

SECTION 01100

SUMMARY OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes summary of Work including:
 - 1. Work Covered By Contract Documents
 - 2. Bid Items, Allowances, and Alternates
 - 3. Work Under Other Contracts
 - 4. Future Work
 - 5. Work Sequence
 - 6. Business Days and Hours
 - 7. Cooperation of Contractor and Coordination with Other Work
 - 8. Maintenance, Product Handling, and Protection
 - 9. Partial Occupancy/Utilization Requirements
 - 10. Contractor Use of Premises
 - 11. Lines and Grades
 - 12. Protection of Existing Structures and Utilities
 - 13. Damage to Existing Property
 - 14. Dust Control
 - 15. Parking
 - 16. Laydown/Staging Area
 - 17. Permits
 - 18. Punch List Verification
 - 19. Actual Damages for Violations
 - 20. Unfavorable Construction Conditions
 - 21. Construction Site Access
 - 22. Specification Data Sheets and Schedules
 - 23. Site Administration
 - 24. Products Ordered In Advance
 - 25. City of Sausalito-Furnished Products
 - 26. CEQA Mitigations
 - 27. Storm Water Pollution Program- *See Section 01500*

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work comprises **City Hall Library Renovation Project** located at **420 Litho Street, Sausalito, CA 94965**
- B. Furnish all labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents. The Work includes, but is not necessarily limited to the following:
 - 1. **Furnish and install Storefront wall and doors**
 - 2. **Install new lighting and electrical outlets**
 - 3. **Carpentry including closure of existing doors and addition of new doors**
 - 4. **Painting**
 - 5. **Minor HVAC**
- C. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents.
- D. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.
- E. Contractor's use of the premises for Work and storage is limited to the area indicated.
- F. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, etc.) at the Site.

- G. Existing materials and equipment removed and not reused as a part of the Work shall be returned to the City of Sausalito. Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated to be salvaged and reused or to remain the property of City of Sausalito. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work.
- H. Salvaged items not to be reused in the Work, but to remain City of Sausalito's property shall be delivered by Contractor in good condition to City of Sausalito. Contractor to confirm where and when to deliver these items.

Any items specified or indicated to be salvaged which are damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by Contractor in kind or with new items. Contractor may furnish and install new items instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor's property. Existing materials and equipment removed by Contractor shall not be reused in the Work, except where so specified or indicated.

1.3 BID ITEMS, ALLOWANCES, AND ALTERNATES

- A. Any Bid Item may be deleted from the Work and Contract Sum, 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 therefore.
- B. Payment of all items is subject to provisions of Contract Documents, including without limitation Section 01200 (Measurement and Payment).
- C. For all Bid Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Bid Item, or unit of Work, shall be deemed incorporated into the description of each Bid Item.
- D. Descriptions of Lump Sum Items (listed by Bid Item Numbers). Bid items are not intended to be exclusive descriptions of work categories and Bidder shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified:
 - 1. Bonds and Insurance. The lump sum price paid under this item shall be full payment for all Bonds and Insurance required by Document 00700 (General Conditions).
 - 2. Safety Plan and Programs. The lump sum price paid under this item shall be full payment for providing the Safety Plan and programs as required by Section 001540 (Site Security and Safety) and Document 00700 (General Conditions).
 - 3. Mobilization/Demobilization. The lump sum price paid under this item shall be full payment for initial mobilization at Project commencement (50% to be paid then), and cleanup and demobilization at Final Completion of Work to be completed (50% to be paid then).
 - 4. Installation, Operation, and Maintenance Manuals, Record Drawings-. The lump sum price paid under this item shall be full payment for preparation of installation, operation, and maintenance manuals.
 - 5. All Work of Contract Documents other than Work separately provided for under other Bid Items. The lump sum price paid under this item shall be full payment for all Work of Contract Documents other than Work separately provided for under other Bid Items, including cleaning, startup, and testing, submittals, and all other general conditions, general requirements, and seismic requirements.
- E. Allowances:
 - 1. Allowance work shall be done as Change Orders and as specified in Section 01250 (Modification Procedures). Identify Allowance Items (See Document 00400 [Bid Form]) work on the Progress Schedules and on Applications for Payment.
 - 2. The Amount given on Document 00400 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form.
 - 3. If the cost of work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of work actually done.
 - 4. Scope of Allowances:
 - a. []
- F. Alternates:

1.4 WORK UNDER OTHER CONTRACTS

Work at the site performed by others includes the following: []. The City of Sausalito may have contractors under separate contract performing repairs, upgrades or replacement of floor coverings, ceiling tiles, acoustic

treatments, window coverings, furniture, audio visual equipment, electrical and communications systems work at the same site as painting performed by Contractor under this contract.

1.5 FUTURE WORK

1.6 WORK SEQUENCE

- A. Construct Work in stages and at times to accommodate City of Sausalito operational requirements during the construction period; coordinate construction schedule and operations with City of Sausalito.

1.7 BUSINESS DAYS AND HOURS

- A. The City of Sausalito's Regular Business Days and hours for construction personnel, such as facilities managers, architects, inspectors, and maintenance personnel, are Monday-Friday inclusive, 8:00 a.m. – 6:00 p.m. local time.
- B. Contractor may work at the Site on weekends if it notifies City of Sausalito in writing at least 48 hours in advance. In the case of Work by Contractor after normal working hours or on weekends or holidays, Contractor shall be responsible for any additional inspection costs incurred by the City of Sausalito. Such costs may be withheld from any succeeding monthly progress payment.
- C. Contractor shall protect facilities against deleterious substances and damage.

1.8 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- A. Coordinate with City of Sausalito and any City of Sausalito forces, or other contractors and forces, as required by Document 00700 (General Conditions), paragraph 6.
- B. Contractor shall coordinate the construction schedule with the regular daily operations schedule of the City of Sausalito for minimal interruption during utility service installations/modifications. All shut-downs required to perform the work and temporary facilities/utilities to affected City of Sausalito constituencies or other projects shall be coordinated by the Contractor and included in the base scope/cost of the project for normal power service installation.
- C. Noise: Construction activities are to comply with applicable local noise ordinance and applicable Cal-OSHA regulations.
- D. Connections to Existing Facilities. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from City of Sausalito or the owning utility prior to undertaking connections.

1.9 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

- A. Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.
- B. Hazardous substance compliance: Provide City of Sausalito with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.
- C. Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.
- D. Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
- E. Protection: Protect all finished surfaces.
- F. **Asbestos Removal: If, during the progress of the Work, suspected asbestos-containing products are identified, Contractor shall stop work in the affected area and immediately notify the Owner.**
- G. Cost of maintenance of systems and equipment prior to either Substantial Completion or filing of a Notice of Completion will be considered as included in prices bid and no direct or additional payment will be made therefore.
 - 1) **Contractor is to complete, and if necessary develop, maintenance forms for each piece of major equipment installed and/or stored until project close out.**
- H. Maintenance forms, Operation and Maintenance Manuals and all related contract close-out documentation will be submitted to the City of Sausalito's Representative no more than thirty (30) days after the date of Substantial

Completion. A Notice of Completion will not be filed until all contract close-out documents are submitted and approved.

1.10 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Allow City of Sausalito to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by City of Sausalito shall not in any way evidence the completion of the Work or any part of it.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from City of Sausalito occupancy.
- D. N/A
- E. Use and occupancy by City of Sausalito prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by City of Sausalito.
- F. Prior to date of Final Acceptance of the Work by City of Sausalito, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00700 (General Conditions).
- G. Use by City of Sausalito of Work or part thereof as contemplated by this Section 01100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by City of Sausalito of any of the conditions thereof.
- H. City of Sausalito may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in paragraph 1.231.68 of this Section 01100, if any, prior to substantial completion of all of the Work. Contractor shall notify City of Sausalito's Representative and Architect/Engineer in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request City of Sausalito to issue a Certificate of Substantial Completion for that part of the Work.

1.11 CONTRACTOR USE OF PREMISES

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
- B. Do not unreasonably encumber Project Site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move any stored products that interfere with operations of City of Sausalito or other contractor.
- E. Parking, storage, staging and work areas shall be coordinated with the City of Sausalito, and comply with all other Contract Documents requirements.

1.12 LINES AND GRADES

- A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.
- B. City of Sausalito shall provide basic horizontal and vertical control points to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work.
- C. Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish at its cost competent persons and such tools, stakes, and other materials as City of Sausalito (and/or any Architect/Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.
- D. Contractor shall keep City of Sausalito informed, a reasonable time in advance, of the times and places at which it wishes to do survey/layout work, so that any checking deemed necessary by City of Sausalito may be done with minimum inconvenience to City of Sausalito and minimum delay to Contractor.
- E. Contractor shall remove and reconstruct Work which is improperly located.

1.13 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other similar items and utilities that are known to City of Sausalito.

- B. Contractor shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.
- C. Additional utilities whose locations are unknown to City of Sausalito are suspected to exist. Contractor must be alert to their existence. If additional utilities are encountered, Contractor must immediately report to City of Sausalito for disposition.
- D. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00700 (General Conditions).
- E. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700 (General Conditions).

1.14 DAMAGE TO EXISTING PROPERTY

- A. Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, City of Sausalito.
- B. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- C. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.15 DUST CONTROL

- A. Contractor shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:
 - 1. All construction locations with active excavation shall be watered at least twice daily.
 - 2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.
 - 3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
 - 4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.
 - 5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)
 - 6. Limit the speed of all construction vehicles to 5 miles per hour while on un-paved roads at the Site.
- B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.
- C. Building Interiors: provide dust barriers, walk-off pads, etc. to minimize dust infiltration in buildings. If required, the Contractor will clean interior common areas (e.g., corridors, lobbies) as needed during each work day.

1.16 PARKING

Parking will be provided in designated areas at no cost to the Contractor.

1.17 LAYDOWN/STAGING AREA

Contractor shall utilize the area indicated for storage of all construction materials. This area shall be enclosed and locked by Contractor for security purposes.

1.18 PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. One follow-up review of punch list items will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, at City of Sausalito's discretion, Contractor shall reimburse City of Sausalito for these visits.

1.19 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be performed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner. The Contractor will employ BEST practices to manage the construction site during inclement weather.

1.20 CONSTRUCTION SITE ACCESS

Contractor shall at all times limit access to the Site to necessary personnel only. Access for construction personnel shall be limited to regular work hours, unless prior approval is obtained from the City of Sausalito. All deliveries to Contractor shall be coordinated by Contractor. The City of Sausalito will not receive or forward Contractor mail or deliveries.

1.21 SITE ADMINISTRATION

Contractor shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to City of Sausalito or others. Contractor shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all persons on the Site to observe the same regulations as Contractor requires of its employees.

1.23 EROSION CONTROL: N/A

PART 2 PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE:

2.2 RESPONSIBILITIES FOR CITY OF SAUSALITO-FURNISHED PRODUCTS:

A. City of Sausalito's Responsibilities:

1. Arrange for and deliver City of Sausalito-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
2. Arrange and pay for delivery to site.
3. On delivery, inspect products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

B. Contractor's Responsibilities:

1. Review City of Sausalito-reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload products at site; inspect for completeness or damage jointly with City of Sausalito.
3. Handle, store, install, and finish products.
4. Repair or replace items damaged after receipt.
5. Install into Project per Contract Documents.

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01200

MEASUREMENT & PAYMENT

PART 1 GENERAL

1.2 SUMMARY

Section includes description of all “payment to complete” requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.3 REFERENCES

- A. California Public Contract Code
- B. Code of Civil Procedures
- C. Government Code
- D. Specification 01320

1.4 SCOPE OF WORK

WORK UNDER CONTRACT DOCUMENTS, OR UNDER ANY BID ITEM, ALLOWANCE, OR ALTERNATE, SHALL INCLUDE ALL LABOR, MATERIALS, TAXES, TRANSPORT, HANDLING, STORAGE, SUPERVISION, ADMINISTRATION, AND ALL OTHER ITEMS NECESSARY FOR THE SATISFACTORY COMPLETION OF WORK, WHETHER OR NOT EXPRESSLY SPECIFIED OR INDICATED.

1.5 DETERMINATION OF QUANTITIES

Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by City of Sausalito, of units of work satisfactorily completed in accordance with Contract Documents or as directed by City of Sausalito. 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 set forth in Contract Documents, including without limitation this Section 01200. If methods are not so set forth, measurements shall be made in any manner which City of Sausalito considers appropriate for class of Work measured (e.g., pre-assigned values, percentage completion, units completed or incremental milestones). Contractor must immediately inform City of Sausalito of any disputes regarding quantity measurements and shall immediately supply City of Sausalito with any documentation supporting the disputed measurements.

1.6 SCOPE OF PAYMENT

- A. Except as otherwise expressly stated in Section 01100 (Summary of Work), payment to Contractor at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents may be adjusted pursuant to any approved Change Order or Construction change directive, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense 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.
- B. The Contract Sum shall be deemed to include all costs necessary to complete required Work, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum 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, prosecution of Work or prosecution of Bid Item until acceptance by City of Sausalito;
 - 2. Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Bid Item.
- C. Whenever it is specified herein that Contractor is to do work or furnish materials 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 for as extra work.

- D. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified in Section 01100 (Summary of Work).
- E. The City of Sausalito may, in its discretion, where Contractor requests payment on the basis of 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 or at another local location agreed to in writing, for example, a mutually acceptable bonded warehouse;
 - 2. Full title to the materials and/or equipment shall vest in City of Sausalito at the time of delivery to the Site, bonded warehouse or other bonded storage location;
 - 3. Obtain a negotiable warehouse receipt, endorsed over to City of Sausalito for materials and/or equipment stored in and off-site warehouse. No payment will be made until such endorsed receipts are delivered to City of Sausalito;
 - 4. Stockpiled materials and/or equipment shall be available for City of Sausalito inspection, but City of Sausalito 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 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 Contractor's expense, insure the materials and/or equipment against theft, fire, flood, 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 a bill of sale, invoice or other documentation warranting that City of Sausalito 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 of Sausalito's interest therein, all of which must be satisfactory to City of Sausalito. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop 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. In addition, for each piece of major equipment listed in Section 01100 (Summary of Work) the Contractor is to submit a sample of the maintenance log (See paragraph 1.6.H.11 of Section 01600) that will be used during the project with the Application for Payment.
- F. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.7 BASIS OF PAYMENT

- A. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
- B. Allowances: Allowance items (if any) will be paid for as provided in Section 01100 (Summary of Work). Funds authorized for Allowance work will not be released for Contract payments unless City of Sausalito has authorized Allowance work in writing.
- C. City of Sausalito 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 originally included in Bid or Contract Documents, when in its judgment such change is in best interest of City of Sausalito. No change in Work shall be considered a waiver of any other condition of Contract Documents.

1.8 PROGRESS PAYMENTS

- A. If requested by Contractor, progress payments will be made monthly.
- B. Schedule of Values:
 - 1. Within ten (10) Days from issuance of Notice of Award and prior to the Contractor's first Application for Payment, submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents 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. Furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum

- equals the total Contract Sum. See Specification 01320. The format and detail of the breakdown shall be as Directed by the City of Sausalito to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. This breakdown shall be referred to as the Schedule of Values.
2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid Item) 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, less any allowances designated by City of Sausalito. Scheduling, record documents and quality assurance control shall be separate line items.
 3. City of Sausalito will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by City of Sausalito, City of Sausalito will accept this Schedule of Values for use. City of Sausalito shall be the sole judge of fair market cost allocations.
 4. City of Sausalito will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to City of Sausalito.
- C. Applications for Payment: Contractor shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. In addition:
1. On or before the 20th Day of each month (but after receipt of City of Sausalito's approval of the updated Schedule as required by Section 01320 (Progress Schedules and Reports)), Contractor shall submit to City of Sausalito one copy of an Application for Payment for the cost of the Work put in place during the period from the 1st Day of the previous month to the Last Day of the previous month. Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Contractor shall submit in a form similar to a AIA form G702 and G703 an itemized cost breakdown of Contractor's record of Cost of the Work together with supporting data and any certification required by City of Sausalito. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
 2. Applications for Payment may include, but are not necessarily limited to the following:
 - a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
 - b. Up to 75 percent of the cost of equipment identified in paragraph 1.4E of this Section 01200 (if any), if purchased and delivered to the Site or stored off Site, as may be approved by City of Sausalito.
 - c. Up to 50 percent of the cost of materials identified in paragraph 1.4E of this Section 01200 (if any), specifically fabricated for the Project that are not yet incorporated into the Work.
 3. At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Contractor has fulfilled all scheduling requirements of Document 00700 (General Conditions) and Section 01320 (Progress Schedules and Reports), including updates and revisions. A responsible officer of Contractor shall execute the certification.
 4. No progress payment will be processed prior to City of Sausalito receiving all requested, acceptable schedule update information. Failure to submit a schedule update complying with Section 01320 justifies denying the entire Application for Payment. Should Contractor fail to submit timely or accurate schedule updates the City of Sausalito has the right to impose a Withhold of funds in the amount up to \$10,000 per occurrence until the contractor demonstrates compliance with timely, acceptable and accurate schedule update submittals. In the sole judgment of the City of Sausalito if it is determined that the contractor is not capable of delivering timely and accurate updates these Withheld monies may be converted to a back charge to Contractor to offset the costs to the City of Sausalito associated with providing the schedule update function. See also Section 01320 (Progress Schedules and Reports), paragraph 1.2.J.
 5. If Contractor fails or refuses to participate in work reconciliations or other construction progress evaluation with City of Sausalito, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to City of Sausalito.
 6. Each Application for Payment shall list each Change Order and Construction change directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the

- work activities, consistent with the descriptions of original work activities. Submit a monthly Change Order/CCD status log to City of Sausalito.
7. If City of Sausalito requires substantiating data, submit information requested by City of Sausalito, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
 8. With each Application for Payment the following reports and logs shall be submitted:
 - a. Copies of completed maintenance logs for each piece of major equipment listed in Section 01100 (Summary of Work) shall be submitted according to the requirements specified in Section 01600 (Product Requirements).
 - b. Copies of up-to-date Waste Reporting Log per Section 01740 (Clean Up) paragraph 1.2.E.5 Contractor's Application for Payment will be deemed incomplete without these documents.
- D. Progress Payments
1. City of Sausalito will review Contractor's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, City of Sausalito will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
 2. Each Application for Payment may be reviewed by City of Sausalito and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by City of Sausalito pursuant to the Schedule of Values prepared in accordance with this Section 01200.
 3. If it is determined that the Application for Payment is not proper and suitable for payment, City of Sausalito will 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 Application for Payment is not proper. If City of Sausalito determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then City of Sausalito may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
 4. Pursuant to Public Contract Code Section 20104.50, if City of Sausalito fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, City of Sausalito shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which City of Sausalito exceeds the seven (7) Day return requirement set forth herein.
 5. As soon as practicable after approval of each Application for Payment for progress payments, City of Sausalito will pay to Contractor in manner provided by law, an amount equal to 90 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of City of Sausalito, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
 6. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. City of Sausalito also may elect in its sole discretion to pay progress payments by joint check to Contractor and each Subcontractor having an interest in that progress payment in such amount.
 7. City of Sausalito reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of City of Sausalito, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.
 8. Granting of progress payment or payments by City of Sausalito, 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.

When City of Sausalito shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by City of Sausalito from amount of next succeeding progress payment or from any other moneys due or that may become due Contractor under Contract.

If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover City of Sausalito's charges against it, City of Sausalito shall have right to recover balance from Contractor or Sureties.

1.9 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

- A. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:
1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City of Sausalito which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
 2. Alternatively, Contractor may request and City of Sausalito shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in this Section 01200 for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from City of Sausalito, pursuant to the terms of this Section 01200. Pay to each Subcontractor, not later than twenty (20) Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.
 3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
 4. Enter into escrow agreement with Controller according to Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
 5. Public Contract Code Section 22300 is hereby incorporated in full by this reference.

1.10 FINAL PAYMENT

- A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, City of Sausalito will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.
- B. Prior progress payments shall be subject to correction in the final payment. City of Sausalito'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 City of Sausalito's obligation to make final payment, Document 00650 (Agreement and Release of Any and All Claims) discharging City of Sausalito, its officers, City of Sausalito's Representative, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

1.11 EFFECT OF PAYMENT

- A. Payment will be made by City of Sausalito, based on City of Sausalito's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that City of Sausalito 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 of Sausalito 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.

1.12 CONTINGENCY RESERVE

- A. City of Sausalito will authorize and direct Contractor regarding provisions in this paragraph.
- B. Contingency Reserve Amount: as listed in Document 00520 (Agreement).
- C. City of Sausalito shall determine in its sole discretion which, if any, costs it will authorize in writing to be paid from the Contingency Reserve. Generally, Contingency Reserve will be used only for City of Sausalito-initiated changes in scope of Work of Contract Documents.
- D. Cost shall be determined as for CCD work as provided in Section 01250 (Modification Procedures).
- E. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor on account of Work covered by this Contingency Reserve, and the Contract Sum will be correspondingly adjusted

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01250

MODIFICATION PROCEDURES

PART 1 GENERAL

1.13 SUMMARY

- A. Section includes:
 - 1. Description of general procedural requirements for alterations, modifications, and extras.
- B. Reference
 - 1. Public Contract Code Section 7105 (d) (2).

1.14 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 of Sausalito may initiate changes in scope of Work or deviation from Contract Documents.
 - 1. Contractor may initiate changes by submitting RFIs, Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.
 - a. RFIs shall be submitted to seek clarification of or request changes in the Contract Documents.
 - b. Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00700 (General Conditions).
 - c. Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00700 (General Conditions), and Supplementary Conditions [Document or Section] 00805.
 - 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 shall not be entitled to additional compensation. Contractor shall be responsible for both City of Sausalito and its Architect/Engineer's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by City of Sausalito; at City of Sausalito's discretion, such costs may be deducted from progress payments or final payment.
 - 3. City of Sausalito may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.
 - 4. City of Sausalito may initiate changes in the Work or Contract Time by issuing RFPs to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
 - 5. City of Sausalito may also, by Construction Change Directive ("CCD"), 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 CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by City of Sausalito only.
 - 6. It is the responsibility of the Contractor to notify the City of Sausalito within seven (7) days if there is a cost change. Notifications beyond this time limit may result in future claims being time barred.

1.15 PROCEDURES

- A. Cost Proposal and Procedures: Whenever Contractor is required in this Section 01250 to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to City of Sausalito for consideration a Cost Proposal using the form attached to this Section 01250. All Cost Proposals must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on

the Cost Proposal form shall be determined as provided in paragraphs 1.4 and 1.5 of this Section 01250. After receipt of a Cost Proposal with a detailed breakdown, City of Sausalito will act promptly thereon.

1. If City of Sausalito accepts a Cost Proposal, City of Sausalito will prepare Change Order for City of Sausalito and Contractor signatures.
 2. If Cost Proposal is not acceptable to City of Sausalito because it does not agree with cost and/or time included in Cost Proposal, City of Sausalito will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section 01250, Contractor shall have seven (7) Days in which to respond to City of Sausalito with a revised Cost Proposal.
 3. When necessity to proceed with a change does not allow the City of Sausalito sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), City of Sausalito may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.
- B. Request for Information: Whenever Contractor requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor; Contractor may prepare and deliver an RFI to City of Sausalito. Contractor shall use RFI format provided by City of Sausalito. Contractor must, immediately upon discovery of a discrepancy in the documents or unforeseen condition, submit time critical RFIs before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required.
1. City of Sausalito will respond in a timely manner from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors. The City of Sausalito may return RFI requesting additional information should RFI be inadequate in describing the condition.
 2. If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.
 3. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to City of Sausalito clarifying original RFI.
 4. If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify City of Sausalito in writing within seven (7) Days after receiving the response. If City of Sausalito disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim within thirty (30) Days. If City of Sausalito agrees with Contractor, then Contractor must submit a Cost Proposal within fourteen (14) Days of receiving the response to the RFI. Contractor's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.
- C. Supplemental Instruction: City of Sausalito may issue Supplemental Instruction to Contractor.
1. If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.
 2. If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then Contractor shall notify City of Sausalito in writing within seven (7) Days of receiving the Supplemental Instruction, and submit a Cost Proposal to City of Sausalito within fourteen (14) Days of receiving the Supplemental Instruction.
- D. Construction Change Directives: If at any time City of Sausalito believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, City of Sausalito may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to City of Sausalito's CCD within ten (10) Days.
1. Contractor's response must be any one of following:
 - a. Return CCD signed, thereby accepting City of Sausalito's response, time and cost.

- b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if City of Sausalito so requests.
 - c. Give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim within thirty (30) days.
 2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - 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 or subsequently agreed upon.
 - c. Cost to be determined based upon time and material tickets. Failure of the Contractor to include time and material tickets on any given day will result in Contractor having waived his right for compensation or time for any missing time and material tickets.
 3. CCD 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.
 4. If Contractor does not respond promptly or disagrees with the City of Sausalito's recommended adjustment in the Contract Sum or Contract Time, the method and the adjustment shall be determined by City of Sausalito 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 for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim per Article 12 of Document 00700 (General Conditions). Contractor shall keep and present, in such form as City of Sausalito 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 1.4 and 1.5 of this Section 01250.
 - E. City of Sausalito Requested RFP: Contractor shall furnish a Cost Proposal within fourteen (14) Days of City of Sausalito's RFP. Upon approval of RFP, City of Sausalito will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, City of Sausalito may either issue a CCD or decide the issue per Article 12 of Document 00700 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.
 - F. Differing Site Conditions: Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to paragraph 13.4 of Document 00700 (General Conditions), which shall govern. If City of Sausalito determines that a change in Contract Sum or Contract Time is justified, City of Sausalito will issue RFP or CCD.
 - G. Hazardous Waste Conditions: Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to paragraph 13.5 of Document 00700 (General Conditions) and Document 00805. If City of Sausalito determines that a change in Contract Sum or Contract Time is justified, City of Sausalito will issue RFP or CCD.
 - H. All Changes:
 1. Documentation of Change in Contract Sum and Contract Time:
 - a. Contractor shall maintain detailed records of Work performed under a CCD on a time-and-material basis.
 - b. Contractor shall document each proposal for a change in cost and time with sufficient data to allow evaluation of the proposal.
 - c. Contractor shall, on request, provide additional data to support computations for:
 - 1) Quantities of products, materials, labor and equipment.
 - 2) Taxes, insurance, and bonds.
 - 3) Overhead and profit.
 - 4) Justification for any change in Contract Time shall be in accordance with Section 01320.
 - 5) Credit for deletions from Contract, similarly documented.
 - 6) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
 - d. Contractor shall support each claim for additional costs and for Work performed on a cost-and-percentage basis, with additional information including:
 - 1) Credit for deletions from Contract, similarly documented.

- 2) Origin and date of claim.
 - 3) Dates and times Work was performed and by whom.
 - 4) Time records and wage rates paid.
 - 5) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
- I. Correlation of Other Items:
1. Contractor shall revise Schedule of Values and **Application for Payment** forms to record each authorized Change Order as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
 2. Contractor shall revise Progress Schedules to include approved Change Orders in accordance with Section 01320.
 3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.
- J. **Responses:** For all responses for which the Contract Documents, including without limitation this Section 1250, do not provide a specific time period, recipients shall respond within a reasonable time.
- K. **Disputes:** For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00700.

1.16 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 as defined herein 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 CCDs, 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 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 of Sausalito, City of Sausalito's Representative, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.
- B. Overhead and Profit: (Overhead shall be as defined in paragraph 1.8 of this Section 01250)
1. Overhead and profit on labor for extra Work shall be 15 percent.
 2. Overhead and profit on materials for extra Work shall be 15 percent.
 3. Overhead and profit on equipment rental for extra Work shall be 10 percent.
 4. When extra Work is performed by a first tier Subcontractor, Contractor shall receive a 5 percent markup on Subcontractors' total costs, excluding markup, of extra Work. First tier Subcontractor's markup on its Work shall not exceed 15 percent.
 5. When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of 5 percent markup on the lower tier Subcontractors' total costs, excluding markup, of extra Work. Contractor and first tier Subcontractors and lower tier Subcontractors shall divide the 10 percent markup as mutually agreed.
 6. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed 20 percent of the direct cost, notwithstanding the actual number of contract tiers.
 7. On proposals covering both increases and decreases in Contract Sum, overhead, profit, and commission shall be allowed on the net increase only as determined in paragraph 1.4 **above**. When the net difference is a deletion, no percentage for overhead profit and commission shall be allowed, but rather a deduction shall issue.
 8. The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, and cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.
- C. Taxes:
1. All State sales and use taxes, Marin County and applicable City sales taxes, shall be included.
 2. Federal and Excise tax shall not be included.
- D. Owner-Operated Equipment: When owner-operated equipment is used to perform extra Work, Contractor will be paid for operator as follows:
1. Payment for equipment will be made in accordance with paragraph 1.5C of this Section 01250.

2. Payment by the City of Sausalito for cost of labor will be made at no more than prevailing wage rates of such labor established by Department of Industrial Relations for type of worker and location of Work.
- E. Accord and Satisfaction: Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00700 no later than 30 days of Contractor's first written notice of its intent to reserve rights.

1.17 COST BREAKDOWN

- A. Labor: Contractor will be paid cost of labor for workers (including forepersons when authorized by City of Sausalito) used in actual and direct performance of extra Work. Labor rate, whether employer is Contractor, Subcontractor or other forces, will be 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 paragraph 1.5A.1 of this Section 01250, such as taxes and worker's compensation insurance. Such labor surcharge shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
- 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 of Sausalito 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.
 3. If cost of a material is, in opinion of City of Sausalito, 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 paragraph 1.5B.1 of this Section 01250.
- C. Equipment Rental for Extra Work: The following is applicable only for equipment rented specifically for extra work that is not currently on-site. For Contractor- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the **most recent edition** of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by City of Sausalito. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by City of Sausalito. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
 - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
 2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. City of Sausalito will pay for costs of loading and unloading equipment.
 - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Department of Transportation.
 - d. City of Sausalito will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
 3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which City of Sausalito directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and City of Sausalito's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
- D. Work Performed by Special Forces or Other Special Services: When City of Sausalito and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. 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 of Sausalito must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in paragraph 1.4B of this Section 01250, 15 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

1.18 FORCE-ACCOUNT WORK

- 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 of Sausalito. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.4 and 1.5 of this Section 01250.
- B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between City of Sausalito and Contractor have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. City of Sausalito may approve other uses of Force-Account Work.
- C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City of Sausalito each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.

- D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to City of Sausalito when 75 percent of the NTE amount has been expended.
- E. Force-Account Work shall be paid as extra Work under this Section 01250. Methods of determining payment for Work and materials provided in this paragraph 1.6 shall not apply to performance of Work or furnishings of material that, in judgment of City of Sausalito, may properly be classified under items for which prices are otherwise established in Contract Documents.

1.19 CITY OF SAUSALITO-FURNISHED MATERIALS

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

1.20 OVERHEAD DEFINED

- A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:
 - 1. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings
 - 2. Routine field inspection of Work proposed
 - 3. General Superintendence
 - 4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary
 - 5. Computer services
 - 6. Reproduction services
 - 7. Salaries of project Architect/Engineer, superintendent, timekeeper, storekeeper and secretaries
 - 8. Janitorial services
 - 9. Temporary on-Site facilities:
 - a. Offices
 - b. Telephones
 - c. Plumbing
 - d. Electrical: Power, lighting
 - e. Platforms
 - f. Fencing, etc.
 - g. Water
 - h. Temporary Sanitary/Toilet Facilities for use during utility interruptions
 - i. Emergency Generators for use during utility interruptions
 - 10. Home office expenses
 - 11. Insurance and Bond premiums
 - 12. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
 - 13. Surveying
 - 14. Estimating
 - 15. Protection of Work
 - 16. Handling and disposal fees
 - 17. Final cleanup
 - 18. Other incidental Work

1.21 RECORDS AND CERTIFICATION

- A. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size type and identification number of equipment and hours operated; and an indication of all Work performed by specialists.
- B. No payment for Force-Account Work shall be made until Contractor submits original invoices substantiating materials and specialists charges.
- C. City of Sausalito shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for modification of Contract, including Force-Account Work and CCD Work.

- D. Further, City of Sausalito will 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. If Contractor is a joint venture, right of City of Sausalito shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the Article 12 of Document 00700.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

COST PROPOSAL FORM FOLLOWS ON NEXT PAGE

COST PROPOSAL (CP)

[] **PROJECT**

Contract Number []

CP Number: _____

Date: _____

In Response To: (RFP#, etc.) _____

To: City of Sausalito

Attention: [Point of Contact]

[Insert POC address]

Telephone: (415) []

Fax: (415) []

From: _____

(DAYS) _____

REQUESTED CHANGE IN CONTRACT TIME

Brief description of change(s):

| LINE | COST DESCRIPTION LIST CONTRACTOR BUSINESS NAME→ | PRIME CONTR. | SUB 1 1 ST TIER | SUB 2 1 ST TIER | SUB 3 1 ST TIER | SUB 4 LOWER TIER | SUB-TOTAL ALL ROWS |
|--------------------------|--|--------------|-------------------------------|-------------------------------|-------------------------------|---------------------|--------------------------|
| 1.23 | 1.23LABOR | | | | | | |
| 1 | | | | | | | |
| 2 | Taxes | | | | | | |
| 3 | Overhead & Profit 15% (to Contractor or 1 st Tier Subs) | | | | | | |
| 4 | Lower Tier Subs Markup 10% (divided between Contractor, 1 st Tier Subs and Lower Tier Subs) | | | | | | |
| 5 | <i>SUBTOTAL LABOR excluding Taxes (ADD LINES 1,3,4 FOR EACH COLUMN)</i> | | | | | | SUBTOTAL LABOR A |
| 6 | MATERIAL | | | | | | |
| 7 | Taxes | | | | | | |
| 8 | Overhead & Profit 15% (to Contractor or 1 st Tier Subs) | | | | | | |
| 9 | Lower Tier Subs Markup 10% (divided between Contractor, 1 st Tier Subs and Lower Tier Subs) | | | | | | |
| <i>1.23</i> <i>10</i> | <i>1.23SUBTOTAL MATERIAL excluding Taxes 1.23(ADD LINES 6,8,9 FOR EACH COLUMN)</i> | | | | | | SUBTOTAL MAT. B |
| 1.23 | 1.23EQUIPMENT | | | | | | |
| 11 | | | | | | | |
| 12 | Taxes | | | | | | |
| 13 | Overhead & Profit 10% (to Contractor and 1 st Tier Subs) | | | | | | |
| 14 | Lower Tier Subs Markup 10% (divided between Contractor, 1 st Tier Subs and Lower Tier Subs) | | | | | | |
| 15 | <i>SUBTOTAL EQUIPMENT excluding Taxes (ADD LINES 11,13,14 FOR EACH COLUMN)</i> | | | | | | SUBTOTAL EQUIP. C |
| 16 | SPECIALIST WORK | | | | | | |
| 17 | Taxes | | | | | | |
| 18 | Cash or trade discount | | | | | | |
| 19 | Subtotal (Subtract Line 18 from Line 16) | | | | | | |
| 20 | Total Markup 15% (divided between Contractor, 1 st Tier Subs and Lower Tier Subs) | | | | | | |

| | | | | | | | |
|--------------------------------|--|-------------------|--|----------|----------|--------------|--|
| 21 | <i>SUBTOTAL SPECIALIST WORK excluding Taxes (ADD LINES 19,20 FOR EACH COLUMN)</i> | | | | | | SUBTOTAL SPEC. D |
| 22 | SUBTOTAL COSTS EXCLUDING MARKUP (ADD LINES 1,6,11,19 FOR EACH COLUMN) | | | | | | |
| 23 | Total Contractor Markup for Subcontractor's Work 5% (MULTIPLY LINE 22 X 0.05) | | | | | | SUBTOTAL O&P ON SUBS WORK E |
| 24 | Total Costs (ADD LINES 5,10,15,21) | | | | | | ADD CELLS A+B+C+D+E AND ENTER GRAND TOTAL BELOW |
| 25 | Total Taxes (ADD LINES 2,7,12,17) | | | | | | |
| 26 | TOTAL EXPENSES (ADD LINES 23,24, 25) | T | U | V | X | Y | F |
| 27 | GRAND TOTAL (ADD CELLS T,U,V,X,Y) | Z | TOTALS IN CELL F AND CELL Z MUST MATCH. | | | | |
| 28 | Double check % of Markup on Total Cost above. [Equation: 1- line 22/line 26) = Answer must be ≤ 0.20] | | | | | | |
| Print Name & Title: | | Signature: | | | | Date: | |

SECTION 01315

PROJECT MEETINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Descriptions of the required Project meetings for the Work. These meetings include:
 - a. Preconstruction Conference.
 - b. Weekly Progress Meetings.
 - c. Special Meetings.

1.2 PRECONSTRUCTION CONFERENCE

- A. City of Sausalito will call for and administer Preconstruction Conference at time and place to be announced.
- B. Contractor, all major Subcontractors, Construction Scheduler, and major suppliers shall attend Preconstruction Conference.
- C. Agenda will include, but not be limited to, the following items.
 1. Schedules
 2. Personnel and vehicle permit procedures
 3. Use of premises
 4. Location of the Contractor's on-Site facilities
 5. Security
 6. Housekeeping
 7. Waste Reporting
 8. Safety/HAZMAT/Regulatory Agencies
 9. Site Conduct and Procedures
 10. Submittal and RFI procedures
 11. Inspection and testing procedures, on-Site and off-Site
 12. Utility shutdown procedures
 13. Control and reference point survey procedures
 14. Injury and Illness Prevention Program
 15. Contractor's Initial Schedule
 16. Contractor's Schedule of Values
 17. Contractor's Schedule of Submittals
 18. Contract Administrative Processes
 - a. Video tape existing conditions prior to start of all work
 19. Project Directory
 20. Contractor's Emergency Contact List
 21. Other Project Specific Issues as required
- D. City of Sausalito's Representative will distribute copies of minutes to attendees. Attendees shall have five (5) Workdays to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

1.3 WEEKLY PROGRESS MEETINGS

- A. City of Sausalito will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by City of Sausalito.
 1. Meetings shall be held at location directed by City of Sausalito.
 2. The City of Sausalito representative will prepare agenda and distribute it two (2) Workdays in advance of meeting to Contractor.
 3. The City of Sausalito will record meeting notes of the Weekly Progress Meeting. Within two (2) Workdays after the meeting, City of Sausalito will distribute minutes to Contractor though e-mail, who will distribute to

those affected by decisions made at meeting. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes will constitute final memorialization of results of meeting.

- B. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, City of Sausalito, and others as appropriate to agenda topics for each meeting.
- C. Agenda will contain the following items, as appropriate:
 - 1. Review, revise as necessary, and approve previous meeting minutes
 - 2. Review of Work progress since last meeting
 - 3. Status of Construction Work Schedule, delivery schedules, adjustments
 - 4. Submittal, RFI, and Change Order status
 - 5. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
 - 6. Other items affecting progress of Work
 - 7. Progress billings.

1.4 SPECIAL MEETINGS

- A. Any party may call special meetings by notifying all desired participants and City of Sausalito five (5) Workdays in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.
- B. At any time during the progress of Work, City of Sausalito shall have authority to require Contractor attend meeting of any or all of the Subcontractors engaged in Work or in other work, and notice of such meeting shall be duly observed and complied with by Contractor.
- C. Contractor shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00700 (General Conditions). Contractor shall give City of Sausalito five (5) Workdays written notice of coordination meetings. Contractor shall maintain minutes of coordination meetings. Attendees shall have five (5) Workdays to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

1.5 GUARANTEES/WARRANTIES, BONDS, AND SERVICE AND MAINTENANCE CONTRACTS REVIEW MEETING/INSPECTION

- A. Eleven months following date of Final Completion of entire work, Contractor to conduct an inspection with the City of Sausalito, or City of Sausalito's Representative, to review and act upon guarantees/warranties, bonds, and service and maintenance contracts for materials and equipment. Implement repair or replacement of defective items, and extend service and maintenance contracts, as desired by City of Sausalito.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01320

PROGRESS SCHEDULES AND REPORTS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This Section is in addition to the Contract General Conditions and Supplementary General Conditions.
- B. Contractor shall develop a network plan and schedule for the project demonstrating complete fulfillment of all contract requirements, shall keep the network plans 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 City of Sausalito and City of Sausalito's Project Manager in monitoring the progress of the Work.
- C. The CPM schedule shall be prepared using Primavera Project Planner 3.0, Primavera SureTrak 4.0, or newer or equal. Equivalency of a proposed substitute CPM program shall be determined by the City of Sausalito.
- D. The principles and definition of CPM in terms used herein shall be as follows:
 - 1. CPM network is a graphic description of the Contractor's construction plan, showing the sequential steps needed to reach the completion of the Work within the prescribed Contract Time. It shall depict events and tasks as activities, and their interrelationships, and shall recognize the progress that must be made on one activity before subsequent activities can begin. These activities shall be logically represented in a CPM network showing their interrelationships in a chronological fashion. As each activity has a time allocation, the completed network shows the critical path of activities that must be completed on time if the entire Project is not to be delayed. It shall also be possible to identify the earliest and latest start and finish times for each activity if the overall Project is not to be delayed. Therefore, the CPM network shall be comprehensive and shall include all interdependencies and interactions required to perform the Work of the Project.

1.2 SUBMITTALS

- A. Refer to Section 01330, SUBMITTALS, for procedures.
- B. NOT USED
- C. A "Draft" Contract Schedule shall be submitted no later than the pre-construction kick-off meeting date followed by the Final Contract Schedule submittal based upon City of Sausalito's comments. Once approved by City of Sausalito, Contract Schedule shall be known as the Baseline Schedule. Contractor shall submit an Updated Contract Schedule whenever the Baseline Contract Schedule does not represent the actual or anticipated progress of the work.
- D. Contractor shall submit submittal schedule to City of Sausalito no later than 10 days following the Notice to Proceed.
- E. NOT USED
- F. Submit Final As-Built Schedule per paragraph 1.9 below.
- G. NOT USED
- H. All other required reports referenced herein, typically three (3) copies each per occurrence.
- I. Submit one (1) copy in 8 1/2" X 11" size of each required schedule and one (1) copies of all required reports. Contractor shall also submit a digital copy of these documents.

- J. In addition to all other City of Sausalito rights and remedies in the Contract Documents, including without limitation those in Section 01200 (Measurement and Payment), paragraph 1.7.C.4, should Contractor fail to submit timely or accurate schedule updates the City of Sausalito has the right, in addition to all other rights under the Contract Documents, to impose a withhold of funds in the amount up to \$500 per occurrence, until the Contractor demonstrates compliance with timely, acceptable and accurate schedule update submittals. In the sole judgment of the City of Sausalito, if it is determined that the Contractor is not capable of delivering timely and accurate updates, these withheld monies may be converted to a back charge to Contractor to offset the costs to the City of Sausalito associated with providing the schedule update function.

1.3 ACCEPTANCE

- A. Acceptance of the Contractor's Contract Schedule by the City of Sausalito will be a condition precedent to the making of any progress payment for work performed.
- B. The required schedules and reports shall be prepared and submitted for review and approval in accordance with the General Conditions, Supplemental General Conditions and this Section.
- C. The required updating of the Contract Schedule and reports shall be an integral part and basic element of the estimate upon which progress payments will be made. Submittal, review and approval by City of Sausalito of these items shall be a condition precedent to the making of progress payments. If, in the judgment of City of Sausalito, Contractor fails or refuses to provide a complete updated Contract Schedule or reports, as specified, the Contractor will be deemed to have not provided the required estimate upon which progress payments may be made, and shall not be entitled to such progress payments unless or until it has furnished the aforesaid schedules.
- D. In the event the contractor submits a viable, contractually compliant construction schedule which indicates project completion at a date earlier than the contractually provided contract duration, the acceptance of such a schedule will not change the contract time. In such an event, a schedule activity entitled "project float", of a duration equal to the difference between the proposed construction duration and the contract duration, will be added to the schedule. All project float is a project resource for the contractor and the City of Sausalito, and is not for the exclusive use of either party.

1.4 CONSTRUCTION ANALYSIS

- A. Contractor shall use Microsoft Project X, Primavera Project Planner 3.0, Primavera SureTrak Project Manager 4.0, or later or equal. Contractor shall coordinate with City of Sausalito to produce the following minimum information with the Contract Schedule:
 - 1. Activity identification;
 - 2. Activity description;
 - 3. Status date and original/remaining duration;
 - 4. Activity percentage complete;
 - 5. Activity duration;
 - 6. N/A ;
 - 7. Total float;
 - 9. The predecessor and successor activities for each individual activity;
 - 10. A comparison between the current update and the baseline schedule;
 - 11. Designation of the planned work day/work week for each activity;
 - 12. A near critical item list of activities with ten (10) days or less total float;
 - 13. Scheduled and actual manpower loading for each activity; and
 - 14. Scheduled and actual progress payment for each activity.

1.5 N/A

1.6 CONTRACT DELIVERABLES

A. Draft Contract Schedule:

1. Submission:

- a. Contractor shall submit a “draft” Contract Schedule to City of Sausalito no later than the date of the project preconstruction conference as scheduled by the City of Sausalito. The draft Contract Schedule will include all activities that are required or anticipated to be completed.
- b. N/A

2. Form:

- a. Prepare the “draft” Contract Schedule as a time-scaled CPM network showing continuous flow from left to right. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each work activity in sufficient detail to demonstrate preliminary planning for the Work and to represent a practical plan to complete the Work within the Contract Time. The “draft” Contract Schedule shall also be submitted to the City of Sausalito in electronic format.

3. The “draft” Contract Schedule shall include but not be limited to:

- a. A legend of scheduled activities.
- b. Scheduled work activities that clearly indicate the scope of work to be completed.
- c. Major milestones, which are critical to the completion of the work, including but not limited to the following: NTP date; mobilization; coordination review and detailing activities; contractor quality control review activities; substantial completion and contract completion.
- d. Major work activity categories to be included in the Initial Contract Schedule
- e. Submittals Section, containing submission, review, procurement and delivery of all project materials
- f. OFCI/OFOI items
- g. Substantial Completion
- h. Punch list formulation (City of Sausalito’s, etc.) and correction
- i. Contractor closeout documentation and training.
- j. Contractor punch list corrective work.
- k. Demobilization and project completion.
- m. Inclement weather days per Section 00700.
- n. A clearly highlighted critical path.
- o. Calendar designations identifying all holidays and non-working days.
- p. This “draft” Contract Schedule shall be formatted to accept manpower, resource and cost loading (i.e., resource dictionaries and cost codes, etc.) when fully developed. The cost loading shall be derived from the initial Schedule of Values submitted by the Contractor. Once an accepted Contract Schedule has been achieved, the costs reflected therein will be the official Schedule of Values for the project and utilized for payment application.
- q. N/A

B. Baseline Contract Schedule:

1. N/A

2. N/A

3. The work activities comprising the Initial Contract Schedule shall be of sufficient detail to ensure adequate planning and execution of the Work and such that the schedules provide an appropriate basis for monitoring and evaluating the progress of the Work. A work activity is defined as a singular task that requires time and resources (manpower, equipment, and/or material) to complete in a continuous operation (excepting submittal activities, review/approval activities, and fabrication and procurement activities). No activity shall be less than one (1) nor more than fifteen (15) days in duration for any on-site operation. All holidays and non-working days shall be identified by way of calendar designations.
4. Failure by Contractor to include any element of the work required for the performance of this Contract and completion of the Project shall not excuse Contractor from completing all work required within the time for completion, notwithstanding City of Sausalito's acceptance of the Initial Contract Schedule.
5. No more than 20% of the total number of activities shown on the schedule shall be critical or near critical. Near critical is defined as float less than ten (10) days.
6. The schedule shall indicate the sequence and interdependency of all work activities. All activities shall be linked by finish-to-start (FS) relationships only. No other relationships shall be permitted without the prior written permission of the City of Sausalito. Constraints on activities shall be kept to a minimum and subject to the written permission of the City of Sausalito.

7. N/A
8. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion date of the Work. All other Work activities are defined as non-critical Work activities and are considered to have float.
9. 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 date of the Work, or both. Float time is not for the exclusive use or benefit of either City of Sausalito or Contractor. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rest with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date. Document the effect on the updated Contract Schedule whenever float has been used.
10. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume the float associated with that non-critical Work activity and cause the Work activity to become critical.
11. Contractor shall not sequester float through strategies including extending activity duration estimates to consume available float, using preferential logic, using extensive or insufficient crew/resource loading, use of float suppression techniques like Zero Total Float constraints, special lead/lag logic restraints or imposed dates. Use of float time disclosed or implied by the use of alternate float suppression techniques shall be shared to the benefit of both City of Sausalito and Contractor.
12. Include a critical path activity titled "Remaining Inclement Weather Days" on the Initial Contract Schedule. This activity shall have an initial duration of the number of days indicated in Section 00700 (General Conditions), paragraph 15.2.E.
13. The Baseline Schedule shall be used by Contractor for executing the Work of the Contract, including planning, organizing and directing the Work, and reporting its progress until subsequently revised. No unilateral changes shall be made to the Baseline Schedule without the prior approval and consent of the City of Sausalito, excepting only the reporting of Actual Start, Actual Finish, and Activity Progress.

C. Baseline Schedule Updating and Progress Payments:

1. N/A Contractor shall meet with City of Sausalito weekly to review actual progress made to date, activities started and completed to date, and the percentage of work completed to date on each activity started but not completed. Upon completion of the joint review, Contractor shall prepare the updated Baseline Schedule as needed and submit it to City of Sausalito.
2. The updated Baseline Schedule shall incorporate all changes mutually agreed upon by Contractor and City of Sausalito during preceding periodic reviews and all changes resulting from approved Change Orders and Field Orders. Unauthorized, unilateral contractor changes to logic or activities shall not be allowed.
3. Prior to submission of the payment application, the Contractor shall submit to the City of Sausalito a report generated from the approved schedule that reflects the percent of completion by activity. The Contractor and the City of Sausalito shall walk the project to verify the percentage of completion of each activity. Once the percent of completion of each activity is agreed upon the Contractor shall incorporate this data into the schedule update and these percentages shall be the basis for development of that month's payment application.
4. Acceptance of the updated Baseline Schedule will be a condition precedent to the making of any progress payments for work performed.

D. Reports:

1. N/A

- A. N/A
- B. N/A
- C. N/A

a.

- D. N/A
- E. N/A
- F. Submittal Schedule:

1. Contractor, within ten (10) days after Notice to Proceed, shall prepare and submit to City of Sausalito for approval a comprehensive Submittal Schedule which shall be maintained in the Contract Schedule. Contractor shall identify on the Submittal Schedule all of the submittal items

required by the Contract Documents governing the Work, listing shop drawings and product data or literature separately. Contractor shall indicate for each submittal item on the Submittal Schedule:

- a. The date by which that item will be submitted to City of Sausalito.
- b. Whether the submittal is for review, substitution, or for record only.
- c. The date by which response by City of Sausalito is required.
- d. The date by which the material or equipment must be on the Site in order not to delay

the progress of the Work.

2. Submittal of the reports and schedule updates by Contractor are required regardless of the approval status of the Contract Baseline Schedule or any revision to the Baseline Schedule.

1.7 RESPONSIBILITY FOR COMPLETION

- A. Contractor agrees that at the sole judgment of City of Sausalito, whenever it becomes apparent from the current Baseline Schedule that the contract completion date will not be met, it will take some or all of the following actions, as approved by City of Sausalito, at no additional cost to City of Sausalito:
 1. Increase construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of City of Sausalito, the backlog of work. Also, increase material, equipment and other items as required.
 2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of City of Sausalito, the backlog of work. This paragraph shall not be construed to permit contractor to violate the work hour restrictions specified in the Contract Document.
 3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
Nothing here in will limit any other City of Sausalito rights under the Contract Documents, including without limitation those under Section 00700, paragraph 10.6.B.

1.8 ADJUSTMENT OF TIMES FOR COMPLETION

- A. In addition to provisions of the General Conditions, the time for completion of the Work will be adjusted in accordance with these procedures.
- B. Any request for an adjustment of the Contract Time for completion submitted by Contractor for changes or alleged delays shall be accompanied by a complete Time Impact Analysis, (TIA), which shall be submitted for review within five (5) days after the initial request for time by Contractor. Time extensions will not be granted unless substantiated by the CPM Schedule, and then not until the CPM project float becomes zero. If Contractor fails to submit a TIA within the aforementioned time period, then the Contractor shall be deemed to have agreed that there is no time impact and that Contractor has irrevocably waived its rights to any additional contract time.
- C. Each Time Impact Analysis shall provide information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay..
- D. The Time Impact Analysis shall be determined on the basis of the date or dates when the change or changes were issued, or the date or dates when the alleged delay or delays began. The status of the construction project and Time Impact Analysis shall include event time computations for all affected activities including but not limited to work around sequencing, or recovery options to maintain the original Contract completion date.
- E. Time Impact Analyses provided in order to demonstrate the time impact upon the overall project and the time for completion shall be accomplished at no additional cost to City of Sausalito.
- F. If City of Sausalito finds, after review of the Time Impact Analysis, that Contractor is entitled to any extension of time for completion, the time for completion will be adjusted by Change Order issued by City of Sausalito, and Contractor shall then revise the Baseline Schedule accordingly. If City of Sausalito determines that Contractor is not entitled to any extension of time for completion, and Contractor objects to City of Sausalito's determination, Contractor's sole remedy is to file a claim under Section 00700 (General Conditions).

1.9 FINAL AS-BUILT SCHEDULE

- A. As a condition precedent to final acceptance of the Project, submit a final As-Built Construction Schedule and all final reports which accurately reflect the manner in which the Project was constructed and includes actual start and completion dates for all work activities on the Baseline Schedule.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.6 SUMMARY

- A. Section Includes:
1. Description of general requirements for Submittals for the Work:
 - a. Procedures
 - b. Schedule of Shop Drawings and Sample Submittals
 - c. Safety Program
 - d. Progress Schedule
 - e. Product Data
 - f. Shop Drawings
 - g. Samples
 - h. Coordination Drawings (If Applicable)
 - i. Quality Assurance Control Submittals
 - 1) Design Data
 - 2) Test Reports
 - 3) Certificates
 - 4) Manufacturers' Instructions
 - 5) Material Safety Data Sheets
 - j. Installation , Operations, and Maintenance Manuals
 - k. Computer Programs
 - l. Project Record Documents
 - m. Delay of Submittals
 2. Optional Review Meeting

1.7 PROCEDURES

- A. Submit at Contractor's expense, **in duplicate sets**, the following items ("Submittals") required by the Contract Documents:
1. Schedule of Shop Drawing and Sample Submittals
 2. Safety Plans
 3. Progress Schedule
 4. Product Data; Shop Drawings
 5. Samples
 6. Coordination Drawings
 7. Quality Assurance Control Data
 8. **Equipment Inventory Sheets**
 9. Installation, Operation, and Maintenance Manuals
 10. Computer Programs
 11. Project Record Documents
 12. Storm Water Pollution Prevention Plan
 13. Seismic Submittal Review Forms, where specified in Division 2 through 16, and in accordance with Section 01610 (General Equipment Stipulations), paragraph 19. Forms are attached at the end of this Section 01330.
- B. Submit these Submittals to City of Sausalito for review and approval in accordance with accepted Schedule of Shop Drawings and Samples Submittals. In all instances, City of Sausalito may require Contractor to submit any or all Submittals directly to Architect/Engineer for review.
- C. Transmit each item with the appropriate Submittal transmittal form (attached to this Section 01330 as Exhibits A and B). Identify Project, Contractor, Subcontractor, major supplier, pertinent Drawing sheet and detail number, and Specification Section number as appropriate. 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. Inapplicable portions shall be marked out. Submittals shall be submitted based on each Specification Section. Submittals containing information about more than one Specification Section will be

returned for re-submittal. Submittals shall include all information requested by each Specification Section. **(No partial Submittals shall be accepted.)** Incomplete Submittals will be returned not reviewed by City of Sausalito.

- D. The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show City of Sausalito the materials and equipment Contractor proposes to provide and to enable City of Sausalito to review the information for the limited purposes specified in this Section 01330. Submittals 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 City of Sausalito may require to enable City of Sausalito to review the Submittal. The quantity of each Submittal to be submitted will be as required by individual Specification Sections or this Section 01330.
- E. At the time of each submission, give City of Sausalito specific written notice of all variations, if any, that the submitted Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal submitted to City of Sausalito for review and approval of each such variation. If City of Sausalito accepts deviation, City of Sausalito will note its acceptance on the returned Submittal transmittal form.
- 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 Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:
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 sole 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 Sausalito of a Submittal shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately **above in this paragraph 1.2 of Section 01330**, 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 Sausalito or Architect/Engineer or other consultant designated by City of Sausalito, of each of Contractor's Submittals, one set of material will be returned to Contractor with actions defined as follows:
1. **NO EXCEPTIONS TAKEN** - Accepted subject to its compatibility with future Submittals and Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
 2. **MAKE CORRECTIONS NOTED** (NO RESUBMISSIONS REQUIRED) - Same as item 1 **above**, except that minor corrections as noted shall be made by Contractor.
 3. **REVISE AS NOTED AND RESUBMIT** - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by City of Sausalito.
 4. **REJECTED - RESUBMIT** - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.
- J. Make a complete and acceptable Submittal at least by second submission. City of Sausalito reserves the right to deduct monies from payments due Contractor to cover City of Sausalito and Architect/Engineer's additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if Contractor's first re-submittal, following a Submittal which City of Sausalito determines falls within categories 3 or 4 **above**, does not fall within categories 1 or 2 **above**. Deductions will be calculated in accordance with Section 1.2.T of this specification 01330.
- K. Favorable review will not constitute acceptance by City of Sausalito of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from City of Sausalito'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 of

Sausalito's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be 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 of Sausalito, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Favorable review shall be considered to mean merely that City of Sausalito has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed.

- L. City of Sausalito's review will not extend the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- M. Submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Contractor submits incomplete initial Submittal when complete Submittal is required, Submittal may be returned to Contractor without review.
- N. Copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors, and vendors.
- O. After City of Sausalito's review of Submittal, revise as noted and resubmit as required. Identify changes made since previous Submittal.
 - 1. Begin no fabrication or work that requires Submittals until return of Submittals not requiring re-submittal. Do not extrapolate from Submittals covering similar work.
 - 2. Normally, Submittals will be processed and returned to Contractor within ten (10) Days of receipt.
- P. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
- Q. All Submittals shall be **number-identified** by Contractor, prior to submission to City of Sausalito, in accordance with the following:
 - 1. Sequentially number each Submittal by Specification Section (i.e., "1-2", "2-2", "3-2", etc.) as the basis for number identification of Submittals.
 - 2. Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.
 - 3. Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.
 - 4. If the Submittal is a re-submittal (including without limitation after an initial Submittal is rejected, returned without review or marked 'Revise as Noted and Resubmit'), add the suffix designation "A" (i.e., a re-submittal of Submittal 1-2 would be numbered 1A-2). Subsequent re-submittals would be identified by the Submittal number and sequential letters (i.e., "B", "C", "D", etc.).
 - 5. All Submittals shall include all information requested by each Specification Section. No partial Submittals will be accepted unless previously authorized by City of Sausalito. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to re-submittal) is given a new number.
- R. Submission Requirements:
 - 1. **Deliver Submittals to City of Sausalito at least thirty (30) Days before dates reviewed Submittals will be needed.**
 - 2. **Initial Submittal of Installation, Operation, and Maintenance Manuals shall be forty-five (45) Days after the date Submittals that pertain to the applicable portion of the Installation, Operation, and Maintenance Manual is satisfactorily reviewed.**
 - 3. The following table lists the number of initial Submittals required from Contractor for each type of submission, to whom Contractor shall distribute the information, and City of Sausalito's distribution of reviewed submissions. If Contractor needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned transparency Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

| Submittal | Contractor Initial Submittal | | City of Sausalito Submittal Review Return | |
|--|------------------------------|------------------------------|---|------------------------------|
| | # of Original Transparencies | # of Copies/ Prints/ Samples | # of Original Transparencies | # of Copies/ Prints/ Samples |
| | City of Sausalito | City of Sausalito | Contractor | Contractor |
| Shop Drawings | 2 | 9 | 1 | 1 |
| Product Data | 0 | 9 | 0 | 1 |
| Samples | 0 | 5 | 0 | 1 |
| Materials Safety Data Sheets | 0 | 5 | 0 | 1 |
| Installation, Operation, and Maintenance Manuals | 1 | 5 | | 1 |
| Other Documents | 2 | 9 | 1 | 1 |

Accompany Submittals with Submittal transmittal form, in duplicate, containing:

- a. Date, revision date, and Submittal log number.
 - b. **Project name and City of Sausalito's Contract number.**
 - c. Contractor's name, address, and job number.
 - d. Specification Section number clearly identified.
 - e. The quantity of Shop Drawings, Product Data, or Samples submitted.
 - f. Notification of deviations from Contract Documents.
 - g. Materials Safety Data Sheet (MSDS) for each item complying with OSHA's Hazard Communication Standard 29 CFR 1910.1200.
 - h. Other pertinent data.
4. Submittal shall include:
- a. **Date and revision dates.**
 - b. Revisions, if any, identified.
 - c. **Project Name and Contract number.**
 - d. The names of:
 - 1) **Contractor, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent.**
 - e. Identification of product material by location within the Project.
 - f. Relation to adjacent structure or materials.
 - g. Field dimensions, clearly identified as such.
 - h. Specification Section number and applicable detail reference number on the Drawings.
 - i. Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI.
 - j. A blank space, on each Drawing or data sheet, 5" x 4" for the City of Sausalito's stamp.
 - k. Identification of deviations from Contract Documents.
 - l. Contractor's stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria and technical standards in compliance with Contract Documents.
- S. Resubmission requirements:
1. Shop Drawings:
 - a. Revise initial Shop Drawings as required and resubmit as specified for initial Submittals.
 - b. Indicate on Shop Drawings any changes that have been made other than those requested by City of Sausalito.
 2. Product Data and Samples:
 - a. Submit new Product Data and Samples as required for initial Submittals.
 3. Installation, Operation, and Maintenance Manuals:
 - a. Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.
- T. Number of resubmissions:
1. One reexamination of Contractor's Submittals that have been returned for correction or replacement will be included in City of Sausalito's budget. **Any additional re-examination of Contractor's Submittals will be considered additional scope services to be paid by Contractor through City of Sausalito. Contractor shall pay City of Sausalito (or City of Sausalito may deduct from any progress or final**

payment), for design team personnel, on an hourly basis at 2.5 times direct payroll expenses, and for consultant personnel time at 1.25 times the amount billed City of Sausalito.

1.8 SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS

- A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Section 00700 (General Conditions). Submit five copies of final and accepted Schedule of Shop Drawings and Sample Submittals as required by paragraph 1.2A.1 of this Section 01330.
- B. Schedule of Shop Drawing and Sample Submittals will be used by City of Sausalito to schedule its activities relating to review of Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long-lead-time items and of items that require extensive review.
- C. Schedule of Shop Drawing and Sample Submittals will be reviewed by City of Sausalito and shall be revised and resubmitted until accepted by City of Sausalito. These submittals will also be reviewed by SMC's Scheduler for Compliance with the Project Schedule. Lack of Coordination between this Schedule of Shop Drawings and the Project Schedule will be grounds for rejection.
- D. Unless otherwise specified, make Submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Identify on the Submittal which Submittals should be reviewed together.

1.9 SAFETY PROGRAM

- A. Submit one copy of Safety Program specific to these Contract Documents to City of Sausalito. This submittal is for the City of Sausalito's information only.

1.10 PROGRESS SCHEDULE

- A. See Section 01320 (Progress Schedules and Reports) for schedule and report requirements. Section 01320 shall control in any conflict with Section 01330.
- B. Submit **three print copies** and an electronic version, on CD-ROM, of the schedule at each of the following times:
 1. Initial **Progress** Schedule at the Preconstruction Conference.
 2. Original Schedule within thirty (30) Days of the Notice to Proceed date.
 3. Adjustments to the Schedule as required.
 4. Schedule updates monthly, seven (7) Days prior to **monthly** progress meeting.
- C. Submit **three copies** of the reports listed in Section 01320 (Progress Schedules and Reports) with:
 1. Initial Schedule
 2. Original Schedule
 3. Each **monthly** Schedule update
- D. Progress Schedules and Reports shall be submitted on 3½-inch, high-density floppy disks) or other electronic media, **using software described in paragraph 1.01C of Section 01320** (, in addition to hard copies specified in this paragraph 1.5. Electronic files shall be complete copies, including all programs and electronic coding

1.11 PRODUCT DATA

- A. submit five copies of complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Product or Catalog Data:
 1. Manufacturer's standard drawings shall be modified to delete non-applicable data or include applicable data.
 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data:
 - a. Mark each copy to identify pertinent materials, products, or models.
 - b. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
 - c. Include applicable MSDS.
- D. Supplemental Data:

1. Submit number of copies that Contractor requires, plus **two** copies that will be retained by City of Sausalito.
 2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.
- E. Provide copies for Project Record Documents described in Section 01770 (Contract Closeout).

1.12 SHOP DRAWINGS

- A. Minimum Sheet Size: 8½ inches by 11 inches. All others: Multiples of 8½ inches by 11 inches, 34 inches by 44 inches maximum.
- B. Original sheet or reproducible transparency will be marked with City of Sausalito's review comments and returned to Contractor.
- C. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.
- D. Include manufacturers' installation instructions when required by Specification Section.
- E. If Contractor submits Shop Drawings for items that Shop Drawings are not specified, City of Sausalito will not be obliged to review them.
- F. Contractor is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.
- G. Shop Drawings shall be drawn to scale and completely dimensioned, giving plan view together with such sectional views as are necessary to clearly show construction detail and methods.

1.13 SAMPLES

- A. Submit full range of manufacturers' standard colors, textures, and patterns for City of Sausalito's selection.
- B. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.
- C. Include identification on each sample, giving full information.
- D. Sizes: Unless otherwise specified, provide the following:
 1. Paint Chips: Manufacturers' standard
 2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
 3. Linear Products: Minimum 6 inches, maximum 12 inches long
 4. Bulk Products: Minimum 1 pint, maximum 1 gallon
- E. Full size samples may be used in Work upon approval by City of Sausalito.
- F. Field Samples and Mock-ups (if applicable):
 1. Erect field samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.
 2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by City of Sausalito.
 3. Approved field samples and mock-ups may be used in Work upon approval by City of Sausalito.
 4. Construct or prepare as many additional Samples as may be required, as directed by the City of Sausalito, until desired textures, finishes, and/or colors are obtained.
 5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.
- G. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.
- H. Finishes, materials, and workmanship in the completed Work shall match accepted Samples.

1.14 NOT USED

1.15 QUALITY ASSURANCE CONTROL SUBMITTALS

- A. Test Reports:
 1. Submit three copies; one copy will be marked with City of Sausalito's review comments and returned to Contractor.
 2. Indicate that material or product conforms to or exceeds specified requirements.
 3. Reports may be from recent or previous tests on material or product, but shall be acceptable to City of Sausalito. Comply with requirements of each individual Specification Section.
- B. Certificates:

1. Submit five copies; one copy will be marked with City of Sausalito's review comments and returned to Contractor.
 2. Indicate that material or product conforms to or exceeds specified requirements.
 3. Submit supporting reference data, affidavits, and certifications as appropriate.
 4. Certificates may be recent or from previous test results on material or product, but shall be acceptable to City of Sausalito.
- C. Manufacturers' Instructions:
1. Submit five copies; one copy will be marked with City of Sausalito's review comments and returned to Contractor.
 2. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
 3. Identify conflicts between manufacturers' instructions and Contract Documents.
- D. Material Safety Data Sheets:
1. In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, submit five copies for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual Specification Sections **or as otherwise specified in the Contract Documents**.
 2. MSDS required for a Submittal shall be submitted with product data in order for the Submittal to be reviewed.

1.16 INSTALLATION, OPERATIONS, AND MAINTENANCE MANUALS

- A. Sheet Size: 8½ x 11 inch
- B. Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
- C. Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching.
- D. **Multiple Items:** Multiple items may be combined into one binder; tab each section with plastic-coated dividers.
- E. **Page Protectors:** Provide plastic sheet lifters prior to first page and following last page.
- F. Binder title: Include the following title on front and spine of binder:

THE CITY HALL LIBRARY RENOVATION PROJECT
INSTALLATION, OPERATION, AND MAINTENANCE MANUAL, (YEAR)

- G. Contents:
1. Introductory Information:
 - a. Title page providing the same information as paragraph 1.11F above
 - b. Contractor's name, address, and telephone number
 - c. Table of Contents
 2. Include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:
 - a. Equipment function, normal operating characteristics, limiting operations.
 - b. Assembly, disassembly, installation, alignment, adjustment, and checking instructions.
 - c. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
 - d. Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.
 - e. Guide to "troubleshooting."
 - f. Parts list and predicted life of parts subject to wear.
 - g. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.
 - h. Test data and performance curves.
 - i. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
 - j. Copies of parts lists or other documents packed with equipment when delivered.
 - k. Instrumentation or tag numbers relating the equipment back to the Contract Documents.
 3. Index

- H. Final Submittal: Upon favorable review of Installation, Operation, and Maintenance Manual(s) by City of Sausalito, deliver one additional hard copy and one electronic copy, on CD-ROM, of the final approved Installation, Operation, and Maintenance Manual(s). Electronic media format copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. City of Sausalito utilizes **Microsoft Access Program** for records-keeping and facilitating maintenance functions. Contractor shall complete the Equipment and Tasks lists in digital format for each piece of equipment supplied. Instructions are attached hereto in Appendix 1.
- I. Electronic Media Format: Compatible with Microsoft® Word 2000 for Windows, AutoCAD 2000 for Windows in drawing format (.DWG), or Adobe (.PDF) unless directed otherwise by City of Sausalito. All files shall be delivered on a unique CD-ROM.
- J. Draft Submittal: The Draft Submittal of Installation, Operation, and Maintenance Manuals shall be submitted to City of Sausalito prior to equipment startup.

1.17 COMPUTER PROGRAMS

- A. When any equipment requires operation by computer programs, submit copy of program on appropriate diskette, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows 2000 compatible. Provide required licenses to City of Sausalito at no additional cost.

1.18 PROJECT RECORD DOCUMENTS

- A. Submit one copy of each of the Project Record Documents listed in Section 01770 (Contract Closeout).

1.19 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.

1.20 OPTIONAL REVIEW MEETING

- A. At the Contractor's request, in order to facilitate the timeliness of the review process, the City of Sausalito may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply:
 - 1. Request a meeting date with the City of Sausalito at least ten (10) Business Days in advance.
 - 2. Provide the complete package of Submittal information at least five (5) Business Days in advance of the meeting.
 - 3. The meeting shall take place at City of Sausalito's office. City of Sausalito will provide the authorized staff to review and respond on the Submittal information during the meeting.
 - 4. Make available for this meeting the job superintendent and/or foreman, Contractor's safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

TRANSMITTAL SHEETS AND MAINTENANCE SHEET FOLLOW THIS PAGE

Submittal Transmittal Form

**EXHIBIT A
SUBMITTAL
TRANSMITTAL NO. _____**

| Project Name: [] | | | Date: Previous Transmittal Date: | |
|-------------------|-------------|-------------------------------|-------------------------------------|---------------|
| Contractor: | | | Checked By: | |
| Transmitted to: | | Copies to: | | |
| Address: | | Address: | | |
| Attention: | | Attention: | | |
| | | Specification Section Number: | | |
| No. Copies | Description | Manufacturer | Dwg. or Data No. | Action Taken* |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Remarks:

* The action designated above is in accordance with the following legend:

- | | |
|---|---|
| A – No Exceptions Taken | E – City of Sausalito’s review not required |
| B – Make Corrections Noted (No Resubmission Required) | 1. Submittal not required |
| C. – Make Corrections Noted and Resubmit | 2. Supplemental information. Submittal retained for informational purposed only |
| D – Not Approved | 3. Information reviewed and approved on prior Submittal |
| 1. Not enough information for review | 4. See comments |
| 2. No reproducibles submitted | |
| 3. Copies illegible | |
| 4. Not enough copies submitted | |
| 5. Wrong sequence number | |
| 6. Wrong re-submittal number | |
| 7. Wrong Specification section number | |
| 8. Wrong form used | |
| 9. See comments | |

Comments

Distribution: Contractor File IOR City of Sausalito CM Other

EXHIBIT B
INSTALLATION, OPERATION, AND MAINTENANCE MANUAL
TRANSMITTAL NO. _____

| Project Name: [_____] | | Date: Previous Transmittal Date: | | |
|-------------------------|-------------|-------------------------------------|------------------|---------------|
| Contractor: | | Checked By: | | |
| Transmitted to: | | Copies to: | | |
| Address: | | Address: | | |
| Attention: | | Attention: | | |
| | | Specification Section Number: | | |
| No. Copies | Description | Manufacturer | Dwg. or Data No. | Action Taken* |
| | | | | |
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Remarks: _____

- * The action designated above is in accordance with the following legend:
- | | |
|---|---|
| <p>A – No exceptions taken B – Make Corrections Noted (No Resubmission Required) C. – Make Corrections Noted and Resubmit D – Not Approved– this manual Submittal is deficient in the following area:</p> <ol style="list-style-type: none"> 1. Equipment record sheets 2. Functional description 3. Assembly, disassembly, installation, alignment, adjustment, and checkout instructions 4. Operating instructions | <p>D – (continued)</p> <ol style="list-style-type: none"> 5. Lubrication and maintenance instructions 6. Troubleshooting guide 7. Parts list and ordering instructions 8. Organization (indexing and tabbing) 9. Wiring diagrams and schematics specific to installation 10. Outline, cross section, and assembly diagrams 11. Test data and performance curves 12. Tag or equipment identification numbers 13. See comments |
|---|---|

Comments _____

| | | | |
|---|-------------------------------|------------------------------|--|
| | By | Date | |
| Distribution: Contractor <input type="checkbox"/> | File <input type="checkbox"/> | IOR <input type="checkbox"/> | City of Sausalito <input type="checkbox"/> |
| Other <input type="checkbox"/> | | | CM <input type="checkbox"/> |

SECTION 01350

SPECIAL PROCEDURES

PART 1 GENERAL

1.21 SUMMARY

- A. Section Includes:
 - 1. Cultural resources.
 - 2. Hazardous materials/waste.
 - 3. Tree protection.

1.22 DEFINITIONS

1.23 SUBMITTALS

- A. See Section 01330 (Submittal Procedures).
- B. Name and address of the selected treatment, recycling, or disposal facilities for contaminated soil disposal.
- C. Hazardous waste manifests "if applicable."
- D. Non-hazardous waste manifests "if applicable."
- E. Facility weight tickets "if applicable."

1.24 CULTURAL RESOURCES

- A. If cultural resources are encountered during construction of the Project, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify City of Sausalito's Representative immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for City of Sausalito's Representative to evaluate the nature and significance of the find, and implement appropriate management procedures.
- B. In the event that prehistoric human remains are encountered, further excavation or disturbance of the site shall cease immediately, pursuant to Health and Safety Code 7050.5. Contractor shall notify City of Sausalito's Representative immediately upon encountering human remains. Contractor shall move on to another location or phase of Work to allow proper assessment of the situation.
- C. Contractor may be entitled to an increase in Contract Sum and Contract Time due to conditions described in this paragraph 1.4 of this Section 01350. The Contractor shall take all measures to avoid and/or mitigate delays due to Cultural Resource finds such as; avoiding the area of the find and proceeding with other work on the project; developing "work around" plans; and documenting its best efforts to avoid and/or mitigate delays. See Section 01320 regarding requirement to demonstrate Time Impacts.

1.25 HAZARDOUS MATERIALS/WASTE

- A. Comply with Sections 5163 through 5167 of the *General Industry Safety Orders (California Code of Regulations, Title 8)* to protect the Site from being contaminated by the accidental release of any hazardous materials and/or waste.
- B. If Contractor encounters subsurface contamination, the following provisions and precautionary measures shall be implemented during construction:
 - 1. Contractor's personnel shall be alert for and immediately report to City of Sausalito's Representative any detectable chemical odors, unusual debris, or discolored soil.
 - 2. Should the discovery of contaminants cause delay to Contractor's operations, extension of Contract Time will be granted by City of Sausalito in accordance with Section 00700 (General Conditions), and Section 01320. Contractor may not be entitled to damages or additional payment due to such delay. City of Sausalito may, if it believes appropriate in its sole discretion, grant an extension of Contract Time. The Contractor shall take all measures to avoid and/or mitigate delays due to Hazardous Materials/Waste finds such as; avoiding the area of the find and proceeding with other work on the project; developing "work

- around” plans; and documenting his best efforts to avoid and/or mitigate delays. See Section 01320 regarding requirement to demonstrate Time Impacts.
3. If hazardous materials are encountered, they shall be handled in accordance with applicable local, state, and federal regulations which may include: (1) CCR Title 8, Division 4, Chapter 4, Section 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR, Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Hazardous Waste to Land).
- C. Disposal requirements: Soils containing hazardous materials shall be disposed by Contractor at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.
 - D. Fees: Pay for any fees associated with the treatment, recycling, or disposal of these soils. Any additional soil sampling and chemical analyses required for acceptance of the soil at facilities other than those described above may be deemed to be the responsibility of Contractor.
 - E. Transport: Transport the soils to the selected facilities under approved manifests and submit copies of these manifests and the facility weight tickets to City of Sausalito’s Representative.
 - F. Dewatering: Construct, operate and maintain as required by applicable laws, codes and standards, and to complete the Work all necessary cofferdams, channels, pipes, flumes, drains, sumps, well points and protective works; and furnish, install, operate and maintain all necessary pumping and other equipment for dewatering the areas of Work suspected of containing hazardous materials; and control all surface flow and groundwater as may be encountered while performing the Work. Remove all water that may accumulate in the excavation while the Work progresses so that all Work can be performed in dry conditions. All contaminated water shall be removed from the excavation before it is backfilled. The excavation shall be kept free from water until backfilling has progressed to a height above the water source.
 - G. Water sampling and chemical analysis: Water samples shall be collected from the holding tanks and submitted to a State-Certified chemical analysis laboratory. Chemical analyses required for the samples shall at a minimum include: TPHg following EPA Test Methods 5030/8015 (modified); benzene, toluene, ethylbenzene, and total xylenes (BTEX) following EPA Test Method 8020; and chlorinated solvents following EPA Test Method 8010. Perform additional chemical analyses that may be required for disposal or recycling of the water. Laboratory chemical analysis reports associated with the water samples shall be provided to City of Sausalito’s Representative.
 - H. Removal of dewatering equipment: After having served their purpose, all protective works, and dewatering pumps, shall be decontaminated and removed from the Site. Contractor is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.

1.26 TREE PROTECTION

- A. Definitions:
 1. Dripline: The area on the ground from the trunk of any tree to the point directly below the outermost tips of the foliage of that tree.
 2. Root Protection Zone (“RPZ”): The areas enclosed with tree protection fencing as designated on the drawing(s).
 3. Tree damage: Tree damage shall include, but not be limited to, the following: significant injury to the root system or other parts of a tree including burning, application of toxic substances, damaging through contact with equipment or machinery, changing the natural grade within the Dripline or RPZ, compacting the soil within the Dripline or RPZ, interfering with the normal water requirements of the tree, unauthorized trenching or excavating within the Dripline or RPZ, or unauthorized removal of more than 1/3 of the live wood, foliage, or roots.
- B. Root protection: No storage of materials or equipment will be allowed within the Dripline. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk.
- C. Exposure to harmful substances: No storage or dumping of any substances that may be harmful to trees shall occur at any location on the Site.
- D. Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will cause minimum damage. City of Sausalito will designate trees that are to be removed. Under no circumstances are additional trees to be removed without written permission from City of Sausalito. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from Contractor’s operations.

- E. Any tree that is removed without City of Sausalito's permission or is irreparably damaged, in the opinion of City of Sausalito, shall cost Contractor in damages **[\$100.00]** per square inch of cross section, measured at 4 ½ feet above ground, but not less than **[\$250.00]**, such cost to be deducted from monies due or to become due under the Contract. If tree protection is not performed or is not performed adequately, and City of Sausalito determines that a tree has been irreparably damaged, Contractor shall pay the same amount of damages as for unauthorized removal of a tree. Contractor shall immediately report all tree damage to City of Sausalito, so that City of Sausalito may determine applicable damages.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01410

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.27 SUMMARY

- A. 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 agency in effect at the time of the opening of bids, except as may be otherwise specifically stated in the Contract Documents.
- 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 City of Sausalito before proceeding with the Work.

1.28 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 these requirements. The listing of applicable codes, laws, and regulations for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Specifications occurs, the most stringent requirements shall be used.
- 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 Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Drawings and Specifications shall take precedence so long as such increase is legal.
 - 3. Where no requirements are identified on Drawings or in Specifications, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

1.29 CODES

- A. Codes that apply to Contract Documents include, but are not limited to, the following:
 - 1. CBC (Part 2, Title 24, CCR, including, without means of limitation, Sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)
 - 2. CEC (Part 3, Title 24, CCR)
 - 3. CMC (Part 4, Title 24, CCR)
 - 4. CPC (Part 5, Title 24, CCR),
 - 5. State Elevator Safety Regulations (Part 7, Title 24, CCR)
 - 6. UBC
 - 7. UPC
 - 8. UMC
 - 9. NEC

1.30 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:
 - 1. Federal
 - a. Americans with Disabilities Act of 1990
 - b. 29 CFR, Section 1910.1001, Asbestos
 - c. 40 CFR, Subpart M, National Emission Standards for Asbestos

- d. Executive Order 11246
- e. Federal Endangered Species Act
- f. Clean Water Act
- 2. State of California
 - a. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
 - b. California Public Contract Code
 - c. California Health and Safety Code
 - d. California Government Code
 - e. California Labor Code
 - f. California Civil Code
 - g. California Code of Civil Procedure
 - h. CPUC General Order 95, Rules for Overhead Electric Line Construction
 - i. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
 - j. Cal/OSHA
 - k. OSHA: Hazard Communications Standards
 - l. California Endangered Species Act
 - m. Water Code
 - n. Fish and Game Code
- 3. State of California Agencies
 - a. Department of Fish and Game
 - b. Bay Area Air Quality Management City of Sausalito
 - c. San Francisco Bay Regional Water Quality Control Board
- 4. Local Agencies:
 - a. Southern Marin Fire City of Sausalito
 - b. Regional Water Quality Control Board requirements for storm water runoff control
- 5. Other Requirements:
 - a. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
 - b. References on Drawings or in Specifications to “code” or “building code” not otherwise identified shall mean the codes specified in this Section 01410, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.
- B. Have access to all of the foregoing within 24 hours.
- C. 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 City of Sausalitos.
 - 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 time of opening of the bids.
- D. Under California Government Code Section 930.2 et. seq. and Public Contract Code Section 7105(d)(2), neither the Contract Claims Procedure (Section 00700, Article 12) nor the Change Order Procedure (Section 01250) may be modified, waived, or otherwise not complied with, absent a written change order that explicitly and expressly makes such modifications.

1.31 CONFLICTS

- A. Between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.
- B. Between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

1.32 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

- A. The California Public Contract Code specifies required provisions on resolving contract claims less than \$375,000, which are set forth below, and constitute a part of this Contract.

1. For the purposes of this section, “Claim” means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by City of Sausalito. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Section 00700 (General Conditions) and be submitted in compliance with all requirements of Section 00700 (General Conditions), paragraph 12. Separate Claims which total more than \$375,000 do not qualify as a “separate demand of \$375,000 or less,” as referenced above, and are not subject to this section.
 2. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in claim in compliance with Contract Documents claim submission requirements.
 3. Caution. This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.
- B. Procedure:
1. The Claim must be in writing, submitted in compliance with all requirements of Section 00700 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Section 00700 (General Conditions), paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Section 00700 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.
 2. For Claims of fifty thousand dollars (\$50,000) or less
 - a. City of Sausalito shall respond in writing within forty-five (45) days of receipt of the Claim, or
 - b. City of Sausalito may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims City of Sausalito may have against Claimant.
 - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of City of Sausalito and Claimant.
 - 2) City of Sausalito’s written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 3. For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000:
 - a. City of Sausalito shall respond in writing within sixty (60) days of receipt of the Claim, or
 - b. City of Sausalito may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims City of Sausalito may have against Claimant.
 - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of City of Sausalito and Claimant;
 - 2) City of Sausalito’s written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 4. Meet and Confer:
 - a. If Claimant disputes City of Sausalito’s written response, or City of Sausalito fails to respond within the time prescribed above, Claimant shall notify City of Sausalito, in writing, either within fifteen (15) days of receipt of City of Sausalito’s response or within fifteen (15) days of City of Sausalito’s failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand City of Sausalito will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
 - b. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth in paragraph 12.2.B of Section 00700 (General Conditions), until the time that Claim is denied as a

result of the meet and confer process, including any period of time utilized by the meet and confer process.

1.33 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 the Contract Documents 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, 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 the Contract Documents.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

1.23SECTION 01411

1.23REGULATORY REQUIREMENTS - HAZARDOUS MATERIALS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Regulatory requirements applicable to Work in connection with hazardous waste abatement and disposal including, but not limited to, asbestos and asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum-contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste.
- B. This Section supplements Section 01410 (Regulatory Requirements) and the Work-specific listings of applicable regulatory requirements elsewhere in the Specifications.

1.2 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in Contract Documents. Codes, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with their requirements. The listing herein of applicable codes, laws, and regulations for hazardous waste abatement work is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Specifications exists, the most stringent requirements shall be used.
- B. Conform to all applicable codes, laws, ordinances, rules and regulations that are in effect on date of contracting.

1.3 LAWS, ORDINANCES, RULES, AND REGULATIONS

- A. During prosecution of Work under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations including, but not limited to, those listed below.
- B. Federal:
 - 1. Statutory Requirements:
 - a. Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 *et seq.*
 - b. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U. S.C. Sections 9601 *et seq.*
 - c. Toxic Substances Control Act of 1976, 15 U.S.C., Sections 2601 *et seq.*
 - d. Hazardous Materials Transportation Act of 1975, 49 U.S.C. Sections 1801 *et seq.*
 - e. Clean Water Act, 33 U.S.C. Sections 1251 *et seq.*
 - f. Safe Drinking Water Act, 42 U.S.C., Sections 3001 *et seq.*
 - g. Clean Air Act, Section 112, 42 U.S.C., Section 7412
 - h. Occupational Safety and Health Act of 1970, 29 U.S.C., Sections 651 *et seq.*
 - i. Underground Storage Tank Law, 42 U.S.C., Sections 6991 *et seq.*
 - j. The Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C., Sections 11011 *et seq.*
 - 2. Environmental Protection Agency (EPA):
 - a. 40 C.F.R. Parts 260, 264, 265, 268, 270
 - b. 40 C.F.R. Parts 258 *et seq.*
 - c. 40 C.F.R. Part 761
 - d. 40 C.F.R. Parts 122-124
 - 3. Occupational Safety and Health Administration (OSHA):
 - a. OSHA Worker Protection Standards, Title 29 C.F.R. Part 1926.58, Construction Standards and 29 C.F.R. 1910.1001 General Industry Standard
 - b. OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos
 - c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
 - d. National Emission Standard for Hazardous Air Pollutants, Title 40 C.F.R. Part 61
 - e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763
 - 4. Department of Transportation:

- a. Title 49 C.F.R. 173.1090
 - b. Title 49 C.F.R. 172
 - c. Title 49 C.F.R. 173
 - d. DOT, HM 181 and MH126f
- C. State of California Requirements:
- 1. Statutory Law:
 - a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Safety Code, Sections 25300 *et seq.*
 - b. Health and Safety Code, Section 25359.4
 - c. Hazardous Waste Control Law, Health & Safety Code, Sections 25100 *et seq.*
 - d. Porter-Cologne Water Quality Control Act, Water Code, Sections 13000 *et seq.*
 - e. Health and Safety Code, Sections 25915-25924
 - f. California Labor Code Chapter 6, including, without limitation, Sections 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080
 - g. Business and Professions Code, including without limitation, Sections 7058.5, 7065.01, 7118.5
 - h. Underground Storage of Hazardous Substance Act, Health and Safety Code, Sections 25280 *et seq.*
 - i. Petroleum Underground Storage Tank Cleanup, Health and Safety Code, Sections 25299.10 *et seq.*
 - j. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code, Sections 25249.5 *et seq.* (Proposition 65)
 - k. Above Ground Petroleum Storage Act, Health and Safety Code, Sections 25270 *et seq.*
 - l. Hazardous Materials Release Response Plans and Inventory, Health and Safety Code, Chapter 6.95
 - 2. Administrative Code and Regulations:
 - a. Title 22 CCR Division 4.5, Environmental Health Standards for the Management of Hazardous Waste, Sections 6600 *et seq.*
 - b. Cal/OSHA Worker Protection Standards, Title 8 CCR, Sections 1529, 5208
 - c. Title 8 CCR, Section 1532.1, Lead in Construction
 - d. Title 23 CCR, Sections 2610 *et seq.*
 - 3. Local Agency Requirements:
 - a. Bay Area Air Quality Management City of Sausalito, Fugitive Dust Rules
 - b. Bay Area Air Quality Management City of Sausalito Regulation 11-2-303
 - c. State Water Resource Control Board, General Construction Activity Stormwater Permit Requirements (Order 92-OS DWQ)
 - 4. Local Agency Requirements:
 - a. Southern Marin Fire City of Sausalito, Mill Valley
 - b. County of Marin Building Inspection Division

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

1.23SECTION 01455

1.23 TESTING AND INSPECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contractor's Quality Control
- B. Quality of the Work
- C. Inspections and Tests by Division of State Architect
- D. Inspections and Tests by Serving Utilities
- E. Inspections and Tests by Manufacturer's Representatives
- F. Inspections by Independent Testing and Inspection Agency
- G. Additional Testing and Inspection

1.2 CONTRACTOR'S QUALITY CONTROL

- A. Contractor's Quality Control: Ensure that products, services, workmanship and Site conditions comply with requirements of Drawings and Specifications by coordinating, supervising, testing, and inspecting the Work and by utilizing only suitably qualified and appropriately audited, licensed or trained, personnel.
- B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of Drawings and Specifications, including, by reference, all codes, laws, rules, regulations, and standards. When no quality basis is prescribed, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.
- C. Quality Control Personnel: Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

1.3 QUALITY OF THE WORK

- A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.
- B. Quality of Installation: 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, as shown on or required by Contract Documents.
- C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by City of Sausalito.
- D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.
- E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Secure City of Sausalito's advanced written consent. Document and explain all deviations from reference standards and building code research 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.
- F. Verification of Quality: Work shall be subject to verification of quality by City of Sausalito in accordance with provisions of the Contract Documents.
 - 1. Cooperate by making Work available for inspection by independent testing and inspection agencies.
 - 2. Such verification may include mill, plant, shop, or field inspection as required.
 - 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
 - 4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by City of Sausalito.
 - 5. Applicable provisions of the Contract Documents shall govern Contract Modifications, if any, resulting from such verification activities.

- G. Observations by City of Sausalito's Consultants: Periodic and occasional observations of Work in progress will be made by City of Sausalito and City of Sausalito's consultants as deemed necessary to review progress of Work and general conformance with design intent.
- H. Limitations on Inspection, Testing and Observation: Neither employment of independent testing and inspection agency nor observations or tests by City of Sausalito and City of Sausalito's consultants shall in any manner relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.
- I. City of Sausalito's Acceptance and Rejection of Work: City of Sausalito reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications, or otherwise defective.
- J. Correction of Defective Work: Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.
- K. Acceptance of Defective Work: Acceptance of defective Work, without specific written acknowledgement and approval of City of Sausalito, shall not relieve the Contractor of the obligation to correct such Work.
- L. Contract Adjustment for Defective Work: Should City of Sausalito determine that it is not feasible or in City of Sausalito's interest to require defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between City of Sausalito and Contractor. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of Section 00700 (General Conditions).
- M. Non-Responsibility for Defective Work: City of Sausalito and City of Sausalito's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.
- N. Responsibility for Defective Work: Contractor shall have full responsibility for all consequences resulting from defective work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and City of Sausalito and re-Work, and extra time and costs of all types. Contractor waives excuses for defective work relating to City of Sausalito's prior review of Submittals and/or prior failure to notice defective work in place on inspection.

1.4 INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

- A. Regulatory Requirements for Testing and Inspection: Contractor shall also comply with Uniform Building Code (UBC) requirements and all other requirements of governing authorities having jurisdiction.
- B. Inspections and Tests by Governing Authorities: Contractor shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.
 - 1. Such authorities may include, but are not limited to, County of Marin, Public Works Department, Fire Department, and similar agencies.
 - 2. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.

1.5 INSPECTIONS AND TESTS BY SERVING UTILITIES

- A. Cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling conducting and paying for such inspections shall be solely the Contractor's responsibility.

1.6 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

- A. Cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

1.7 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

- A. City of Sausalito will select an independent testing and inspection agency or agencies approved by the Architect/Engineer to conduct tests and inspections in accordance with Part 1, Title 24, Section 4-335, California Code of Regulations and as indicated on Drawings, in Specifications and as required by governing authorities having jurisdiction.
- B. Responsibility for time and costs shall be as indicated in schedule below. All time and costs for Contractor's service related to such tests and inspections shall be included in Contract Time and Contract Sum.
- C. Notify City of Sausalito and Inspector in writing (and, if provided, on inspection request form provided by City of Sausalito) and, if directed by City of Sausalito, testing and inspection agency, when Work is ready for specified tests and inspections. Deliver this written notification at least 72 hours before the requested inspection date.

- D. Pay for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:
 - 1. Contractor's failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
 - 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.
- E. Tests and special inspections to be paid by City of Sausalito may, where required, include the following:

SECTION **MATERIAL TESTS**

SECTION **SPECIAL INSPECTION**

SECTION **ENVIRONMENTAL TESTS**

- F. Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted to City of Sausalito's Representative, or any other consultant City of Sausalito designates, Architect/Engineer, Contractor and any agency having jurisdiction (if required by Code).
 - 1. Reports shall clearly identify the following:
 - a. Date issued.
 - b. Project name and number.
 - c. Identification of product and Specifications Section in which Work is specified.
 - d. Name of inspector.
 - e. Date and time of sampling or inspection.
 - f. Location in Project where sampling or inspection was conducted.
 - g. Type of inspection or test.
 - h. Date of test.
 - i. Results of tests.
 - j. Comments concerning conformance with Contract Documents and other requirements.
 - 2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
 - 3. Samples taken but not tested shall be reported.
 - 4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
 - 5. When requested, testing and inspection agency shall provide interpretations of test results.
- G. Contractor Responsibilities in Inspections and Tests:
 - 1. Unless specified otherwise, notify Inspector, City of Sausalito's Representative, or any other consultant City of Sausalito designates, Architect/Engineer and independent testing and inspection agencies 48 hours in advance of expected time of each test and inspection, and for all other operations requiring inspection and testing services, by submitting Contractor's inspection request in writing (or, if City of Sausalito provides a specific form, on that form).
 - a. When tests or inspections cannot be performed after such notice, reimburse City of Sausalito for testing and inspection agency personnel and travel expenses incurred due to Contractor's negligence.
 - 2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
 - 3. Cooperate with Inspector, City of Sausalito's Representative, or any other consultant City of Sausalito designates, and City of Sausalito's consultants. Provide access to Work areas and off-Site fabrication and assembly locations, including during weekends and after normal Work hours.
 - 4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Site or at source of products to be tested, and to store and cure test samples.

5. Provide, at least fifteen (15) Days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.

1.8 ADDITIONAL TESTING AND INSPECTION

- A. If initial tests or inspections made by the Inspector or City of Sausalito's Representative, or any other consultant City of Sausalito designates reveal that materials do not comply with Title 24, California Code of Regulations or with the Contract Documents, or if City of Sausalito has reasonable doubt that materials do not comply with Title 24, California Code of Regulations or 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 of Sausalito 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 deducted from Contract Sum.
 3. If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

1.23

1.23SECTION 01500

1.23TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Temporary Electricity
 2. Temporary Communications.
 3. Temporary Water
 4. Fences
 5. Protection of Public and Private Property
 6. Temporary Sanitary Facilities
 7. Temporary Barriers and Enclosures
 8. Water Control
 9. Pollution Control
 10. Construction Aids
 11. Erosion Control
 12. Noise Control
 13. Traffic Control
 14. Removal of Temporary Facilities and Controls

1.2 TEMPORARY ELECTRICITY

With the City of Sausalito's consent, power may be obtained from City of Sausalito at no cost to Contractor, but Contractor must provide all necessary wiring and appurtenances for connection to City of Sausalito's system. Contractor must coordinate point of connection with the City of Sausalito.

1.3 TEMPORARY COMMUNICATIONS

Provide, maintain, and pay for all applicable communications and data services (including without limitation telephone, facsimile, e-mail and internet) to field office commencing at time of Project mobilization, including all installation and connection charges. In addition, the Contractor shall provide, maintain and pay for a high speed internet service (minimum DSL) at the Site for both Contractor's field office and Construction Manager's trailer.

1.4 TEMPORARY WATER

- A. Provide, maintain, and pay for suitable quality water service required for construction operations.
- B. Contractor may be allowed to utilize water from the City of Sausalito, with City of Sausalito's approval. However, City of Sausalito does not guarantee availability of this water. Contractor shall furnish necessary pipe, hose, nozzles, meter, and tools and perform all necessary labor to connect to the City of Sausalito's system. Unnecessary waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants; in no case shall pipe wrenches be used for this purpose.

1.5 FENCES

- A. All existing fences affected by the Work shall be maintained by Contractor until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until City of Sausalito gives written permission to do so, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
- B. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original locations.

1.6 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures

affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

- B. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the City of Sausalito, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.
- C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

1.7 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.
- B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.
- C. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.
- D. Provide temporary sanitary facilities for City of Sausalito Staff during utility interruptions.

1.8 TEMPORARY BARRIERS AND ENCLOSURES

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for City of Sausalito's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades required by governing authorities for public access to existing buildings.
- C. Protect vehicular traffic, stored materials, Site, and structures from damage.

1.9 WATER CONTROL

The following will be performed in accordance with the SWPPP specification, as specified in 1.13 of Section 01500.

- A. Grade Site to drain.
- B. Maintain excavations free of water.
- C. Protect Site from puddling or running water.
- D. Provide water barriers as required to protect Site from soil erosion.
- E. Provide for drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.
- F. Clean, enlarge and/or supplement existing drainage channels and conduit as necessary to carry all increased runoff attributable to Contractor's operations. Construct dikes as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect City of Sausalito's facilities and the Work, and to direct water to drainage channels or conduits. Provide ponding as necessary to prevent downstream flooding.

1.10 POLLUTION CONTROL

The following will be performed in accordance with the SWPPP Specification, as specified in 1.13 of Section 01500.

- A. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible Best Management Practices (BMPs) shall be taken to prevent such materials from entering any drain to watercourse.
- B. The Contractor shall implement BMPs during construction activities as specified in the California Storm Water Best Management Practices Handbook (Stormwater Quality Task Force, 1993) and/or the Manual of Standards for Erosion and Sediment Control Measures (ABAG, 1995). Erosion and sedimentation control practices shall include installation of silt fences, straw wattle, soil stabilization, revegetation, and runoff control to limit

increases in sediment in stormwater runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geofabrics, drainage swales, and sand bag dikes.

- C. In the event that dewatering of excavations is required, Contractor shall obtain the necessary approval and permits for discharge of the dewatering effluent from the local jurisdiction. Contractor shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

1.11 CONSTRUCTION AIDS

Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. Construction aids shall be furnished without charge to the Subcontractors, and all necessary erection, maintenance, and operating personnel shall be included. In the event of conflict, the contractor furnishing the equipment shall determine priorities in the best interest of the Project.

1.12 EROSION CONTROL

A. GENERAL

Provide all materials, equipment and labor necessary to furnish and install straw wattles, silt fence barriers, hydroseed, or other Best Management Practices (BMP's) at locations shown on the Contractors Storm Water Pollution Prevention Plan.

1. Contractor shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations that will disturb the natural protection.
2. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

- B. STORM WATER POLLUTION PREVENTION PLAN: Prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) tailored to the Contractor's operations, methods and equipment. Comply with State Water Resources Control Board requirements. The SWPPP shall be reviewed and approved by the authority having jurisdiction prior to the start of work. The SWPPP shall be tailored to the contractor's approach to the work in this contract. The Contractor shall as a minimum address:

1. Cut and fill operations
2. Temporary stockpiles
3. Vehicle and equipment storage, maintenance and fueling operations
4. Concrete, plaster, mortar and paint disposal
5. Dust control
6. Tracking of dirt and mud, on and off of site, and adjacent streets.
7. Pipe flushing and protection of drainage facilities both new and existing, on and off site as required by State Water Resources Control Board.

1.13 NOISE CONTROL

- A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.
- B. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.
- C. Ensure and provide certification to City of Sausalito that all construction equipment and vehicles used for the Work are:
 1. Maintained in good mechanical condition
 2. Equipped with properly installed engine mufflers

- D. The contractor will take care to minimize construction noise and coordinate construction operations in such a way that construction operations and noise shall not interfere or impact the operations of the College. The City of Sausalito has the authority to shut down contractors operations that are disrupting the College operations with no time or cost impacts for the failure of the contractor to coordinate operations with the City of Sausalito. The following is a partial listing of College events where particular care must be made on the part of the Contractor with regard to Noise Control (See Section 00800 for detailed list):
1. Finals
 2. Commencement
 3. Large community events

1.14 TRAFFIC CONTROL

All traffic associated with the construction, including without limitation delivery and mail trucks, shall follow the City of Sausalito's approved construction traffic route to and from the project site. Contractor shall provide signs directing construction and delivery traffic along this route. Construction truck traffic may be limited to specific, off-peak traffic hours, as directed by City of Sausalito's Representative. - The Contractor shall provide adequate traffic control measures such as Barricades, Flagmen and Escorts for all construction traffic on College roads, pathways and adjacent areas to the construction site.

1.15 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
- B. Remove underground installations.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

1.23

1.23SECTION 01540

1.23SITE SECURITY AND SAFETY

PART 1 GENERAL

1.1 SUBMITTALS

- A. See Section 01330 (Submittal Procedures).
- B. Site Security
- C. Safety Program.
- D. Fire Protection Plan

1.2 PROTECTION

- A. Continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
- B. Properly protect the Work:
 - 1. With lights, guard rails, temporary covers and barricades.
 - 2. Enclose excavations with proper barricades.
 - 3. Brace and secure all parts of the Work against storm and accident.
 - 4. Provide such additional forms of protection that may be necessary under existing circumstances.
- C. Provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

1.3 CONTROL OF SITE

Ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Immediately and permanently remove from the Site any employee found in violation of this provision.

- 1. 1.4 **WORK ON AN OCCUPIED STATION** The work included in this project is to be completed during times when the station is occupied. Project Work Site parking will be limited to required work trucks, equipment pick-up/delivery vehicles and material delivery only. The Contractor's employees parking area is specified in Section 00800 (Supplementary Conditions).
- 2. In addition to any other requirement in the Project Manual, or to enhance any existing requirement in these documents, the Contractor shall be aware of (and furnish and install or otherwise provide) the following:
 - 1) Access to all existing offices and dormitories must be maintained while isolating the Project Work Site by protective measures. Phasing of the work as (or if) required maintaining access to the buildings shall be a requirement of this Bid.
 - 2) Isolation of the Project Work Site referenced immediately above shall be:
 - (a) **For exterior work (if any)**- Protect the area from above by securing the perimeter in such a way that the area is clearly marked and the risk of being struck by falling debris is removed.
 - (b) **For interior work (if any)**- through the combined use of plywood and plastic sheeting walls constructed to prevent accidental entry to the work area and keep dust from entering occupied areas. Walls shall include end clips/brackets with which the individual panels can be made into a "wall section" of indefinite length.
 - b. The fencing shall be maintained and relocated when and as necessary to assure staff/ visitor safety while maintaining a positive isolation barrier between the public and the Project Work Site.
 - c. The contractor shall be responsible for posting, and maintaining, no less than the following construction site signage: CAUTION CONSTRUCTION; HARD HAT AREA; AND KEEP OUT. In the event that the Contractor's insurance carrier mandates that additional safety signs be posted, this contractor shall post and maintain those signs also.
 - d. Construction Site signage shall be posted at the entries/exits from the buildings, at every chain link fence corner and in fence line "straight runs" as necessary to assure that the distance between signs does not exceed 500 linear feet.

1.23

1.5 SITE SECURITY

- A. As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of the City of Sausalito and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.
- B. No claim shall be made against City of Sausalito by reason of any act of an employee or trespasser, and Contractor shall repair all damage to City of Sausalito's property resulting from Contractor's failure to provide adequate security measures.
- C. Contractor shall maintain a lock on the Construction access gate at all times.
- D. Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

1.6 SAFETY PROGRAM

- A. Within fifteen (15) days after Notice to Proceed, submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.
- B. Receipt and/or review of the Safety Program by City of Sausalito, Engineer or City of Sausalito's representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.
- C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with each individual Contractor and Subcontractor.
- D. Safety Program components:
 - 1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
 - 2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b) (4) f.
 - 3. Confined Space Program: The Site contains permit- and non-permit-confined spaces. City of Sausalito will provide Contractor with any available information regarding permit space hazards, entry operations, and safety information relating to work in the permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.
- E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Supply sufficient hard hats to equip properly all employees and visitors.
- F. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Supply PPE to all personnel under Contractor's direction.

1.7 SAFETY REQUIREMENTS

- A. Standards: Maintain the Project in accordance with state and local safety and insurance standards.
- B. Hazards Control:
 - 1. Store volatile wastes in covered metal containers and remove from premises daily.
 - 2. Prevent accumulation of wastes that create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish or waste material on the Site.
 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 3. Do not dispose of wastes into streams or waterways.
- D. Provide accident information **on the forms provided by Contractor**. This information shall be provided on the same day as the occurrence of said incident.

1.8 SITE SAFETY OFFICER

- A. Designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. **Submit** for review by City of Sausalito Contractor's intended **traffic flow plan**, security plan, **program for temporary structures**, housecleaning plan, demolition program, and environmental safety and health plan. After review by City of Sausalito, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by City of Sausalito.
- B. City of Sausalito's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

1.23

1.23SECTION 01600

1.23PRODUCT REQUIREMENTS

1.1 SECTION INCLUDES

- A. Products
- B. Product Options and Substitutions
- C. Product Delivery Requirements
- D. Shipping Requirements
- E. Product Storage and Handling Requirements

1.2 PRODUCTS

- A. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. For similar components, provide interchangeable components of the same manufacturer.

1.3 PRODUCT OPTIONS AND SUBSTITUTIONS

- A. Summary: This paragraph 1.3 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00660 (Substitution Request Form) submittal as provided in Document 00200 (Instructions to Bidders).
- B. Contractor's Options:
 - 1. For products specified only by reference standard: Select any product meeting that standard.
 - 2. For products specified by naming one or more products or manufacturers:
 - a. Select products of any named manufacturer meeting specifications.
 - b. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Section 01600 and a fully executed Document 00660 (Request for Substitution), but using the term "Contractor" each place the term "Bidder" appears in that form.
- C. Substitutions:
 - 1. Except as provided in Document 00200 (Instructions to Bidders) with respect to "or equal" items, City of Sausalito will consider Contractor's substitution requests only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, and whether or not 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 of Sausalito for work on the Project).
 - 2. Submit separate RFS (and four copies) for each product and support each request with:
 - a. Product identification.
 - b. Manufacturer's literature.
 - c. Samples, as applicable.
 - d. Name and address of similar projects on which product has been used, and dates of installation.
 - e. Name, address, and telephone number of manufacturer's representative or sales engineer.
 - f. For construction methods: Detailed description of proposed method; drawings illustrating methods.
 - 3. Where required, 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 variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
 - 4. State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with City of Sausalito for work on the Project) to 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. Submit data relating to changes in construction schedule.
5. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum 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 of Sausalito in evaluating the proposed substitute. City of Sausalito may require Contractor to furnish additional data about the proposed substitute.
 6. City of Sausalito will not consider substitutions which are for the Contractor's convenience, for acceptance (or, in City of Sausalito's sole discretion, City of Sausalito may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:
 - a. Results in delay meeting construction Milestones or completion dates.
 - b. Is indicated or implied on submittals without formal request from Contractor.
 - c. Is requested directly by Subcontractor or supplier.
 - d. Acceptance will require substantial revision of Contract Documents.
 - e. Disrupts Contractor's job rhythm or ability to perform efficiently.
 7. Substitute products shall not be ordered without written acceptance of City of Sausalito.
 8. City of Sausalito will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
 9. Accepted substitutions will be evidenced by an approved Substitution Request Form. All Contract Documents requirements apply to Work involving substitutions.
- D. Contractor's Representation and Warranty:
1. Contractor's RFS constitute a representation and warranty that Contractor:
 - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - b. Will provide the same warranty for substitution as for specified product.
 - c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
 - d. Waives claims for additional costs which may subsequently become apparent.
 2. Will compensate City of Sausalito for additional redesign costs associated with substitution. For substitutions made for the contractors convenience the contractor will be responsible for all costs pertaining to substitution request.
 - a. Pay all costs incurred by the City of Sausalito associated with acceptance of substitutions including, but not limited to design, review and management activities.
 - b. Will be responsible for Construction Schedule slippage due to substitution.
 - c. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by City of Sausalito.
 - d. Will compensate City of Sausalito for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against City of Sausalito, caused by late requests for substitutions or late ordering of products.
- E. City of Sausalito's Duties:
1. Review Contractor's RFS with reasonable promptness.
 2. Notify Contractor in writing of decision to accept or reject requested substitution.
- F. Administrative Requirements:
1. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both.
 2. Provide all agency approvals or other additional information required and Contractor shall pay additional costs for required redesign, inspection, etc. For substitutions made for the Contractors convenience the Contractor will be responsible for all costs pertaining to substitution request.

1.4 PRODUCT DELIVERY REQUIREMENTS

- A. Deliver products in accordance with manufacturer's instructions.

- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.5 SHIPPING REQUIREMENTS

- A. Preparation for Shipment. All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.
 - 1. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of City of Sausalito.
 - 2. Grease and lubricating oil shall be applied to all bearings and similar items.
- B. Shipping. Before shipping each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

1.6 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store products only in staging area per provisions of Section 01100 (Summary of Work).
- B. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- C. For exterior storage of fabricated products, place on appropriate supports, above ground.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- H. Without limiting the foregoing:
 - 1. Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any subsuppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
 - 2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
 - 3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.
 - 4. Electrical equipment and all equipment with antifriction or sleeve bearings shall be stored in weathertight structures maintained at a temperature above 60°F. Electrical equipment controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.
 - 5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer's storage instructions shall be carefully followed by Contractor.
 - 6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Contractor shall, at the discretion of City of Sausalito, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
 - 7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Contractor at the time of acceptance.

8. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.
9. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.
10. Handling. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner that does not damage the equipment.
11. Contractor is to complete, and if necessary develop, maintenance forms for each piece of major equipment installed and/or stored until project close out. Maintenance forms are to document the recommended preventive maintenance as specified by the manufacturer of the equipment. Each completed form shall document no more than one piece of equipment. The make, model and serial number of each piece of equipment and the date it was purchased and delivered will be noted in the top right corner of each form. Maintenance forms will be completed at least monthly, according to the manufacturers' recommendations, beginning no later than thirty (30) days from purchase/delivery of the equipment. Copies of these maintenance forms are to be submitted with each pay application, matching the date range of the pay application. At project close a complete set of original maintenance forms are to be 3-hole punched, organized chronologically by equipment make, model and serial number, and will be submitted to the City of Sausalito's Representative no more than thirty (30) days after the date of Substantial Completion. See Section 01100 for the list of equipment to which this applies.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION

1.23

SECTION 01740
Cleaning

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Progress Cleaning
- B. Final Cleaning

1.2 PROGRESS CLEANING

- A. Contractor shall perform periodic cleaning to ensure that any streets and other City of Sausalito and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
- C. Contractor shall keep all streets clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.
- D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).
- E. Disposal of Materials:
 - 1. As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
 - 2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
 - 3. Contractor is cautioned that the County of San Mateo and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
 - 4. Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
 - 5. The contractor shall estimate, log and submit regular reports to the City of Sausalito, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Documentation requirements including the nature of materials, destination, volume and tonnage, shall be submitted as follows:
 - a. Up-to-date copies of the Waste Reporting Log (Exhibit A of Section 01740) shall be submitted with each payment application per Section 01200 (Measurement and Payment) paragraph 1.7.C.8.
 - b. The Contractor shall submit a cumulative report summarizing the nature of materials, destination, volume and tonnage of materials disposed for the preceding calendar year to the City of Sausalito's Representative by January 31st of each year or at the end of the project as part of the contract closeout.
- F. All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to City of Sausalito. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency (ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Contractor, San Mateo County, City of Sausalito and any City of Sausalito consultant from future liability.
- G. If Contractor does not properly clean the Site, in the opinion of City of Sausalito, then City of Sausalito shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.
- H. Contractor will take care to mitigate dust during interior renovation activities through proper use of dust controls. Dust controls will include, but not be limited to: dust barricades, walk-off mats, negative air machines and daily custodial clean-up employed by the Contract and at not additional cost to the City of Sausalito

1.3 FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.
- C. Repair, patch, and touch up marred surfaces to match adjacent finishes.
- D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.
- F. Clean Site; mechanically sweep paved areas.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

WASTE REPORTING LOG FOLLOWS ON NEXT PAGE

EXHIBIT A

WASTE REPORTING LOG

[] PROJECT

Contract Number [___]

To: The City of Sausalito

Attention: [Point of Contact]

[Insert POC address]

Telephone: (415) [_____] Fax: (415) [_____]

From: _____

| DISPOSAL DATE | NATURE OF MATERIALS DISPOSED | DESTINATION | VOLUME | TONNAGE |
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- Per Section 01200 (Measurement and Payment) paragraph 1.7.C.8. a current and up-to-date copy of this log is to be submitted with each Application for Payment.
- Per Section 01740 (Cleaning) paragraph 1.2.E.5 a summary report for each calendar year shall be submitted to the City of Sausalito’s Representative by January 31st of each year or at the end of the project as part of the contract closeout. The data shall be summarized by ‘Nature of Materials Disposed’ and ‘Destination’ for the entire calendar year.

SECTION 01770

CONTRACT CLOSEOUT

PART 1 GENERAL

1.4 SUMMARY

- A. Section Includes:
 - 1. Description of contract closeout procedures including:
 - a. Removal of Temporary Construction Facilities
 - b. Substantial Completion
 - c. Final Completion
 - d. Final Cleaning
 - e. Project record documents
 - f. Material, Equipment and Finish Data
 - g. Project Guarantee
 - h. Warranties
 - i. Turn-In
 - j. Release of Claims
 - k. Fire Inspection Coordination
 - l. Building Inspection Coordination

1.5 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore permanent facilities used during construction to specified condition.
- D. Comply with paragraph 1.12 of Section 1500 (Temporary Facilities and Controls).

1.6 SUBSTANTIAL COMPLETION

- A. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to City of Sausalito's Representative and Architect/Engineer, with list of items remaining to be completed or corrected.
- B. Within reasonable time, City of Sausalito's Representative and Architect/Engineer will inspect to determine status of completion.
- C. Should City of Sausalito's Representative and Architect/Engineer determine that Work is not Substantially Complete, City of Sausalito will promptly notify Contractor in writing, listing all defects and omissions.
- D. Remedy deficiencies and send a second written notice of Substantial Completion. City of Sausalito will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Contractor shall pay City of Sausalito's cost of the re-inspection. The costs will be calculated by 2.5 times Direct Pay Roll Expenses and 1.25 times Consultant costs.
- E. When City of Sausalito's Representative and Architect/Engineer determine that Work is Substantially Complete, City of Sausalito will issue Contractor's list of items that remain to be completed or corrected as verified by City of Sausalito, yet does not negate Substantial Completion.
- F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by City of Sausalito before a Certificate of Substantial Completion will be issued.
- G. A punch list examination will be performed upon Substantial Completion. 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 will reimburse City of Sausalito for costs associated with these visits.

1.7 FINAL COMPLETION

- A. Final Completion occurs when Work meets requirements for City of Sausalito's Final Acceptance. When Contractor considers Work is Finally Complete, 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 deficiencies listed in the Punch List have been corrected. Equipment and systems have been tested in the presence of City of Sausalito, and are operative.
 3. Work is complete and ready for final inspection.
- B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and **submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.**
- C. When City of Sausalito's Representative and Architect/Engineer find Work is acceptable and **final closeout submittals are complete**, City of Sausalito's Representative will, if so required, issue final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should City of Sausalito determine that Work is incomplete or defective:
1. City of Sausalito promptly will so notify Contractor, in writing, listing the incomplete or defective items.
 2. Contractor will promptly remedy the deficiencies and notify the City of Sausalito when it is ready for re-inspection.
 3. When City of Sausalito determines that the Work is acceptable under the Contract Documents, City of Sausalito will request Contractor to make closeout submittals.
- D. Notice of completion executed by City of Sausalito and filed with County.
- E. Final adjustments of accounts:
1. Submit a final statement of accounting to City of Sausalito, showing all adjustments to the Contract and complete and execute Section 00650 (Agreement and Release of Any and All Claims).

1.8 FINAL CLEANING

Contractor shall comply with all applicable requirements in Section 01740 (Cleaning).

1.9 MATERIAL, EQUIPMENT AND FINISH DATA

Submit three (3) hard copy sets and one (1) digital copy, on a compact disc (CD), of data for primary materials, equipment, and finishes as required under each Specification Section prior to final inspection, bound in 8-½ inches by 11 inches three-ring binders with durable plastic covers to City of Sausalito for City of Sausalito's records. All documents submitted shall be neat and legible. Documents shall be original; facsimile or other second generation copies shall not be acceptable.

Turn over supply, spare parts in accordance with the technical specs. Note to Contractors: spare parts are in addition to any commissioning of the equipment.

1.10 PROJECT GUARANTEE

- A. Requirements for Contractor's guarantee of completed Work are included in Article 9 of Section 00700 (General Conditions) Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.
- B. Neither recordation of Final Acceptance nor final certificate for payment nor provision of neither the Contract nor partial or entire use or occupancy of premises by City of Sausalito shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- C. City of Sausalito may make repairs to defective Work as set forth in Section 00700 (General Conditions), paragraph 9.3.
- D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to City of Sausalito, City of Sausalito shall have right to operate and use materials or equipment until said materials and equipment can, without damage to City of Sausalito, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- E. Nothing in this Section shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to City of Sausalito for damages sustained as result of latent defects in equipment

caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by City of Sausalito of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

1.11 WARRANTIES

- A. Execute Contractor's submittals and assemble warranty documents, and installation, operations and maintenance manuals described in Section 01330 (Submittals), executed or supplied by Subcontractors, suppliers, and manufacturers.
 - 1. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
 - 2. Include contact names and phone numbers for City of Sausalito personnel to call during warranty period.
 - 3. Assemble in Specification Section order.
- B. Submit material prior to final application for payment.
 - 1. For equipment put into use with City of Sausalito's permission during construction, submit within fourteen (14) Days after first operation.
 - 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within fourteen (14) Days after acceptance, **listing date of acceptance as start of warranty period.**
- C. Warranties are intended to protect City of Sausalito against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.
- D. Limitations: Warranties are not intended to cover failures that result from the following:
 - 1. Unusual or abnormal phenomena of the elements
 - 2. Vandalism after Substantial Completion
 - 3. Insurrection or acts of aggression including war
- E. Related Damages and Losses: 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.
- F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.
- G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.
- H. Warranty Forms: Submit drafts to City of Sausalito for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
 - 1. Warranty shall be countersigned by manufacturers.
 - 2. Where specified, warranty shall be countersigned by Subcontractors and installers.
- I. Rejection of Warranties: City of Sausalito reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
- J. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
 - 1. Detailed specifications for certain materials, equipment or systems require longer warranty periods.
 - 2. Materials, equipment or systems are put into beneficial use of City of Sausalito prior to Final Completion as agreed to in writing by City of Sausalito.
 - 3. Review meeting: 11 months following date of Final Completion of entire work, an inspection shall be conducted by the City of Sausalito's Representative and the Contractor to review and act upon warranties, bonds, and service and maintenance contracts as specified in Section 01315 (Project Meetings).
- K. 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 of Sausalito 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 of Sausalito.

1.12 TURN-IN

- A. Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits, keys issued to Contractor during prosecution of Work, and letters from property owners pursuant to paragraph 1.2.F of Section 01740 (Cleaning) are turned in to City of Sausalito.

1.13 RELEASE OF CLAIMS

- A. Contract Documents will not be closed out and final payment will not be made until Section 00650 (Agreement and Release of Any and All Claims) is completed and executed by Contractor and City of Sausalito.

1.14 FIRE INSPECTION COORDINATION

- A. Coordinate fire inspection and secure sufficient notice to City of Sausalito to permit convenient scheduling (if applicable).

1.15 BUILDING INSPECTION COORDINATION

- A. Coordinate with City of Sausalito a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

1.23

1.23SECTION 01780

1.23PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include:
 - 1. Marked-up copies of Drawings
 - 2. Marked-up copies of Shop Drawings
 - 3. Newly prepared Drawings
 - 4. Marked-up copies of Specifications, Addenda, Change Orders and CCDs
 - 5. Marked-up Product Data submittals
 - 6. Record Samples
 - 7. Field records for variable and concealed conditions
 - 8. Record information on Work that is recorded only schematically
 - 9. Maintenance forms for major equipment
- C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 2 through 16.
- D. General Project closeout requirements are included in Section 01770 (Contract Closeout).
- E. Maintenance of Documents and Samples:
 - 1. Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.
 - 2. Do not permit Project Record Documents to be used for construction purposes.
 - 3. Maintain Project Record Documents in good order and in a clean, dry, legible condition.
 - 4. Make Documents and Samples available at all times for inspection by City of Sausalito.
- F. City of Sausalito will provide one full size blue line set of the Drawings and one Project Manual for Contractor's use for recording as-built conditions.

1.2 PROJECT RECORD DRAWINGS

- A. Mark-up Procedure: During the construction period, maintain a set of blue line or blackline prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or format page) "PROJECT RECORD" in 2-inch high printed letters. Keep record documents current. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.
 - 1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
 - a. Dimensional changes to the Drawings
 - b. Revisions to details shown on the Drawings
 - c. Depths of various elements of foundation in relation to main floor level or survey datum
 - d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
 - e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
 - f. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
 - g. Actual numbering of each electrical circuit
 - h. Field changes of dimension and detail
 - i. Revisions to routing of piping and conduits
 - j. Revisions to electrical circuitry
 - k. Actual equipment locations
 - l. Duct size and routing
 - m. Changes made by Change Order or CCD

- n. Details not on original Contract Drawings
2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
3. Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
4. Mark important additional information that was either shown schematically or omitted from original Drawings.
5. Note CCD numbers; alternate numbers, Change Order numbers, and similar identification.
6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
 - a. Accurately record information in an understandable and legible drawing technique.
 - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with City of Sausalito. When authorized, prepare a full set of correct transparencies of Contract Drawings and Shop Drawings.
 1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWING" in a prominent location on each Drawing.
 2. Refer instances of uncertainty to City of Sausalito for resolution.
 3. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets.
- C. Distribution of Marked-Up Drawings: Submit three full, bound sets and one digital set in AutoCAD 2000 format, the marked-up Project Record Drawings set to City of Sausalito for City of Sausalito's records.
- D. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.
- E. In addition to requirements of this Section, comply with supplemental requirements of Divisions 15 and 16.
 1. Divisions 15 and 16 of the Specifications require the preparation of large scale, detailed layout drawings of the Work of those Divisions. These layout drawings are not Shop Drawings as defined by Section 00700 (General Conditions), but together with Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate, and integrate the work of the various Sections.
 2. Include these layout drawings as part of the Project Record Documents.

1.3 PROJECT RECORD SPECIFICATIONS

- A. During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Documents purposes.
- B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive work, and information on concealed installation that would be difficult to identify or measure and record later.
 1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
 2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
 3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
 4. Upon completion of mark-up, submit Project Record Specifications to City of Sausalito for City of Sausalito's records.

1.4 ADDITIONAL REQUIREMENTS FOR FINAL PROJECT RECORD DOCUMENTS

- A. Prior to Substantial Completion of the Work, City of Sausalito will make available to Contractor originals of the Drawings and Specifications, as Microsoft® Word 2000 for Windows, and AutoCAD 2000 Land Development Desktop for Windows in drawing format (.DWG) files. Note all changes thereon for the final Project Record Documents and provide one set of mylar reproducibles, one set of revised Specifications and one set of disks or CDs to be submitted to City of Sausalito.
- B. After Substantial Completion and before Final Completion, carefully transfer all data shown on the job set of Record Drawings to the corresponding computer files, coordinating the information as required.
- C. Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.
- D. "Cloud" all affected areas.
- E. Stamp each Record Drawing with the following information:
 1. Project Record Document.
 2. Prepared by: Contractor's name, permanent address.
 3. Date prepared.
 4. Contractor's signature.
 5. City of Sausalito Contract Number.
- F. If Contractor is not able to provide project record documents in specified formats, City of Sausalito and Contractor can negotiate a credit back to the City of Sausalito for this work.

1.5 PROJECT RECORD PRODUCT DATA

- A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
 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. Include 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. Upon completion of mark-up, submit a complete set of Project Record Product Data to City of Sausalito for City of Sausalito's records.
 5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
 6. Contractor is responsible for mark-up and submittal of Project Record Product Data for its own Work.
- B. Material, Equipment, and Finish Data:
 1. Provide data for primary materials, equipment and finishes as required under each Specification Section.
 2. Submit three (3) hard copy sets and one (1) digital copy, on compact disc (CD) prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.
 3. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
 - a. Trade names.
 - b. Model or type numbers.
 - c. Assembly diagrams.
 - d. Operating instructions.
 - e. Cleaning instructions.
 - f. Maintenance instructions.
 - g. Recommended spare parts.
 - h. Product data.

1.6 MISCELLANEOUS PROJECT RECORD SUBMITTALS

- A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and

reference. Submit to the City of Sausalito for City of Sausalito's records. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:

1. Field records on excavations and foundations
2. Field records on underground construction and similar work
3. Survey showing locations and elevations of underground lines
4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures
18. Final As-Built Construction Schedule

1.7 MAINTENANCE FORMS FOR MAJOR EQUIPMENT

- A. See Section 01600 (Product Requirements)

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 RECORDING

Post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. City of Sausalito may periodically review Project Record Documents to assure compliance with this requirement.

3.2 SUBMITTAL

- A. At completion of Project, deliver Project Record Documents to City of Sausalito.
- B. Accompany submittal with transmittal letter containing:
1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Number and title of each Project Record Document
 5. Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor's authorized representative.

END OF SECTION