameplates of Contractor or distributor are not acceptable.

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1. Manufacturer's nameplate shall identify model number, performance data, electrical characteristics, serial number, etc.
 - C. Format and numbering system of tags and labels shall be per Engineer's direction, or at minimum, per Contract Document. Do not proceed with labeling without approval from the Engineer.
 - D. Identify all exposed piping and insulation with pipe markers and secure markers in place every 20 feet on mains at maximum, at risers on each floor, at all branch take-offs, adjacent to valves or cocks, and where piping enters or leaves a concealed space.
 1. "Exposed piping and insulation" means where exposed to view from the floor, ladder, above accessible ceilings, accessible shafts or other furred spaces.
 - E. All pipe markers shall be installed after finish painting is complete.
 - F. Install pipe markers in accordance with the manufacturer's directions. For adhesive type, pipe markers shall completely cover the circumference of the pipe and overlap itself and attach circumferential color-coded direction arrows overlapping one end of the marker.
 - G. Apply protective coating of clear epoxy over identification labels in corrosive areas.
 - H. All labels and stencils shall be located visually accessible so can be easily identified.
- 3.4 INSULATION
- A. Insulate all piping embedded in concrete with 1" thick flexible elastomeric type insulation.
- 3.5 CLEANING
- A. Thoroughly clean piping and equipment to be insulated, and remove rust, plaster, and dirt before insulation is applied.
 - B. Pipe and equipment to be painted:
 1. Clean all piping, and equipment, exposed to view in complete structure, by removing rust, plaster, and dirt by wire brushing.
 2. Remove grease, oil and similar materials by wiping with clean rags and suitable solvents.
 - C. Remove from site all packing cartons, scrap materials and other rubbish resulting from operations under this Section.
 - D. Any piece of equipment or part of a system, which malfunctions or is damaged due to failure or neglect to observe this paragraph, shall be repaired or replaced by the Contractor to the satisfaction of the Engineer.
- 3.6 COMPLETION
- A. The Work hereunder will not be reviewed for final acceptance until operations and maintenance data, manufacturer's literature specified herein have been approved and properly posted in the building, and final cleaning has been completed.

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- B. When the installation is complete and adjustments specified herein have been made, operate the systems for a period of one week, during which time demonstrate to the Engineer and the Owner that systems are completed and operating in conformance with these Specifications.

END OF SECTION

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SECTION 22 20 00

PLUMBING SPECIALTIES, PIPING AND VALVES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. The work includes, but is not necessarily limited to, the furnishing and installing of all plumbing work, as determined in the field by the Engineer as noted in Specification Section 02 41 19 and specified herein. It is not necessarily all inclusive. At completion of work, all systems shall be continuous, operational, and functioning in the proper manner. This section shall be responsible for determining all items and quantities required.
 - 1. Cleanouts.
 - 2. Roof drains, overflow drains, downspout nozzles, downspout boot adaptor fitting.
 - 3. Storm drainage piping system, including rainwater leaders and insulation, overflow drains, final connections to roof drains and overflow drains, and to on-site storm drainage system.
 - 4. Coordination between this Section and architectural, structural, and civil work.
 - 5. Pipe hanger and support devices, and seismic bracing of piping and equipment.
 - 6. Cleaning and flushing of all piping systems.
 - 7. All rigging, hoisting, transportation, and associated work necessary for placement of all equipment in the final location shown.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Division 01 – General Requirements
- B. Section 220000 – Plumbing

1.3 CODES AND STANDARDS

- A. As specified in Section 220000.

1.4 GENERAL REQUIREMENTS

- A. As specified in Sections 220000

1.5 SCHEDULING AND SEQUENCING

- A. As specified in Section 220000.

1.6 SUBMITTALS

- A. As specified in Section 220000 and as follow.

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- B. Submit the following manufacturers' product data for review:
 - 1. Cleanouts.
 - 2. Roof drains, overflow drains, and area drains.
 - 3. Downspout nozzles and downspout boot fittings.
 - 4. Piping, fittings

- 1.7 OPERATIONS AND MAINTENANCE DATA
 - A. As specified in Section 220000.

- 1.8 WARRANTY
 - A. As specified in Section 220000.

- 1.9 QUALITY ASSURANCE
 - A. As specified in Section 220000 and as follows.
 - B. All drains and cleanouts shall from the same manufacturer.
 - C. All pipes shall be marked with the names or trademarks of the manufacturers and type of pipes.

- PART 2 - PRODUCTS
 - 2.1 MATERIALS OF CONSTRUCTION
 - A. As specified in Section 220000

 - 2.2 DRAINS AND CLEANOUTS
 - A. Cleanouts shall be Josam, JR Smith, Zurn, Wade, or approved equal, cast iron body, bronze threaded plug, comply with ANSI A112.36.2M.
 - 1. Cleanouts CO: 58900-20, Z1440-A-BP, raised head bronze threaded plug.
 - 2. Furnish suitable wrenches for each style of cleanout plug or cap.

 - B. Roof and overflow drains shall be Josam, JR Smith, Zurn, Wade, or approved equal, cast iron body, with sump receiver, deck clamp, flashing clamp, extension as required, and comply with ANSI A112.21.2M.
 - 1. Roof Drains RD-1: 21500-3-21, 1010-R-C-CID, ZC100-C-GD-R, 3000-42-52-53, 16" galvanized cast iron dome.
 - 2. Overflow Drains OFD-1: 21500-3-17-21, 1080-R-C-CID, ZC100-C-GD-R-W2, 3000-42-52-53-D, 16" galvanized cast iron dome, and 2" high water dam.
 - 3. Area Drains AD-1: Zurn FD-460, Zurn FD-340, JR Smith 2005 or approved equal; 12" square strainer.
 - 4. Downspout Nozzles: 25010-51-T, cast bronze with satin finish and threaded inlet connection.

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2.3 DRAINAGE PIPING AND FITTINGS

A. Rainwater and Overflow Piping and Fittings:

1. Cast Iron Soil Pipe and Fittings: CISPI 301 or ASTM A-888 standard weight hubless soil pipe and fitting. All pipe and fittings shall be marked with CISPI's collective trademark or receive prior approval by the engineer of record. Joints for hubless pipe and fittings: CISPI 301 and shall conform to the manufacturer's installation instructions and local code requirements. Anaco "Husky SD 4000, Clamp-All 125, Tyler WB, MG Couplings, or approved equal, comply with FM 1680, Class 1.

2.4 PIPING SUPPORTS AND ANCHORS

- A. As specified in Section 220000 and Section 230519.

2.5 SLEEVES

- A. As specified in Section 220000.

2.6 STENCILING, IDENTIFICATION, AND COLOR CODING OF PIPES

- A. As specified in Section 220000.

2.7 CORROSION PROTECTION

- A. As specified in Section 220000.

PART 3 - EXECUTION

3.1 GENERAL

- A. As specified in Section 220000, and as follows.
- B. Equipment supplied and installed in this Section shall be installed in accordance with manufacturer's directions.
- C. Drains and Cleanouts
1. All roof drains to be installed in accordance with manufacturer instructions and CPC requirements.
- D. Storm drainage piping systems shall be sized and installed in accordance with 2019 Edition of California Plumbing Code.
- E. Check all piping runs beforehand with all other trades. Run piping to maintain proper clearance for maintenance and to clear opening in exposed areas. Run piping in strict coordination with existing mechanical piping, ducts and equipment, structural and architectural conditions. Piping shall be concealed in designated ceiling spaces, and wall spaces, unless otherwise noted for exposed installation. Where work of other trades prevents installation of the piping as shown on the Drawings, reroute piping at no extra cost. Verify all inverts and pitched lines before starting work.

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- F. Install all exposed piping parallel to or at right angles with building walls and tight to walls or ceilings wherever possible, except where otherwise shown on the Drawings. Install all piping below the bottom of beam elevations; provide sleeves as required. Install no-hub coupling bands with screws as far back as possible behind pipes.
- G. Install all piping free from traps and air pockets and true to line and grade.
- H. Support all pipe from the building structure so that there is no apparent deflection in pipe runs. Piping or equipment shall be immobile and shall not be supported or hung by wire, rope, plumber's tape or blocking of any kind. Do not support piping from ducts, other pipes, conduit, or any materials except building structure.
- I. Piping support spacing shall comply with CPC Tables 3-2 and 12-3, and as noted in table below. Bracing and seismic restraints shall be per CBC and as specified in Section 220000. Hanger rods and spacing shall be as follows, at minimum:

Schedule of Hanger Rods and Spacings*

Pipe Size (Inches)	Min. Rod Size (Inches)	Spacing (Feet)	
		Hubless Cast Iron Pipe	Steel Pipe
1 & Smaller	3/8	--	6
1-1/4	3/8	--	8
1-1/2 to 2	3/8	**	9
2-1/2 to 3	1/2	**	10
4 - 6	5/8	**	10

*Each branch of piping over 3 feet long shall have a separate hanger.

** Every other joint, unless over 4 feet, then support each joint.

- J. Make all changes in direction with fittings, unless otherwise herein specified.
 - K. Wherever changes in sizes of piping occur, make such changes with reduced fittings, as the use of face bushings will not in general be permitted. Install eccentric reducing fittings where necessary to provide free drainage of lines.
 - L. At completion of work, no piping exhibiting rust will be accepted.
- 3.2 STORM DRAINAGE PIPING
- A. Cast iron no-hub soil pipe and fittings.
- 3.3 SLEEVES
- A. As specified in Section 220000.
- 3.4 CORROSION PROTECTION
- A. As specified in Section 220000.

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3.5 STENCILING AND IDENTIFICATION

- A. As specified in Section 220000.

3.6 CLEANING

- A. As specified in Section 220000 and as follows.
- B. All field cut pipe ends shall be squared and reamed to full bore of piping to remove all burrs and chips. Follow the installation instruction for each fitting manufacturer when assemble joints.

3.7 TESTING

- A. All testing shall be witnessed and approved by the Engineer and local authority.
- B. Storm Drainage Piping: Test and prove tight with 10 feet head of water, in accordance with the California Plumbing Code.
- C. Apply tests for a minimum period of fifteen (15) minutes, or as noted above, or until tests are complete, in the opinion of the inspecting authority.
- D. Work may be tested in sections, if necessary, for convenience. In this case, test of last section shall include all connection between previously tested sections and section under test.
- E. Furnish all labor and all other utilities required to make tests. Install pressure gauges as required for test.
- F. Should any piece of equipment, apparatus, material, or work fail in any of these tests, immediately remove and replace by perfect material, and re-test the portion of the work replaced.

END OF SECTION

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SECTION 26 00 00

ELECTRICAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 01 of these Specifications.

1.02 CODE COMPLIANCE AND REFERENCES

- A. All work and materials shall comply with the latest adopted rules, codes and regulations, including, but not necessarily limited to:
1. 2019 California Electrical Code, based on 2017 National Electrical Code (NEC), with California Amendments.
 2. Uniform Building Code (UBC)
 3. 2019 California Fire Code (CFC)
 4. California Building Code for Seismic Bracing
 5. California Administrative Code, Title 24 (Energy Conservation)
 6. Americans with Disabilities Act (ADA) as applicable to equipment monitoring heights and alarm systems
 7. NFPA standards, as applicable, including Flash Hazard, Hazardous Locations, and Fire alarm Systems
 8. National Electrical Manufacturer's Association Standards (NEMA).
 9. American National Standards Institute (ANSI)
 10. American Society for Testing Materials (ASTM) Standards.
 11. Underwriters' Laboratories, Inc., (UL) Standards.
 12. Illuminating Engineering Society (IES) of North America.
 13. Occupational Safety and Health Act Standards (OSHA).
 14. Institute of Electrical and Electronics Engineering Representatives (IEEE).
 15. All other applicable Federal and State and local laws and regulations.

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1.03 DESCRIPTION

- A. The specifications and drawings define the electrical scope of work for a complete and fully functioning facility. The Contractor shall include work reasonably inferred by these specifications and drawings and required for compliance with applicable codes. If the Contractor is in doubt as to the intent of any portion of these specifications and drawings or suspects necessary information is omitted, the Contractor shall notify the Engineer in writing in sufficient time for the Engineer's clarifications or corrections.
- B. The Contractor shall review drawings and specifications of all disciplines (i.e., architectural, structural, fire protection, etc.) for coordination and electrical work specified within those drawings and specifications.
- C. The Contractor shall visit the job site to verify existing conditions before submitting bid. Include in bid price the necessary costs to construct this project in accordance with the drawings and specifications and reasonable intent therein.
- D. All materials and equipment furnished and installed under this contract shall be new, U.L. listed, and installed according to listing requirements. All materials and equipment furnished and installed under this contract shall be new and free from defects for a minimum period of one (1) year from date of final acceptance by the City Council. Should problems or trouble develop during this warranty period due to faulty workmanship, material, or equipment, the Contractor shall furnish all necessary materials and labor to correct the problem or trouble without additional cost to the Owner. Replace at no expense to the Owner, equipment or material damaged during storage or handling.
- E. Materials, equipment, and components to be added to the existing panelboards and other equipment shall be new, from the original manufacturer, or certified replacements from the original manufacturer. Exceptions shall be specifically approved by engineering and maintenance in cases where certified replacements are not available. In these cases, the components shall be tested and labeled by a NETA certified 3rd party testing firm (not by the vendor).
- F. Equipment furnished by the Contractor that is intended to interrupt fault current shall have an interrupting rating not less than the nominal circuit voltage and the current that is available at the line terminals of the equipment (CEC 110.9). Available fault current shall be determined by field investigation unless specified by the Engineer. Do not match existing without field verification as some existing equipment may not be properly rated. Existing underrated equipment that is discovered must be upgraded. Report this condition to the Engineer.
- G. Provide properly rated and properly set devices where adjustments are available. Settings shall be coordinated with upstream and downstream devices. Adjustable devices are usually factory set at minimum values that may not be appropriate.
- H. Contractor shall be responsible for all cutting and patching related to electrical work, unless noted or directed otherwise.
- I. The existing conditions shown on the drawings have been prepared from record drawings and visual review of the job site. The existing work within the slab, in the walls and

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inaccessible ceiling spaces has not been reviewed and hence is not indicated on the drawings. During demolition and new construction, the Contractor shall verify existing conditions and work done by others which affects this contract. The Contractor shall report to the Engineer any conflict between existing and new work.

- J. All electrical work and materials shall comply with the 2019 California Electrical Code which is the 2017 National Electrical Code with 2019 California amendments, and all other applicable state and local codes, including seismic requirements.
- K. Contractor represents that he has made a thorough examination of the site of the work and all existing conditions and limitations, and that he has examined all of the drawings and specifications in complete detail and has determined beyond doubt that the drawings and specifications are sufficient, adequate and satisfactory for the construction of the work under the contract.

1.04 SCOPE OF WORK

- A. The scope of work shall be as indicated on the drawings and specified herein and include materials, equipment, fabrication, installation, and tests in conformity with applicable codes and authorities having jurisdiction.
- B. Scope of work includes addition to / or modification of existing building fire alarm system as required by the Contra Costa County Fire Protection District. Coordinate with requirements with Division 21 00 00.
- C. Electrical Work Not Included
 - 1. Temporary light and power.
 - 2. Furnishing and setting of motors under the sections corresponding to equipment that have motors.
- D. Quality Assurance
 - 1. All equipment and accessories shall be the products of a manufacturer regularly engaged in their manufacture.
 - 2. Supply all equipment and accessories new, free from defects and listed by Underwriters' Laboratories, Inc., and bearing its label.
 - 3. All items of a given type shall be the products of the same manufacturer.
- E. Submittals
 - 1. Submit in electronic format for review.
 - 2. Manufacturer's name, brand name and catalog reference of equipment supplied.
 - 3. Detailed description of items supplied, including specifications, performance characteristics, materials, wiring diagrams, and schedules.

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1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Equipment shall be shipped in its original packages to prevent damaging or entrance of foreign matter. All handling and shipping shall be performed in accordance with manufacturer's recommendations. Provide protective coverings during construction.
- B. Replace at no expense to Owner, equipment or material damaged during storage or handling, as directed.
- C. All items shall be tagged with a weatherproof tag identifying equipment by name and purchase order number. Packing and shipping lists shall be included.

PART 2 - PRODUCTS

2.01 RACEWAYS

- A. Conduit
 - 1. Rigid steel: Full weight pipe, galvanized, threaded, minimum diameter 3/4-inch except as noted.
 - 2. Electrical metallic tubing (EMT): Thin wall pipe, galvanized, threadless, minimum diameter 3/4-inch except as noted.
- B. Conduit Fittings
 - 1. Rigid conduit: Steel or malleable iron, galvanized.
 - 2. Zinc die cast fittings: Not permitted.
 - 3. EMT: Compression type; no set screw fittings shall be allowed. Connectors shall be insulated type.
 - 4. Flexible metallic conduit: Angle wedge type with insulated throat.
 - 5. Bushings: Metallic insulated type, weatherproof or dust-tight installations; liquid-tight with sealing ring and insulated thread.
 - 6. Exposed at interior locations: Surface raceway type by Legrand or approved equal.
- C. Boxes
 - 1. Outlet boxes and junction boxes: Unless otherwise noted or required by construction, devices or wiring are as follows:
 - a. Above ceiling: Stamped steel, 4 inches square or octagon, 2-1/8 inch deep minimum.
 - b. In wall: 4 inches square, 2-1/8 inch deep with raised covers and fixture studs where required. Through-the-wall type: Not permitted.

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- c. Surface at interior locations: Surface raceway type by Legrand or approved equal.
- d. Boxes without fixture or device: Provide with blank cover.
- e. Cast aluminum with gasket cover at exterior locations.

2.02 600 VOLT WIRE AND CABLE

- A. All conductors shall be copper, no aluminum.
- B. Conductors
 - 1. Type THHN/THWN, unless otherwise noted, stranded copper. Minimum conductor size no. 12, unless otherwise noted.
 - 2. Color coding: as per code. Overlap conductors with color type (minimum length 6 inches), in accessible locations.
 - 3. Terminations, splices and taps
 - a. Copper conductors no. 10 and smaller: Compression type or twist-on, spring-loaded connectors and clear nylon insulated covering.
 - b. Copper conductors no. 8 and larger: Mechanical bolted pressure of hydraulic compression type using manufacturer's recommended tooling.
 - c. Cable lugs and connectors: Compression type of same metal as conductor to match cables with marking indicating size and type.

2.03 CIRCUIT BREAKERS – INSTALLED IN EXISTING EQUIPMENT

- A. Shall be compatible with the existing equipment and of the same manufacturer as the existing equipment.
- B. Shall have fault current interrupting rating equal to or greater than that of the equipment the circuit breaker(s) is being installed in.

2.04 GROUNDING

- A. All receptacle ground shall be accomplished as follows: Receptacles shall be grounded with a #12 copper ground wire run to the receptacle from the ground bus in the panelboard.

2.05 FIRESTOP AND FIREPROOFING

- A. Conduits and cables passing through fire rated walls and floors: Provide firestops and fireproofing in accordance with Underwriters' Laboratories, Inc. 2019 Fire Resistance Directory based on the size and quantity of penetration and fire rating requirements of the walls and floors in accordance with architectural drawings. System numbers indicated below are from Underwriter's Laboratories, Inc. 2019, and Fire Resistance Directory.

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1. Metal conduit through fire rated framed wall of 1- and 2-hour construction: System No. WL 1054.
- B. All materials shall have California State Fire Marshal listing numbers.

PART 3 - EXECUTION

3.01 GENERAL

- A. Drawings are diagrammatic and indicate general arrangement of systems and work. Coordinate and follow drawings in laying out work and check drawings of other trades to verify space conditions. Maintain headroom and space conditions. Verify locations of outlets and switches in finished rooms with architectural drawings of interior details and finish. In locating outlets and outlet boxes, allow for overhead pipes, ducts and mechanical equipment, if any, variations in fireproofing and plastering, window and door trim, paneling, suspended ceilings. Correct any inaccuracies resulting from failure to coordinate work without expense to Owner. Coordinate work with existing conditions and with Owner's purchased Trellis System.
- B. Secure all supports to the building structure. Install equipment, rigid and secure, plumb and level and in true alignment with related and adjoining work. No welding of electrical materials for attachment or support is permitted.
- C. Set boxes square and true with building finish. Install wall and switch outlets in advance of furring and fireproofing. Secure to building structure.
- D. Junction and pull boxes: Provide pull boxes as indicated, where required by code, and wherever necessary to facilitate pulling of wires. Coordinate box locations with other trades. Junction and pull boxes shall be accessible. Where required, provide code-sized access panels. Coordinate location, design and finish of access panels with Engineer. Coordinate access panel locations with other trades.
- E. Maintain continuous operation of existing facilities as required. Provide necessary temporary connections between new and existing work.
- F. Temporary shut-downs of existing services in accordance with project specifications.
- G. Connect new work to existing work in a neat and acceptable manner. Restore disturbed work to original condition including maintenance of wiring continuity as required.
- H. Removal and relocation of existing work:
1. Disconnect, remove or relocate electrical material, equipment and other work noted or required by removal or changes in existing construction.
 2. Provide new material and equipment required for relocated equipment.
 3. Disconnect load and line end of conductors feeding existing equipment.
 4. Remove conductors from existing raceways to be rewired.

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5. Cut and cap conduits flush with floor or behind walls and ceilings.
 6. Dispose of all removed raceways and wire and electrical equipment.
 7. Existing conditions: All removed outlets and fixtures shall have their wiring pulled back to the nearest junction box and terminated at the box.
- I. Run conduits concealed, except as indicated. Run parallel or at right angles to walls when exposed and concealed. Install conduits as follows:
1. No conduit within 3 inches of hot water pipes or appliances, except crossings where conduit shall be at least 1 inch from pipe cover.
 2. Conduits: continuous from outlet to outlet, from outlets to cabinets, junction or pull boxes, secured to all boxes so that each system is electrically continuous from service to outlets. Provide terminations of conduits with lock nut and insulated bushing.
 3. Conduit supports: wall brackets, ceiling trapeze, strap hangers or pipe straps, secured to building structure, by means of toggle bolts on hollow masonry units, expansion shields or inserts in concrete. Machine screws on metal surfaces and wood screws on wood construction. Nails, rawls, cut conduit ends square, ream smooth. Paint male threads of field threaded raceways with graphite base pipe compound. Draw up tight with raceway couplings. Suspended conduits and single conduit shall be supported from threaded hanger rods. Multiple conduits shall be supported from trapeze hangers. Provide seismic bracing as required by code.
 4. Leave wires sufficiently long to permit final connections in raceways over 10 feet in which wiring is not installed, furnish fish wire.
 5. EMT: Use EMT in concealed locations. Surface/exposed conduits above 8 feet indoor where approved by the Engineer or as noted on plan.
 6. Rigid steel: use for exposed installation indoor below 8 feet where approved by the Engineer and all outdoor locations.
 7. Conduits shall have independent support and not be supported from ceiling hanger wire system. Hanger wires for supporting suspended conduits are not allowed.
- J. Support junction and pull bull boxes independently to building structure with no weight bearing on raceways.
- K. Seismic
1. All installations shall meet applicable regulations for seismic bracing.
- L. Fireproofing
1. Seal all fire wall penetrations using state fire marshal approved sealing compound.
- M. Identification of circuits and devices

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1. Provide on all device faceplates to indicate panel name and circuit number to which the device is connected.
2. Labels shall be engraved plastic with 1/4" high lettering and shall be epoxy glued to device.
3. Provide white background with black lettering for devices connected to normal power system and white background with red lettering for devices connected to emergency power system.
4. Handwrite with felt pen on the inside of the blank cover to identify the panel name and circuit number contained in the junction boxes.

N. Operation and Adjustments

1. Upon completion of electrical work and adjustment of equipment, operate to demonstrate that equipment functions electrically in the manner required. All operations shall be completed prior to final review and acceptance. Submit test results.

O. Clean-up and Disposal

1. At frequent intervals during and upon completion of the work, the Contractor shall clear from the buildings and site all disused materials, tools, equipment and debris and leave the area in a clean, acceptable condition as approved.

P. As-built Drawings

1. Maintain complete set of record electrical drawings indicating all work installed differently from original Contract Drawings.
2. At the end of the project, transfer all changes to electronic AutoCAD files. The Engineer will provide the Contractor with electronic AutoCAD files of the electrical drawings. Mark drawings "as-built drawings" dated and signed by the Contractor.
3. Submit hard copies and CD containing as-built AutoCAD files to the Owner per Division 01.

Q. Schedule

1. Plan work in advance.
2. The approval process of fire life safety drawings may take several weeks. Coordinate scheduling and planning with the overall project schedule.

END OF SECTION

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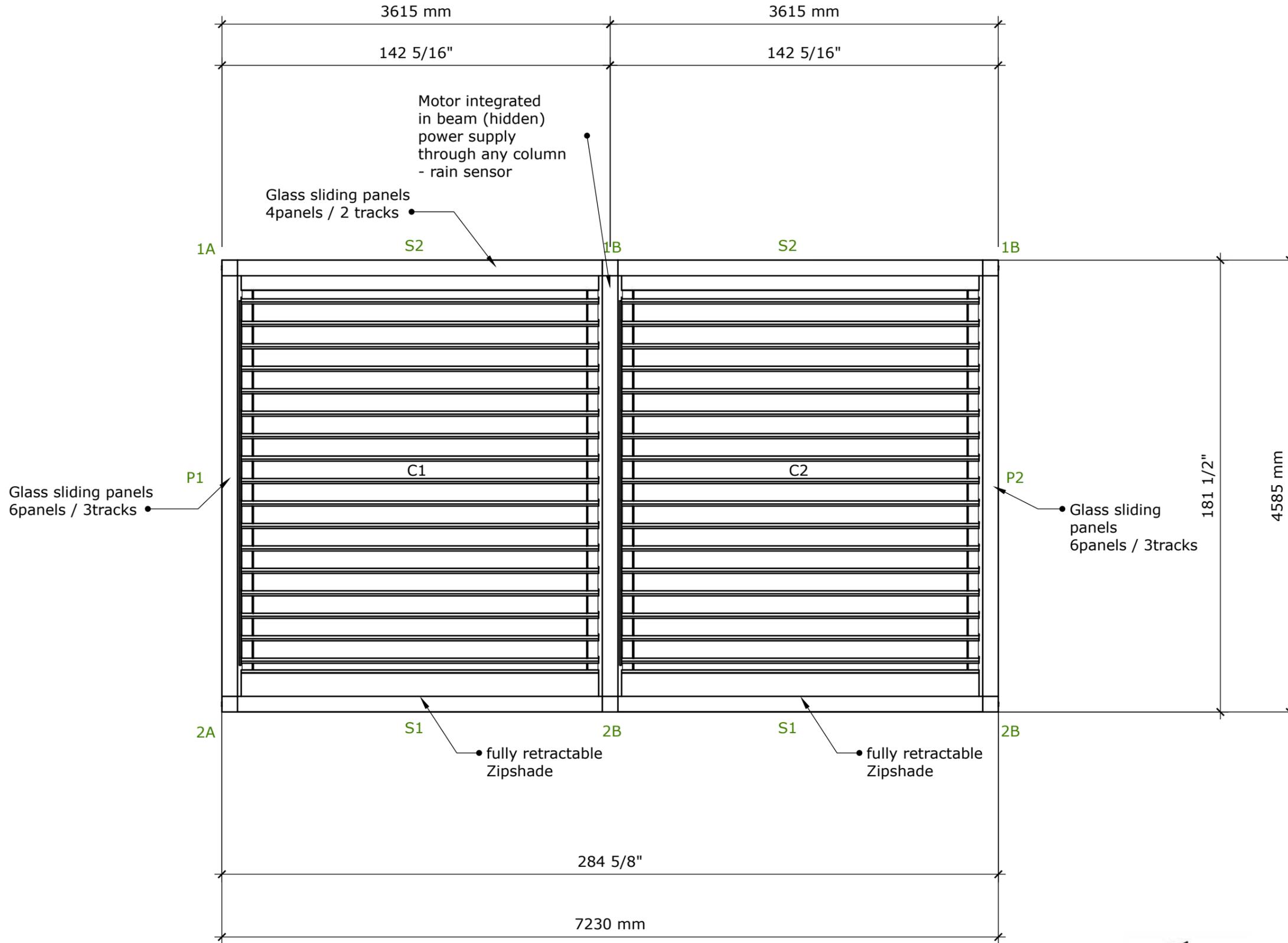
APPENDIX A

Trellis Plans and Shop Drawing

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Floorplan



TBS Design Gallery

Reference: Lafayette Library

C1 Pivot 181 1/2"
Span 145"
PH 93"

C2 Pivot 181 1/2"
Span 139"
PH 93"

TOTAL Span 284 5/8"

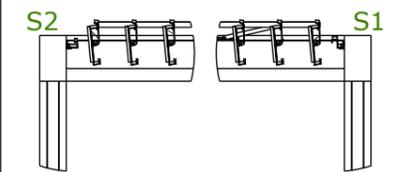
Framework - Column:
029/73223 - TIGER RAL7006
FINE TEXTURE

Blade: 029/73223 - TIGER
RAL7006 FINE TEXTURE

Fixscreen: N-3006 - NATTE
4503 3006 CHARC-BRONZE
CONFECTION SIDE 1

Motor position: PM

Blade rotation: Sunprotection



Protecto: C1 P1/PM
C2 PM/P2

Mounting bases:

C1 1A: reinf. visible corner
1B: reinf. visible corner
2A: reinf. visible corner
2B: reinf. visible corner

C2 2A: reinf. visible corner
2B: reinf. visible corner

Drainage:

C1 1A: Pivot (66mm)
2A: Pivot (66mm)

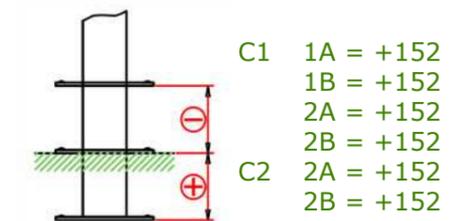
C2 1B: Pivot (66mm)
2B: Pivot (66mm)

REVISION DATE :
4/22/22 - MM

Size DIN A3
Scale 1:40



Creating healthy spaces





TBS Design Gallery

Reference: Lafayette Library

- C1** Pivot 181 1/2"
Span 145"
PH 93"
- C2** Pivot 181 1/2"
Span 139"
PH 93"

TOTAL Span 284 5/8"

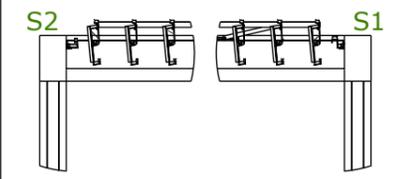
Framework - Column:
029/73223 - TIGER RAL7006 FINE TEXTURE

Blade: 029/73223 - TIGER RAL7006 FINE TEXTURE

Fixscreen: N-3006 - NATTE 4503 3006 CHARC-BRONZE CONFECTION SIDE 1

Motor position: PM

Blade rotation: Sunprotection



Protecto: C1 P1/PM
C2 PM/P2

Mounting bases:

- C1** 1A: reinf. visible corner
1B: reinf. visible corner
2A: reinf. visible corner
2B: reinf. visible corner
- C2** 2A: reinf. visible corner
2B: reinf. visible corner

Drainage:

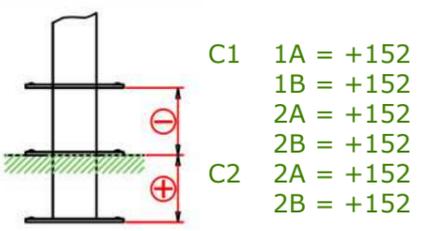
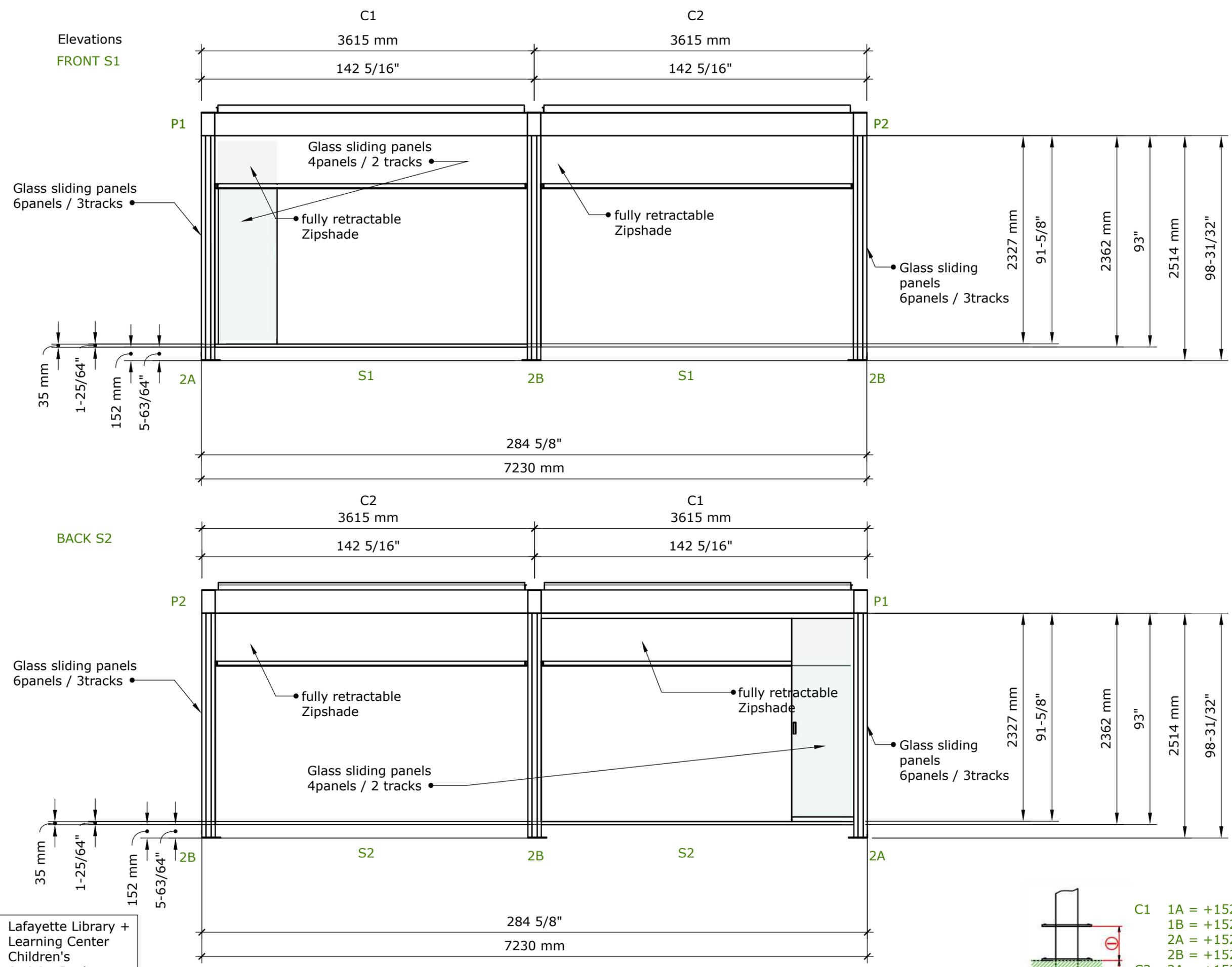
- C1** 1A: Pivot (66mm)
2A: Pivot (66mm)
- C2** 1B: Pivot (66mm)
2B: Pivot (66mm)

REVISION DATE :
4/22/22 - MM

Size DIN A3
Scale 1:40



Creating healthy spaces



Lafayette Library + Learning Center Children's Activity Deck Remodel Trellis Shop Drawings

Elevations



TBS Design Gallery

Reference: Lafayette Library

- C1** Pivot 181 1/2"
Span 145"
PH 93"
- C2** Pivot 181 1/2"
Span 139"
PH 93"

TOTAL Span 284 5/8"

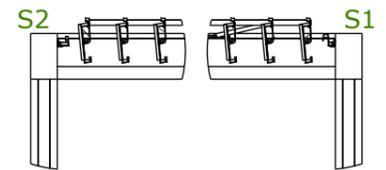
Framework - Column:
029/73223 - TIGER RAL7006
FINE TEXTURE

Blade: 029/73223 - TIGER
RAL7006 FINE TEXTURE

Fixscreen: N-3006 - NATTE
4503 3006 CHARC-BRONZE
CONFECTION SIDE 1

Motor position: PM

Blade rotation: Sunprotection



Protecto: **C1** P1/PM
C2 PM/P2

Mounting bases:

- C1** 1A: reinf. visible corner
1B: reinf. visible corner
2A: reinf. visible corner
2B: reinf. visible corner
- C2** 2A: reinf. visible corner
2B: reinf. visible corner

Drainage:

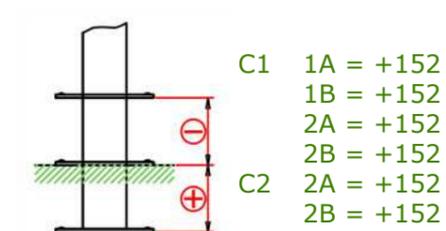
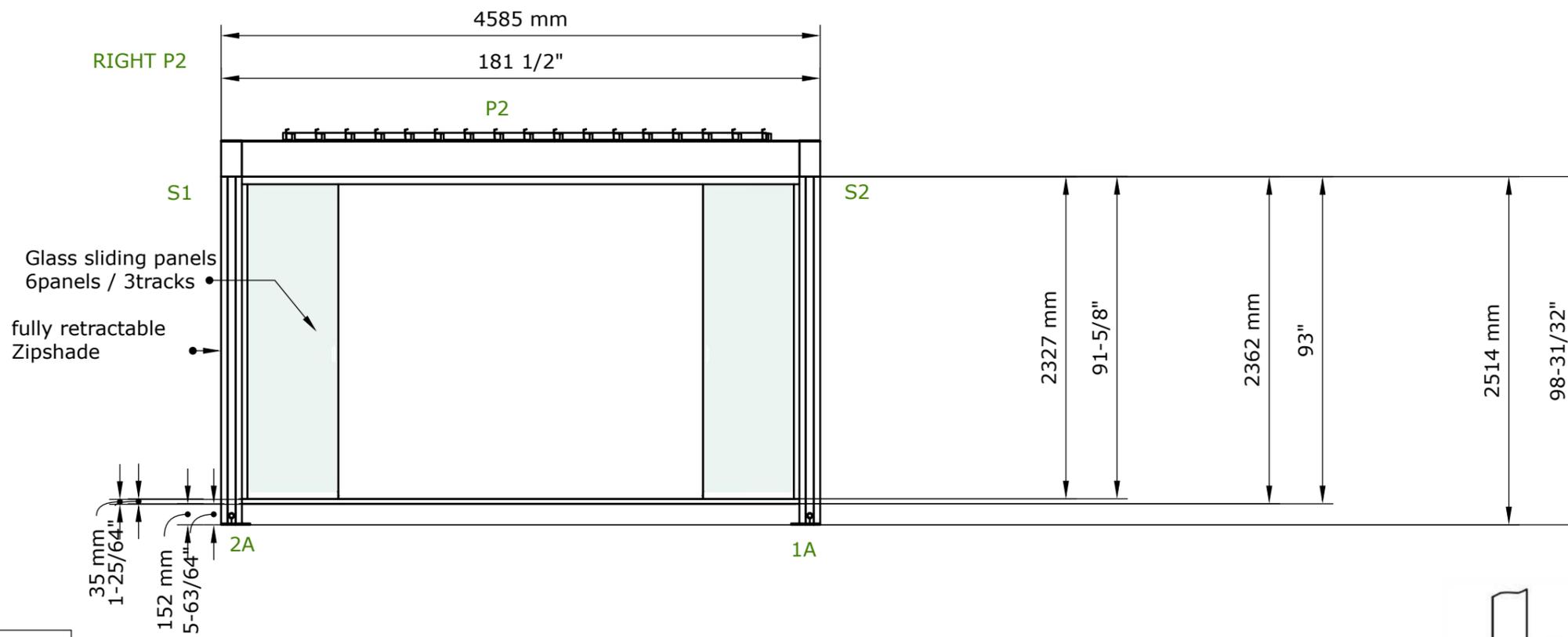
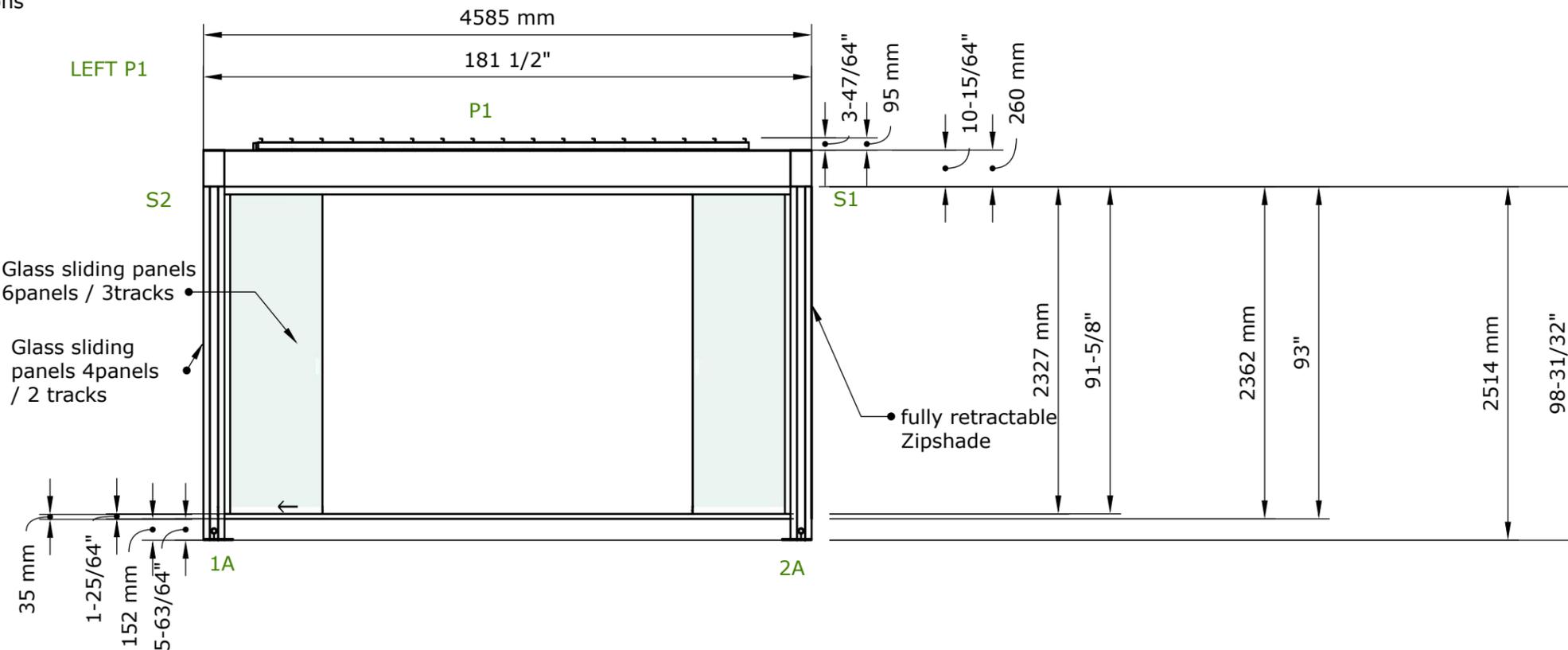
- C1** 1A: Pivot (66mm)
2A: Pivot (66mm)
- C2** 1B: Pivot (66mm)
2B: Pivot (66mm)

REVISION DATE :
4/22/22 - MM

Size DIN A3
Scale 1:40



Creating healthy spaces





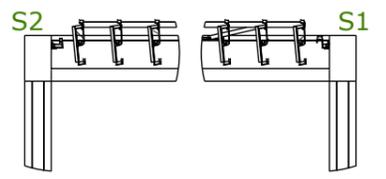
TBS Design Gallery

Reference: Lafayette Library

- C1** Pivot 181 1/2"
Span 145"
PH 93"
- C2** Pivot 181 1/2"
Span 139"
PH 93"

TOTAL Span 284 5/8"

Framework - Column:
029/73223 - TIGER RAL7006 FINE TEXTURE
Blade: 029/73223 - TIGER RAL7006 FINE TEXTURE
Fixscreen: N-3006 - NATTE 4503 3006 CHARC-BRONZE CONFECTION SIDE 1
Motor position: PM
Blade rotation: Sunprotection



- Protecto:** C1 P1/PM
C2 PM/P2
- Mounting bases:**
- C1** 1A: reinf. visible corner
1B: reinf. visible corner
2A: reinf. visible corner
2B: reinf. visible corner
 - C2** 2A: reinf. visible corner
2B: reinf. visible corner

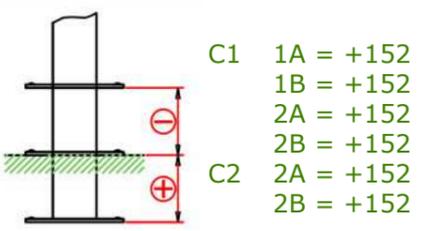
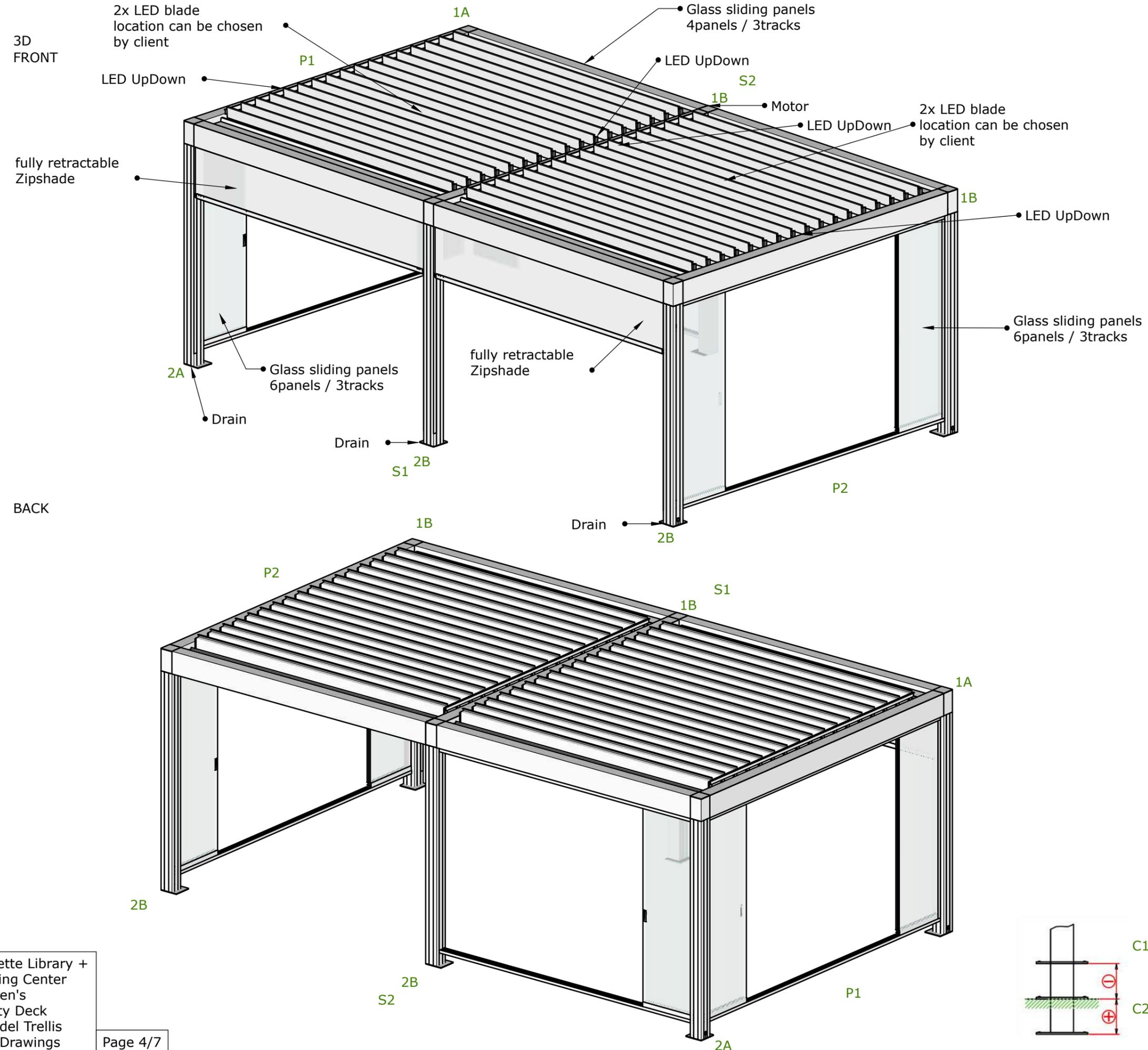
- Drainage:**
- C1** 1A: Pivot (66mm)
2A: Pivot (66mm)
 - C2** 1B: Pivot (66mm)
2B: Pivot (66mm)

REVISION DATE :
4/22/22 - MM

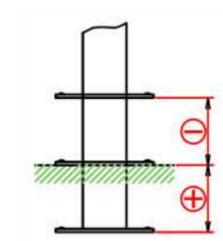
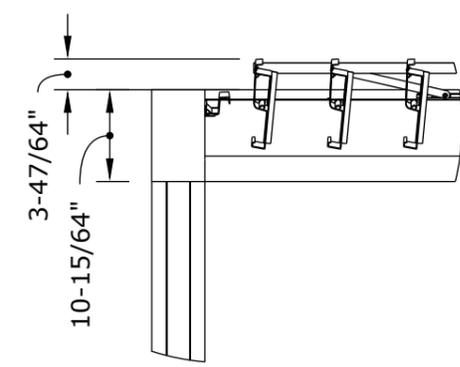
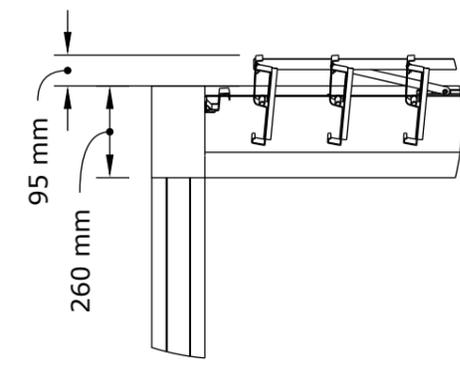
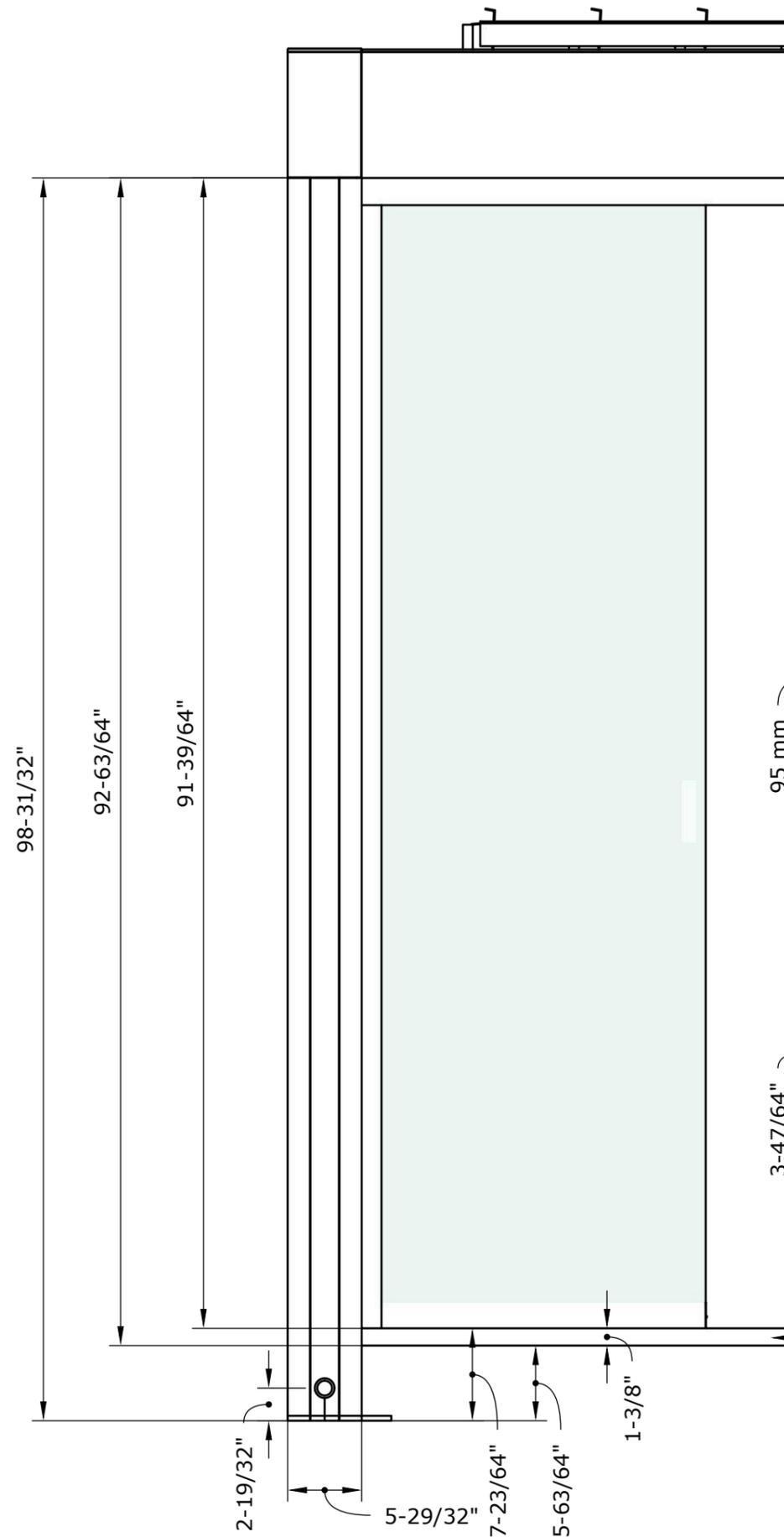
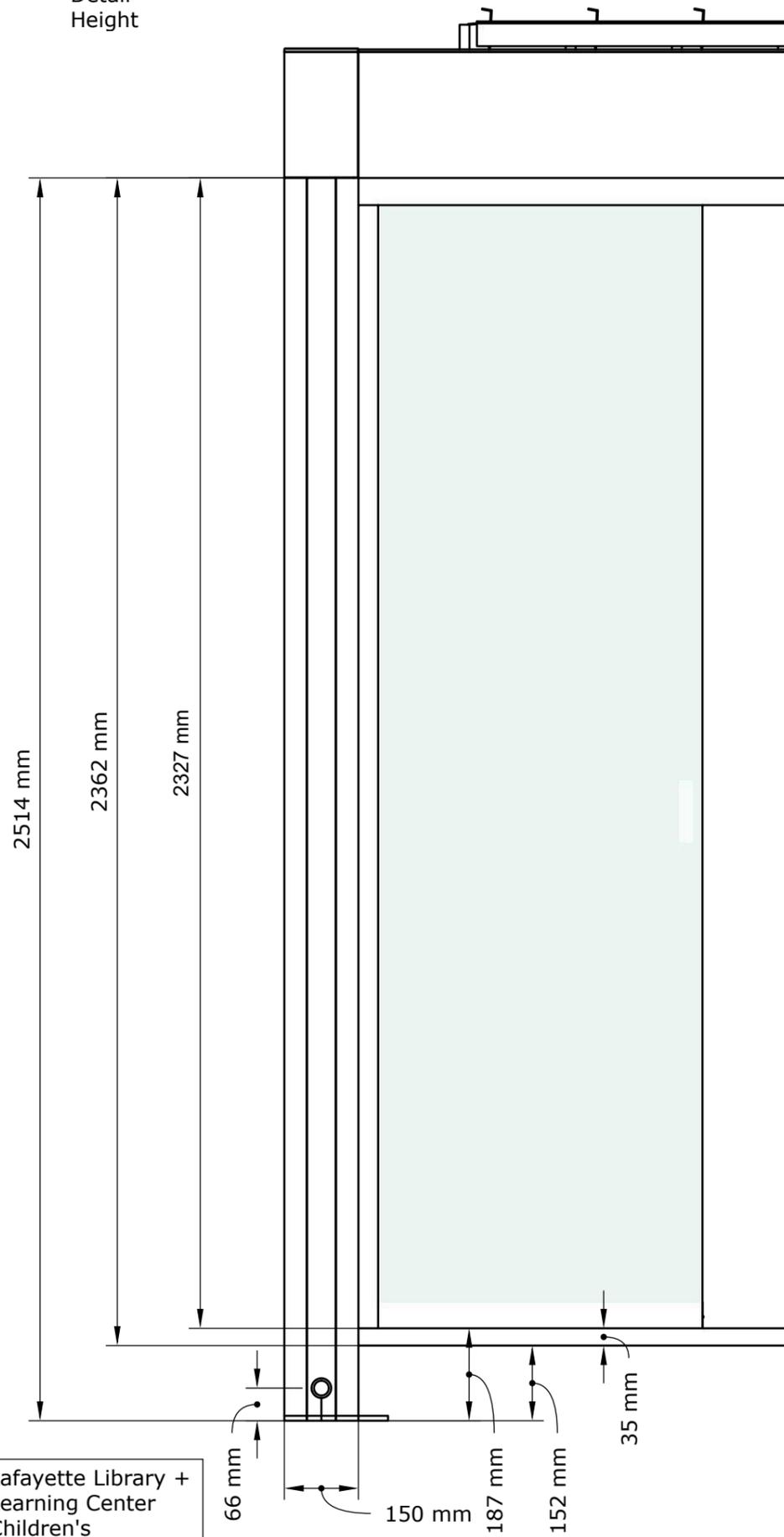
Size DIN A3



Creating healthy spaces



Detail Height



- C1 1A = +152
- C1 1B = +152
- C1 2A = +152
- C1 2B = +152
- C2 2A = +152
- C2 2B = +152



TBS Design Gallery

Reference: Lafayette Library

- C1** Pivot 181 1/2"
Span 145"
PH 93"
- C2** Pivot 181 1/2"
Span 139"
PH 93"

TOTAL Span 284 5/8"

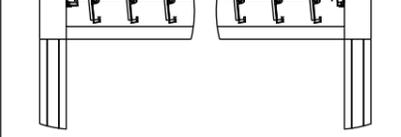
Framework - Column:
029/73223 - TIGER RAL7006 FINE TEXTURE

Blade: 029/73223 - TIGER RAL7006 FINE TEXTURE

Fixscreen: N-3006 - NATTE 4503 3006 CHARC-BRONZE CONFECTION SIDE 1

Motor position: PM

Blade rotation: Sunprotection



Protecto: C1 P1/PM
C2 PM/P2

Mounting bases:

- C1** 1A: reinf. visible corner
1B: reinf. visible corner
2A: reinf. visible corner
2B: reinf. visible corner
- C2** 2A: reinf. visible corner
2B: reinf. visible corner

Drainage:

- C1** 1A: Pivot (66mm)
2A: Pivot (66mm)
- C2** 1B: Pivot (66mm)
2B: Pivot (66mm)

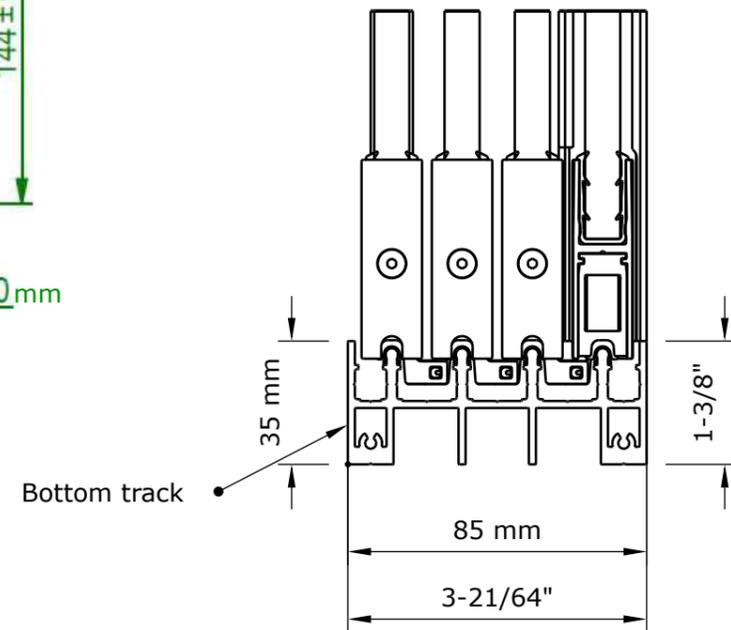
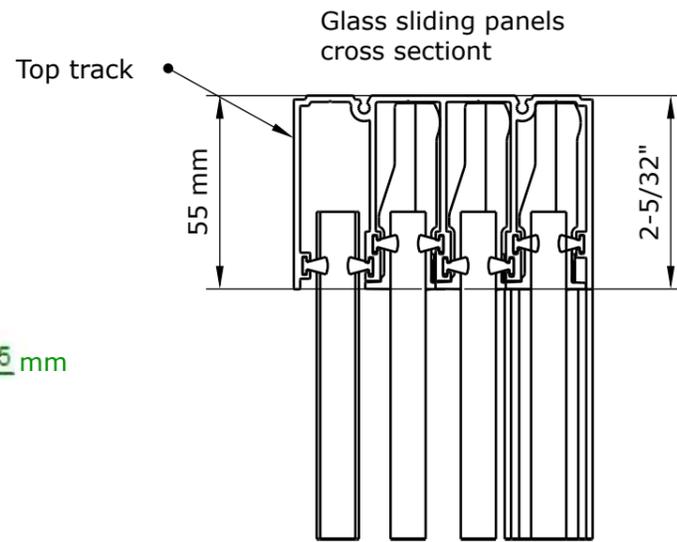
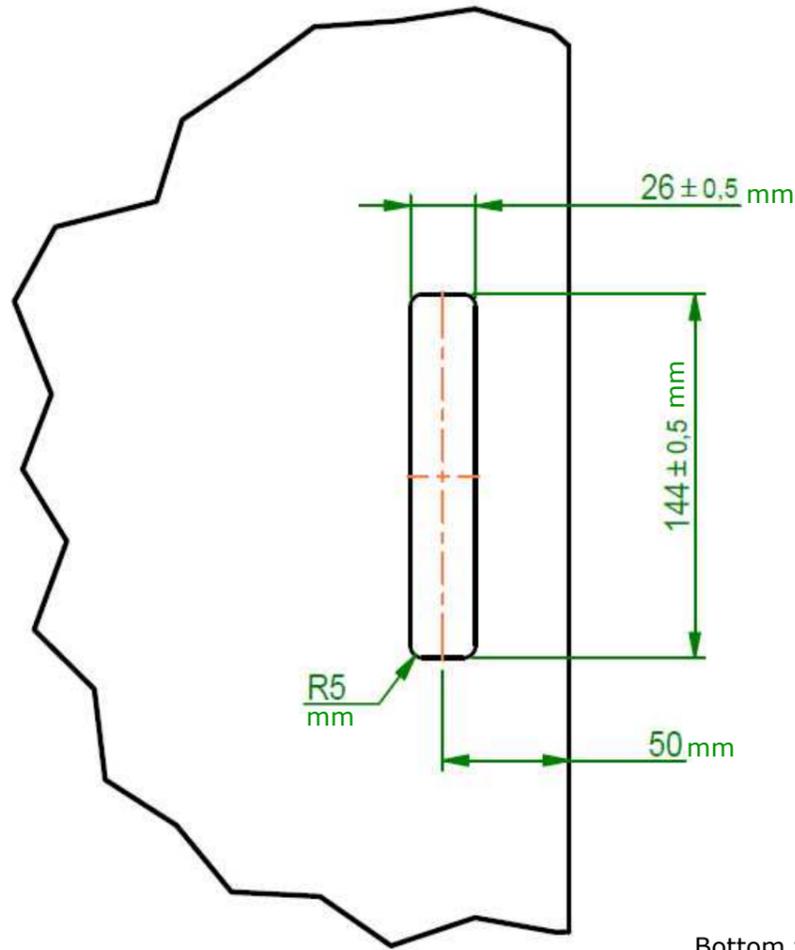
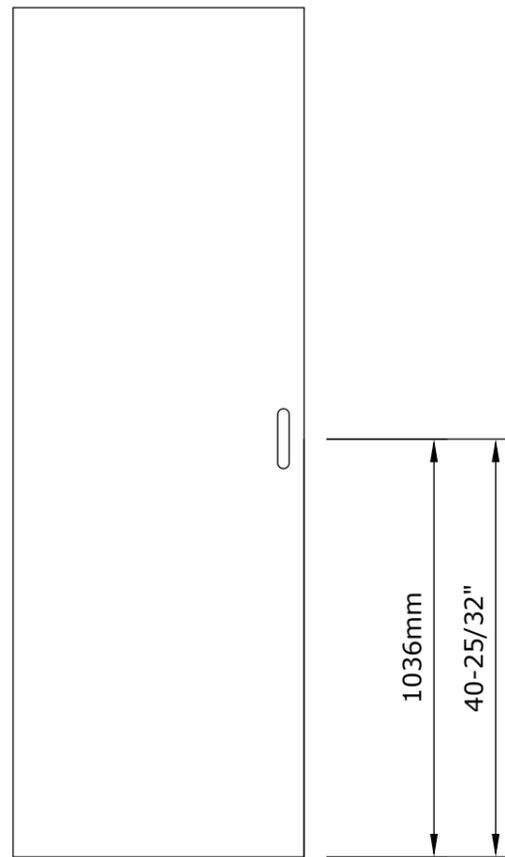
• Glass panel bottom track

Size DIN A3

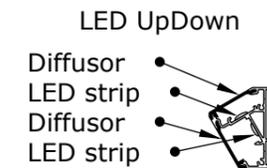
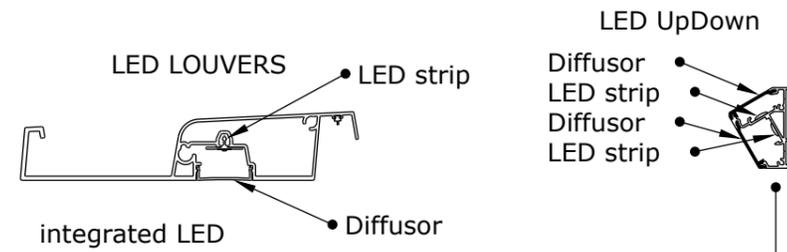
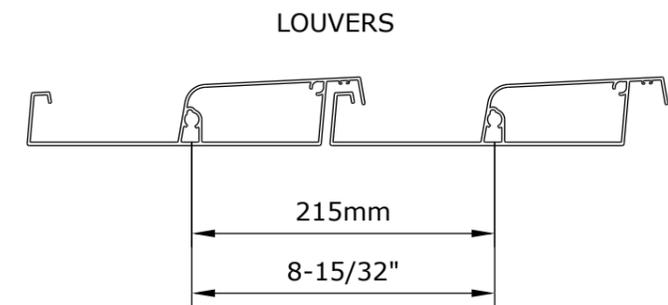
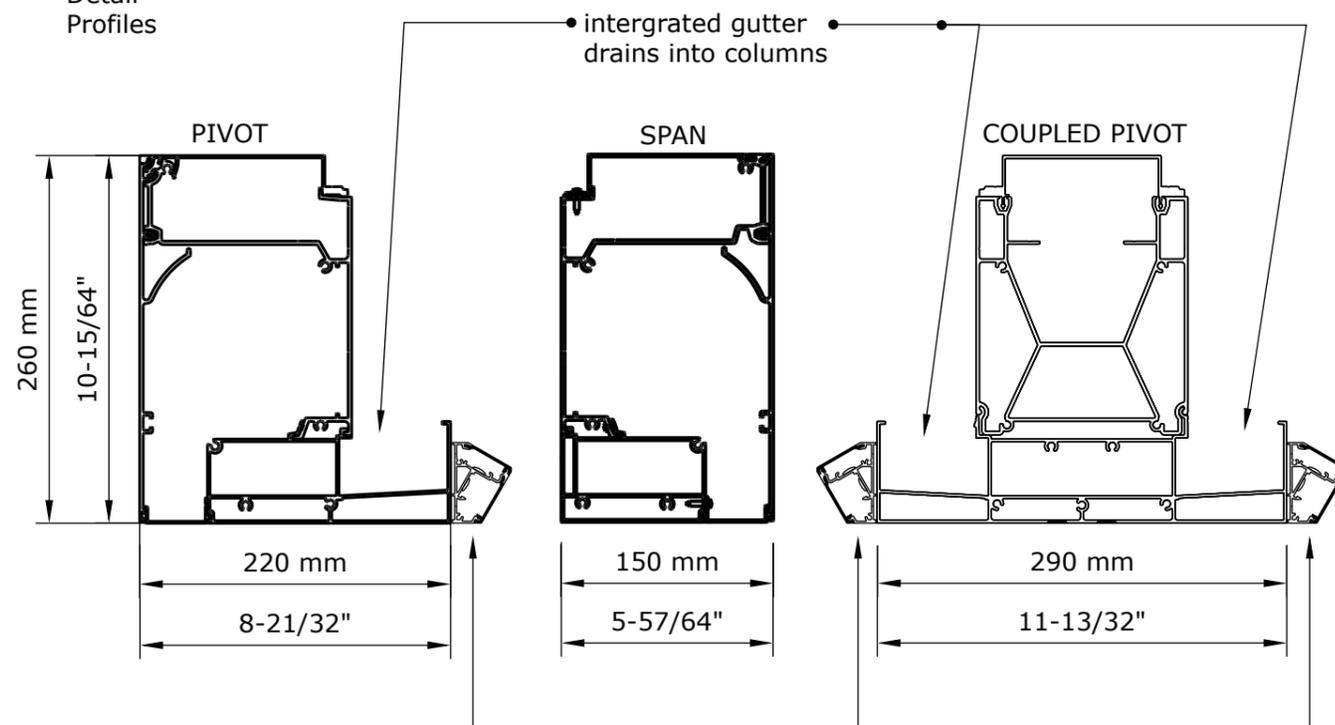


Creating healthy spaces

Detail
Glass sliding panels



Detail
Profiles



TBS Design Gallery

Reference: Lafayette Library

C1 Pivot 181 1/2"
Span 145"
PH 93"

C2 Pivot 181 1/2"
Span 139"
PH 93"

TOTAL Span 284 5/8"

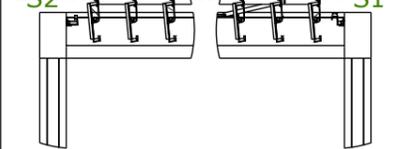
Framework - Column:
029/73223 - TIGER RAL7006
FINE TEXTURE

Blade: 029/73223 - TIGER
RAL7006 FINE TEXTURE

Fixscreen: N-3006 - NATTE
4503 3006 CHARC-BRONZE
CONFECTION SIDE 1

Motor position: PM

Blade rotation: Sunprotection



Protecto: **C1** P1/PM
C2 PM/P2

Mounting bases:

C1 1A: reinf. visible corner
1B: reinf. visible corner
2A: reinf. visible corner
2B: reinf. visible corner
C2 2A: reinf. visible corner
2B: reinf. visible corner

Drainage:

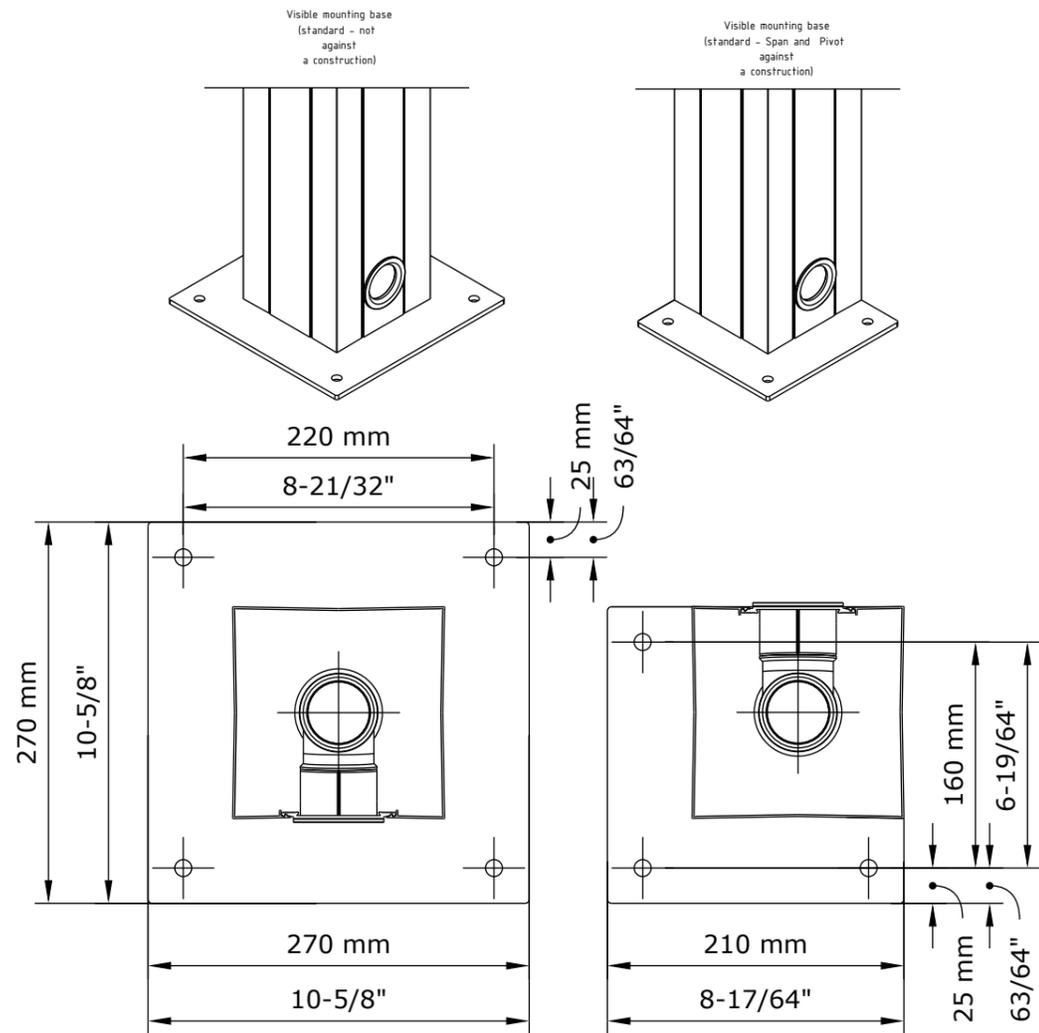
C1 1A: Pivot (66mm)
2A: Pivot (66mm)
C2 1B: Pivot (66mm)
2B: Pivot (66mm)

Size DIN A3

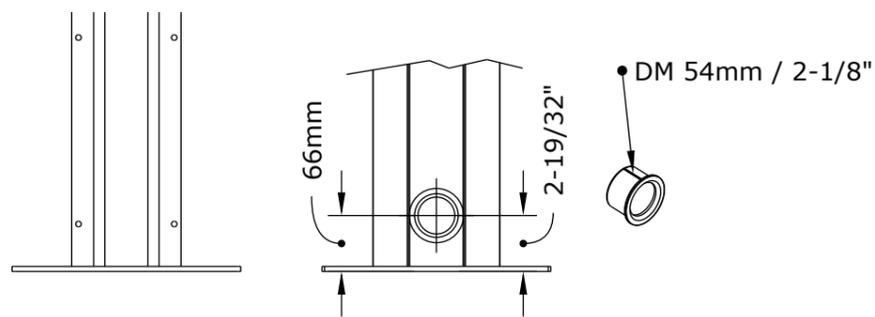


Creating healthy spaces

Detail
Mounting bases

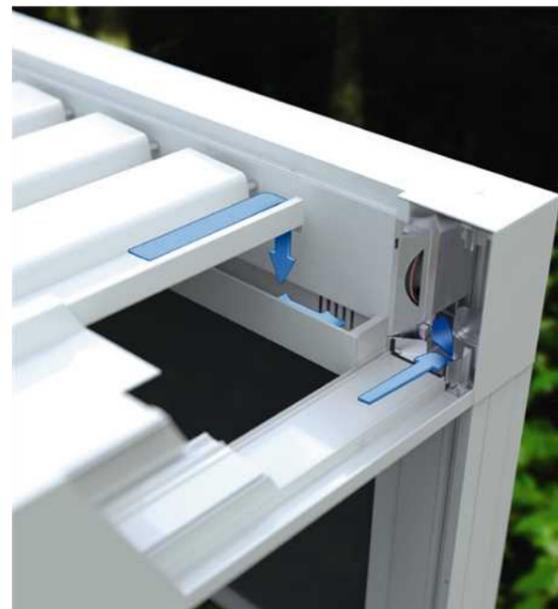
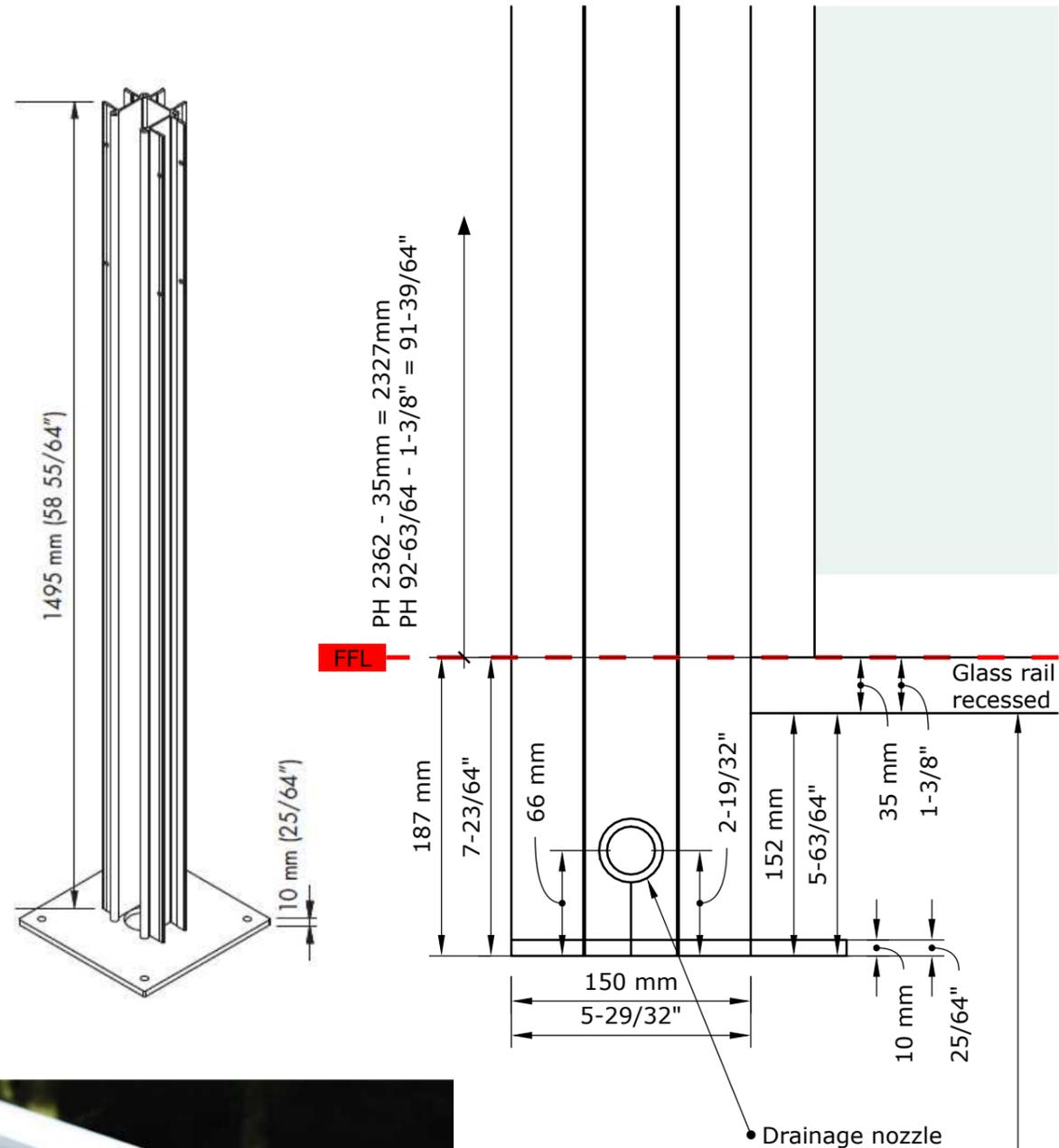


Detail
Drainage



Drainage through pitched blade,
into lateral gutter,
into beam, into column
outlet on bottom of column (nozzle)

Detail
Column overlength & Drainage



structural support below
bottom track required,
leveled installation required



TBS Design Gallery

Reference: Lafayette Library

C1 Pivot 181 1/2"
Span 145"
PH 93"

C2 Pivot 181 1/2"
Span 139"
PH 93"

TOTAL Span 284 5/8"

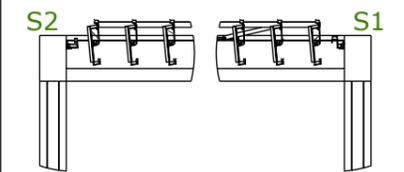
Framework - Column:
029/73223 - TIGER RAL7006
FINE TEXTURE

Blade: 029/73223 - TIGER
RAL7006 FINE TEXTURE

Fixscreen: N-3006 - NATTE
4503 3006 CHARC-BRONZE
CONFECTION SIDE 1

Motor position: PM

Blade rotation: Sunprotection



Protecto: **C1** P1/PM
C2 PM/P2

Mounting bases:

C1 1A: reinf. visible corner
1B: reinf. visible corner
2A: reinf. visible corner
2B: reinf. visible corner

C2 2A: reinf. visible corner
2B: reinf. visible corner

Drainage:

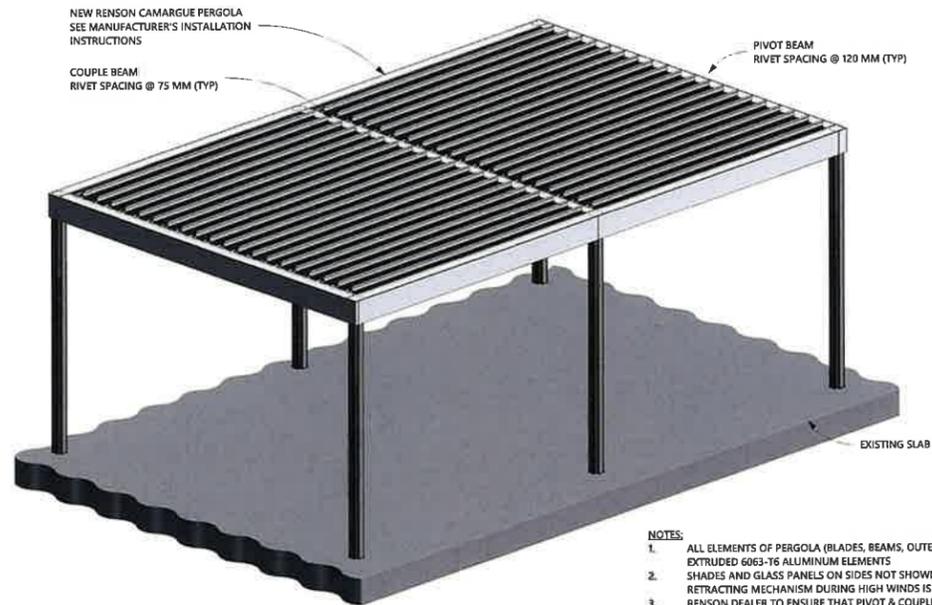
C1 1A: Pivot (66mm)
2A: Pivot (66mm)

C2 1B: Pivot (66mm)
2B: Pivot (66mm)

Size DIN A3

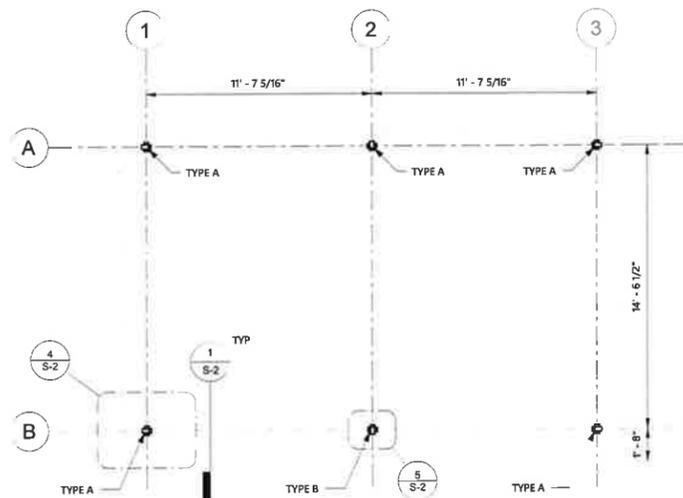


Creating healthy spaces

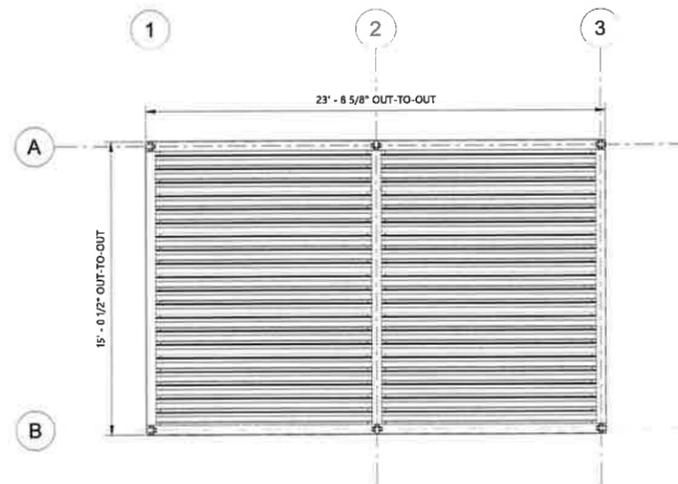


- NOTES:**
1. ALL ELEMENTS OF PERGOLA (BLADES, BEAMS, OUTER COLUMN, INNER COLUMN, CONNECTIONS) ARE PROPRIETARY EXTRUDED 6063-T6 ALUMINUM ELEMENTS
 2. SHADES AND GLASS PANELS ON SIDES NOT SHOWN FOR CLARITY. RENSON DEALER TO ENSURE AUTOMATIC SHADE RETRACTING MECHANISM DURING HIGH WINDS IS INSTALLED.
 3. RENSON DEALER TO ENSURE THAT PIVOT & COUPLE BEAMS ARE ORDERED WITH CORRECT RIVET SPACING
 4. INSTALLER TO COORDINATE WITH ARCHITECT ON INNER COLUMN ORIENTATION. "OPEN" SIDE OF C-SHAPED INNER COLUMN IS FOR RAINWATER DRAINAGE
 5. LOUVRES ARE ONLY SHOWN IN ONE BAY FOR CLARITY. LOUVRES TO BE INSTALLED IN ALL BAYS

1 CHILDREN'S DECK TRELLIS ISOMETRIC VIEW



2 CHILDREN'S DECK TRELLIS PLAN VIEW @ TOP OF SLAB
S-1 1/4" = 1'-0"



3 CHILDREN'S DECK TRELLIS PLAN VIEW @ TOP OF PERGOLA
S-1 1/4" = 1'-0"

City of Lafayette Digital
 Planning Services Division
 Zoning Clearance
 X Approved Hold Final Inspection
 By: *[Signature]*
 Date: 11/29/2021

COL APPROVED SCOPE amend the previously approved drawings under BIT20-006470. Stamps on T0.00, A1.0, A1.1, and S-1.OTC. No Holds.

GENERAL NOTES

1. DESIGN PER CALIFORNIA BUILDING CODE 2019;
 PERGOLA DEAD WEIGHT: 2077 LBS (APPROX)
 DESIGN ROOF LIVE LOAD: 12 PSF PER CODE SECTION 1607.13.2.1 (NO MAINTENANCE)
 RISK CATEGORY II
 V = 52 MPH
 EXPOSURE B
 DESIGN WIND PRESSURE: 12.9 PSF
 SITE CLASS D (ASSUMED), SEISMIC DESIGN CATEGORY D, E.L.F. PROCEDURE
 $I_p = 1.0$
 $S_1 = 0.6g$
 $S_{m1} = 0.68g$
 $S_{m2} = 1.205g$
 $R = 2$
 (INVERTED PENDULUM, ASCE 7-16 TABLE 15.4-2)
2. MATERIALS
 ALUMINUM PLATE/BAR: 6061-T6
 BOLTS/SCREWS: CLASS 12.9
3. INSTALLER TO FOLLOW ALL MANUFACTURER'S INSTRUCTIONS FOR PERGOLA
4. BASEPLATES TO RECEIVE ONE COAT OF PRIMING PAINT SUCH AS ZINC MOLYBDATE PRIMER IN ACCORDANCE WITH FEDERAL SPECIFICATION TT-P-645B (GOOD QUALITY, NO LEAD CONTENT)
5. SPECIAL INSPECTION
 POST-INSTALLED ANCHORS: SEE CBC 2019, TABLE 1705.3, ITEM 4b (CONTINUOUS)

NABIH YOUSSEF AND ASSOCIATES
 STRUCTURAL ENGINEERS
 REVIEWED FURNISH AS CORRECTED
 STRUCTURAL IMPACT TO BLDG ONLY REVISE AND RESUBMIT
 REVIEW IS ONLY FOR GENERAL COMPLIANCE WITH DESIGN CONCEPT AND CONTRACT REQUIREMENTS. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH CONTRACT DOCUMENTS, DIMENSIONS, QUANTITIES, FIT AND COORDINATION WITH OTHER WORK. REVIEW DOES NOT AUTHORIZE SUBSTITUTIONS, EXCLUSIONS AND LIMITATIONS TO CONTRACT REQUIREMENTS UNLESS SPECIFICALLY REQUESTED IN WRITING BY THE CONTRACTOR AND ACKNOWLEDGED BY THE ARCHITECT
 BY: MPG DATE: 10/25/2021



NEWPORT STRUCTURAL DESIGN
 134 S. Glassell, Suite G
 Orange, CA 92866
 949-244-5427
 www.NewportSD.com

No.	Description	Date
0	PRELIMINARY ISSUE	23 SEP 2021
1	CONSTRUCTION ISSUE	07 OCT 2021
3	PERMIT ISSUE	25 OCT 2021

CONTRA COSTA COUNTY
 BUILDING INSPECTION DIVISION
 PERMIT NUMBER
 BIT20-006470
 THESE PLANS SHALL BE SEALS IN THE PRESENCE AND ACCESSIBLE TO INSPECTORS AT ALL TIMES.
 8:36 am, Nov 30, 2021
 REVIEWED
 FOR COMPLIANCE WITH COUNTY BUILDING AND CODES, THE STAMPING OF THIS DOCUMENT SHALL NOT BE HELD TO PRESENT OR TO BE AN APPROVAL OF THE RELIABILITY OF ANY COUNTY ORDINANCE OR STATE LAW. NO CHANGES SHALL BE MADE WITHOUT AUTHORIZATION FROM THE BUILDING OFFICIAL.
 By: Alberto Chong

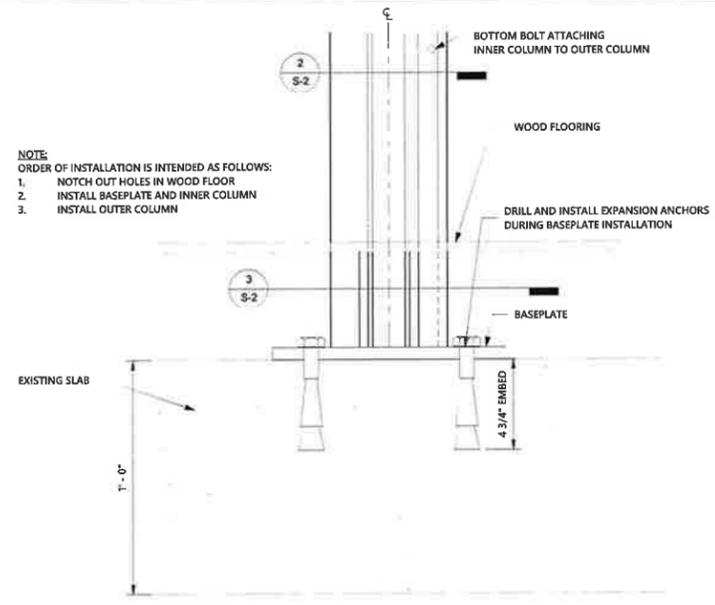
FOR REVISIONS ONLY
 SEE ORIGINAL PLANS
 FOR ADDITIONAL REQUIREMENTS
 By: Alberto Chong 8:47 am, Nov 29, 2021

Structural Reviewed
 By: Alberto Chong
 8:47 am, Nov 29, 2021

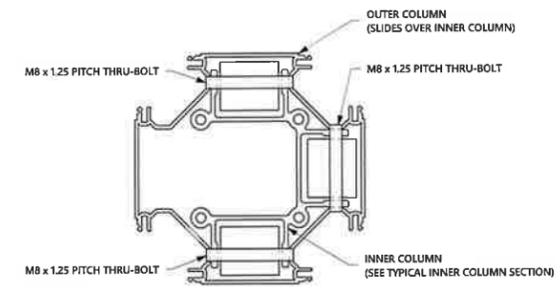
TBS
 LAFAYETTE LIBRARY + LEARNING
 CENTER TRELLIS CHILDREN'S
 ACTIVITY DECK
 3491 MT DIABLO BLVD,
 LAFAYETTE, CA 94549
 TRELLIS PLANS &
 ELEVATIONS
 Project Number: 2021-2503
 Date: 25 OCT 2021
 Engineer: M. BROWN
 S-1

10/25/2021 2:06:23 PM

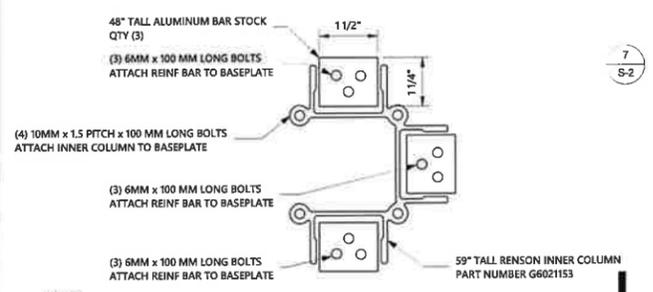
NOTE:
ORDER OF INSTALLATION IS INTENDED AS FOLLOWS:
1. NOTCH OUT HOLES IN WOOD FLOOR
2. INSTALL BASEPLATE AND INNER COLUMN
3. INSTALL OUTER COLUMN



1 LAFAYETTE CAMARGUE ANCHORAGE SECTION
S-2 3" = 1'-0"

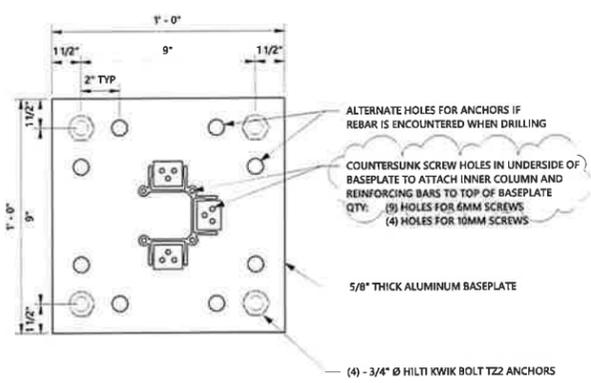


2 TYPICAL INNER COLUMN TO OUTER COLUMN CONNECTION
S-2 6" = 1'-0"

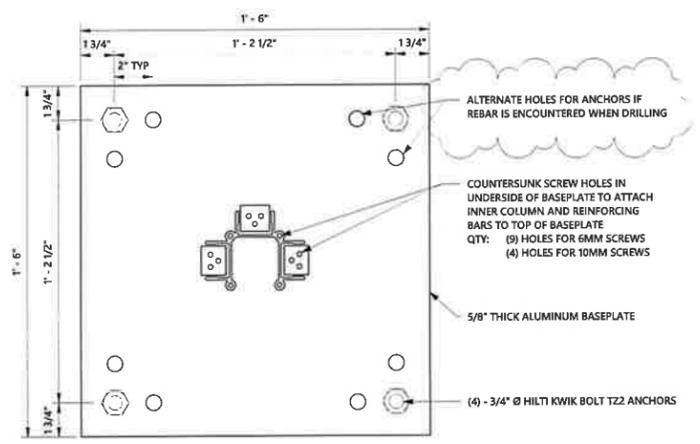


NOTES:
1. HOLES ON REINFORCING BARS AND ON RENSON INNER COLUMN TO BE TAPPED FOR FULL LENGTH OF THREADED BOLTS
2. BOLTS TO HAVE MINIMUM 80MM THREADED LENGTH. HEADS TO BE COUNTERSUNK INTO BOTTOM OF BASEPLATE
3. OUTER COLUMN NOT SHOWN FOR CLARITY

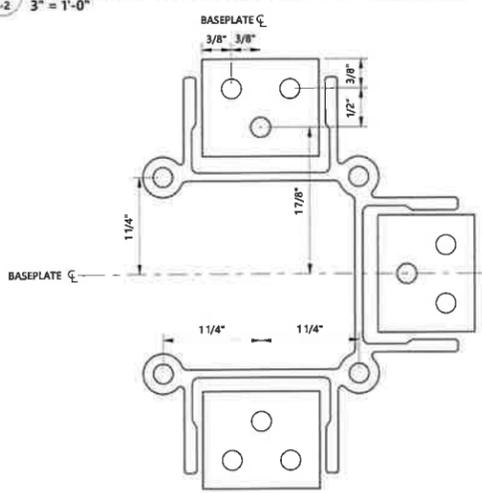
3 TYPICAL CAMARGUE REINFORCED INNER COLUMN SECTION
S-2 6" = 1'-0"



4 LAFAYETTE TYPE 'A' BASEPLATE DETAIL
S-2 3" = 1'-0"



5 LAFAYETTE TYPE 'B' BASEPLATE DETAIL
S-2 3" = 1'-0"

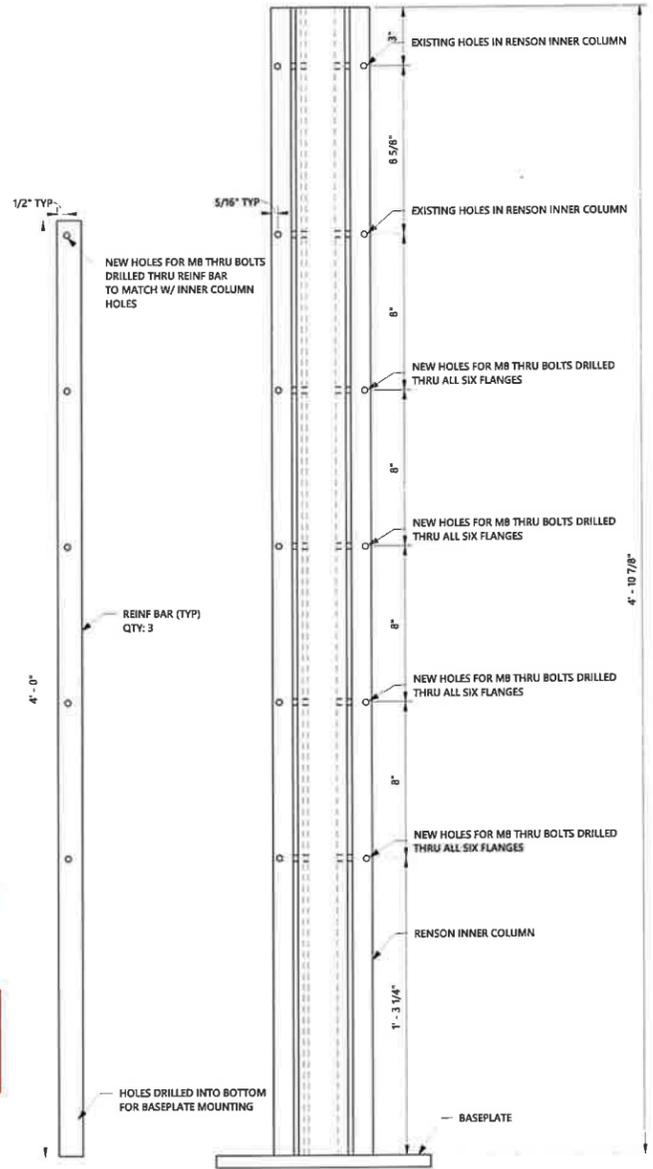


6 BASEPLATE BOLT PATTERN
S-2 12" = 1'-0"

CONTRA COSTA COUNTY
BUILDING INSPECTION DIVISION
PERMIT NUMBER:
BIT20-006470
8:36 am, Nov 30, 2021
REVIEWED
HOW COMPLIANCE WITH COUNTY REGULATIONS AND, ADDRESS THE STAMPING
OF THIS DOCUMENT SHALL NOT BE HELD TO PERMIT OR TO BE AN
APPROVAL OF THE VIOLATIONS OF ANY COUNTY ORDINANCE OR STATE
LAW. NO CHANGES SHALL BE MADE WITHOUT AUTHORIZATION FROM THE
BUILDING OFFICIAL.
By: Alberto Chong

FOR REVISIONS ONLY
SEE ORIGINAL PLANS
FOR ADDITIONAL REQUIREMENTS
By: Alberto Chong 3:47 pm, Nov 29, 2021

Structural Reviewed
By: Alberto Chong
3:27 pm, Nov 29, 2021



7 TYPICAL CAMARGUE INNER COLUMN AND REINF BAR ELEVATIONS
S-2 3" = 1'-0"



NEWPORT STRUCTURAL DESIGN
134 S. Glassell, Suite G
Orange, CA 92666
949-244-5427
www.NewportSD.com

No.	Description	Date
0	PRELIMINARY ISSUE	23 SEP 2021
1	CONSTRUCTION ISSUE	07 OCT 2021
2	REVISION	20 OCT 2021
3	PERMIT ISSUE	25 OCT 2021

TBS
LAFAYETTE LIBRARY + LEARNING
CENTER TRELLIS CHILDREN'S
ACTIVITY DECK
3491 MT DIABLO BLVD,
LAFAYETTE, CA 94549

Project Number 2021-2503
Date 25 OCT 2021
Engineer M. BROWN

S-2

10/25/2021 2:08:27 PM

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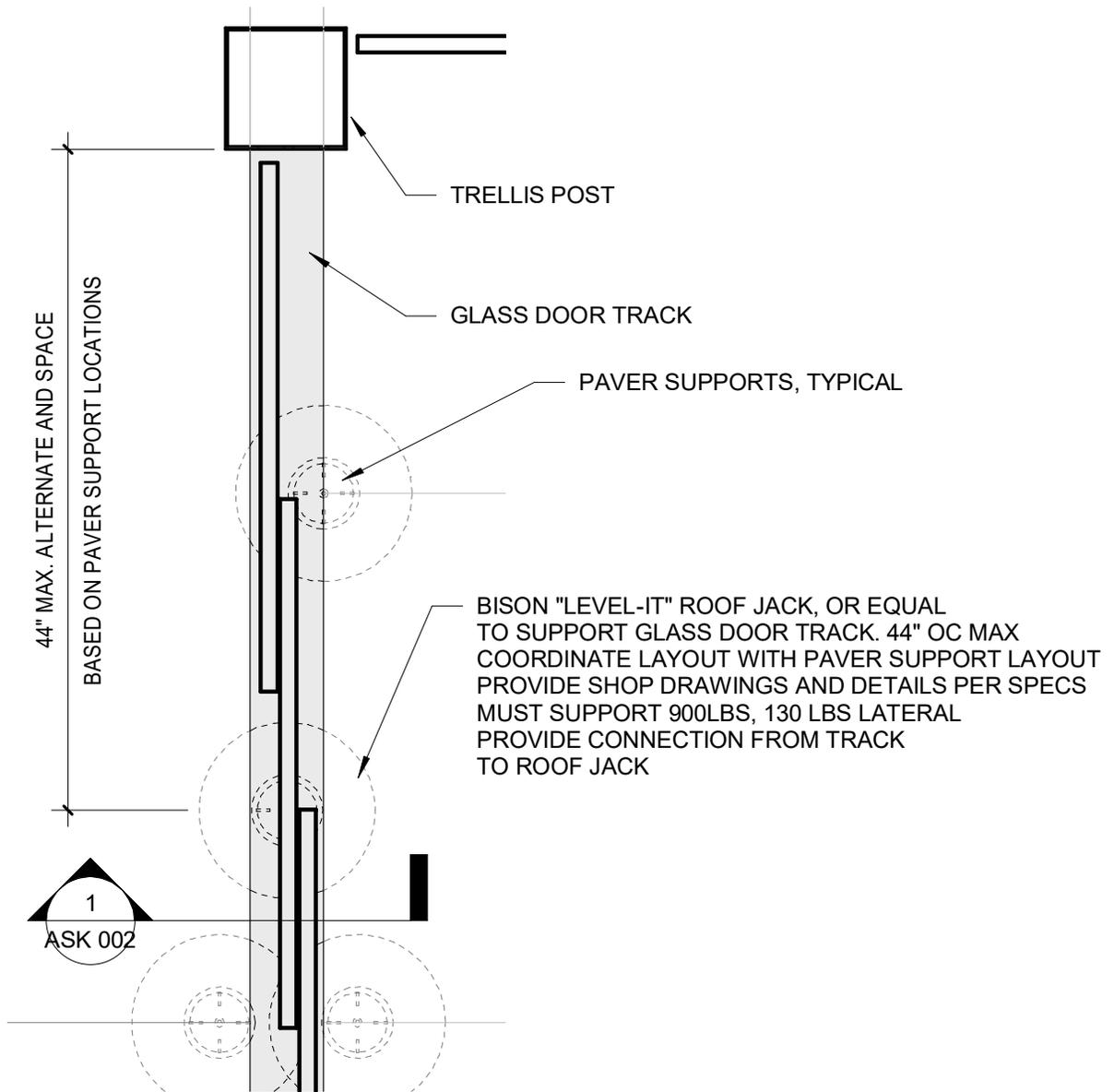
**LAFAYETTE LIBRARY & LEARNING CENTER (LLC)
CHILDREN'S ACTIVITY DECK REMODEL
3491 MT. DIABLO BOULEVARD
LAFAYETTE, CA 94549**

APPENDIX B

ASK 001 & ASK 002 – Trellis Track Support

**LAFAYETTE LIBRARY & LEARNING CENTER (LLLC)
CHILDREN'S ACTIVITY DECK REMODEL
3491 MT. DIABLO BOULEVARD
LAFAYETTE, CA 94549**

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44" MAX. ALTERNATE AND SPACE
BASED ON PAVER SUPPORT LOCATIONS

1
ASK 002

ROOF JACK / GLASS TRACK LAYOUT

SCALE: 1 1/2" = 1'-0"

1



**CHILDREN'S
ACTIVITY
DECK
REMODEL**

Project No.
037-9731

DATE

01.21.2022

SHEET TITLE

TRELLIS TRACK
SUPPORT

SHEET NO.

ASK 001

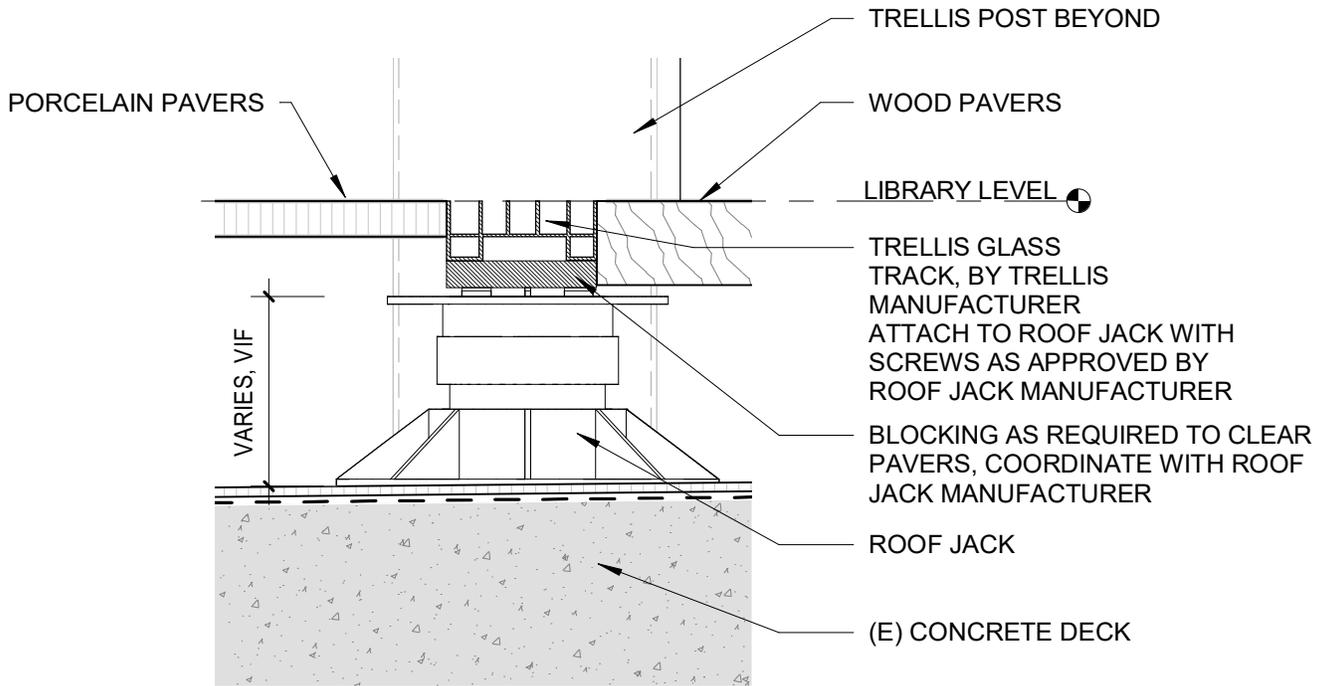
CONSULTANT PROJECT NO.

FBD #18011

SCALE

1 1/2" = 1'-0"

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GLASS DOOR TRACK SUPPORT

SCALE: 3" = 1'-0"

1



**CHILDREN'S
ACTIVITY
DECK
REMODEL**

Project No.
037-9731

DATE

01/26/22

SHEET TITLE

TRELLIS TRACK
SUPPORT

SHEET NO.

ASK 002

CONSULTANT PROJECT NO.

FBD #18011

SCALE

3" = 1'-0"

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