



# TRINITY COUNTY

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**BUILDINGS & GROUNDS DIVISION**  
P.O. Box 2700  
Weaverville, California 96093  
Ph: 530.623.1319 / Fax: 530.623.5015

## **REQUEST FOR PROPOSALS (RFP)** **Re-Roof Trinity County Weaverville Library**

### **PROJECT OVERVIEW**

#### **Introduction:**

Trinity County BUILDING AND GROUNDS DEPARTMENT, is requesting proposals from qualified firms to re-roof a portion of the Trinity County Weaverville Library following the scope of work provided. TCBG will consider proposals from potential vendors intending to provide the full scope, or selected services, as specified herein.

#### **Scope of Work**

See Attachment A Section 007343-073113

#### **Payment**

County shall pay contractor 60 days from receipt of an invoice covering the service(s) rendered to date.

#### **RFP General Process Information.**

To make inquiries regarding this RFP, contact:

Mike Webster  
Facilities Operations Supervisor  
530-623-1319 ext.175

#### **Submission of Proposals**

Proposals must be submitted marked "RFP Weaverville Library Re-roof 2019"

Trinity County Buildings and Grounds  
Attn: Mike Webster  
P.O. Box 2700  
Weaverville, CA 96093

Proposal envelopes must contain the name and return address of the bidder. Proposals must be signed, dated and submitted no later than **5:00 p.m. on September 20, 2019**. Proposals received after this date and time will not be considered. Postmark by the deadline shall not constitute receipt. FAX or electronically transmitted proposals will not be accepted.

All proposals received are final. All proposals submitted become the property of TCBG.

### **Proposal Format and Content**

Proposals should provide a straightforward and concise delineation of the bidder's ability to satisfy requirements of the RFP. The evaluation process will not provide credit for capabilities or advantages which are not clearly shown in the written proposal. The following documents and information are **REQUIRED** as part of the RFP evaluation.

- A. Complete and sign "BID SCHEDULE 004100" (Attachment B)
- B. On no more than three pages, single-spaced, in a legible font, describe the manner in which the proposal will provide the services requested in this RFP. This description should include the following:
  - 1. A demonstrated understanding of the needs of TCBG and the services to be provided, as outlined in the scope of work Attachment A.
  - 2. Describe in appropriate detail how the service shall be provided. Include a description of major tasks and subtasks, if applicable.
- C. Proof of ability to provide/obtain insurance, meeting the requirements set forth in Paragraph VIII. INSURANCE of, "Sample Contract".
- D. Indicate, if applicable, any exceptions to the general terms and conditions of the RFP, to insurance, and any other requirements listed.

### **Proposal Confidentiality**

Proposals shall be maintained as confidential until recommendation is submitted to the Trinity County Board of Supervisors regarding the award of the contract. At that time, all proposals will become public record.

### **Bidder's Qualifications**

This RFP is open to any qualified service providers. Bidders may be required before the award of any contract to show, to the complete satisfaction of TCBG the necessary facilities, appropriate locations of facilities, ability and financial resources to provide the services specified in a satisfactory manner.

TCBG may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to TCBG all information for this purpose that may be requested.

TCBG reserves the right to reject any proposal if the evidence submitted by, or investigation of the bidder fails to satisfy TCBG that said bidder is properly qualified to carry out the obligations of the contract and to complete the work.

### **RFP Selection Method**

The Principles of competitive negotiation will be followed by TCBG during the selection process, i.e., the terms, service delivery method and standards of performance are negotiable. Negotiated contracts will be awarded to bidder(s), if any, who best meet the needs of TCBG.

An evaluation team will be established to evaluate and rate the proposals. The evaluation team will screen the proposals, reserving the right to interview the top bidders, and submit a recommendation to the Trinity County Board of Supervisors.

Criteria for evaluation proposals will include, but not be limited to the following:

- A. Costs of services and cost-effective methodology in performing assignment.
- B. Reputation and experience of consultant/contractor in the type of work required.
- C. Capability or potential of the consultant/contractor to accomplish work responsibility in the required time.
- D. Performance of the consultant/contractor on prior contracts.
- E. Extent to which proposal addresses the scope of work outlined in the RFP.

### **Rejection of Proposals**

Issuance of the RFP in no way constitutes a commitment by TCBG to award a contract. TCBG reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP, if it is deemed to be in the best interest of the public to do so. Failure to furnish all information requested in this RFP or to follow the proposal format requested may disqualify a bidder's proposal.

### **RFP Award Appeal Procedure**

Recommendations or decisions may be appealed by writing a letter to the Trinity County Board of Supervisors detailing the basis of appeal. Appeals must be filed within 72 hours of receiving written notification of the recommendation for award of the contract.

## **GENERAL CONTRACT INFORMATION**

### **Sample contract**

A sample contract for the provision of these services has been attached hereto as Exhibit D. While contract(s) resulting from this RFP are subject to negotiation by and between the parties, this sample is intended to provide potential contractors with an overview of TCBG standard contracting requirements.

**Award of Contract and Commencement of Work**

Award of a contract is contingent on successful negotiation of a contract and successful resolution of any appeals. Successful bidders must agree to all terms and conditions of any resultant contract with TCBG as a condition of executing the contract. TCBG shall have no contractual or other obligation to a bidder under any successfully negotiated contract until the contract has been approved and signed by both parties. All bidders shall be notified of the decisions as well as the date and time of any public hearing on the proposed contract.

**Use of Sub-Contractors**

The selected bidder(s), as prime contractor(s), will be responsible for contract performance whether or not sub-contractors are used. Sub-contractors, if used, must be contractually bound to adhere to the same standards required of the prime contractor. The prime contractor shall be responsible for all sub-contractor performance. The contractor must agree not to sub-contract or assign all or any part of the services to be provided under the contract to any third party without the express written consent of TCBG.

**Attachment C**  
**RFP FOR TRINITY COUNTY WEAVERVILLE LIBRARY RE-ROOF**  
**STATEMENT OF ASSURANCES**

By signing this document, the bidder hereby agrees to the following terms and conditions:

1. The bidder agrees to provide TCBG with any other information that TCBG determines is necessary for an accurate determination of the prospective contractor's qualifications to perform services.
2. Confirm that all statements contained in the proposal are true and correct. This shall constitute a warranty, the falsity of which shall entitle TCBG to pursue any remedy authorized by law, which shall include the right, at the option of TCBG, of declaring any contract made as a result thereof to be void.
3. Comply with all applicable federal, State and local laws and all regulations issued by the California State Department of Health Services or other responsible federal agencies regarding the provision of funds and services under this project.
4. Abide by the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990, and all other Federal and State laws, regulations, rules, or orders which prohibit discrimination or harassment against any employee or applicant for employment because of race, color, religious, creed, gender, national origin, ancestry, age, marital status, sexual orientation, political affiliation, physical or mental disability.
5. Comply with the minimum wage and maximum hour's provision of the Federal Fair Labor Standards Act.
6. Comply with the Executive Order 112546 entitled "Equal Employment Opportunity", as amended by Executive Order 111375 and as supplemented in Department of Labor regulations (41 CRF Part 60).
7. Comply with agency confidentiality requirements and will not use or disclose any information concerning eligible individuals who receive services through this program for any purpose not connected with the administration of the contractor(s) or County responsibilities under this project except with the informed, written consent of the eligible individual.
8. Assume all responsibility for complying with the requirements of the Drug-Free-Workplace Act of 1990 (Government Section 8350 et seq.) and will provide a drug-free workplace. It will comply with the State Energy Conservation plan by recognizing the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan, title 23, California Code of Regulations, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).
9. Comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1368, Executive Order 1738) and Environmental Protection Agency (EPA) Regulations (40 CFR, Part 15).
10. Comply with the Labor Code and Worker's Compensation or to undertake self insurance in accordance with the provisions, and contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

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

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

Printed Name and Title: \_\_\_\_\_

**Attachment B**

**See Attached Section 004100 of Scope of work BID SCHEDULE**

**ATTACHMENT B**

**004100  
BID SCHEDULE**

<b>Bid Item #</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Item Total</b>
015000-01	Temporary Facilities	LS	1		
017100-01	Mobilization/Demobilization	LS	1		
024000-01	Demolition	LS	1		
055500-01	Metal fabrication	LS	1		
077410-01	Replace Roof System	LS	1		
<b>BID TOTAL:</b>					

**Attachment A**  
**ANTICIPATED SCOPE OF WORK**

**See Attached Sections 007343-073113**

**ATTACHMENT A**

**SECTION 007343  
WAGE RATE REQUIREMENTS**

**SECTION 1 GENERAL**

1.1 Prevailing wages are applicable for this project.

1.2 Current wage requirements, including rates and schedules can be obtained through the California Department of Industrial Relations and can be viewed and updated using their website at <https://www.dir.ca.gov>.

**SECTION 2 PRODUCTS**

2.1 Not used

**SECTION 3 EXECUTION**

3.1 Not used

**End of Section 007343**

**SECTION 011000  
SUMMARY OF WORK**

**PART 1 GENERAL**

**1.1 CONTRACTOR RESPONSIBILITY**

- A. Contractor responsibility for each item of work for the project includes provision of all labor, equipment, materials, supervision, and all other pertinent items of interest required to competently and satisfactorily complete each task.

**1.2 MEASUREMENT AND PAYMENT**

- A. Measurement and payment for all work to be in accordance with the contract Bid Schedule (refer to Section 004100) and actual work as field measured and verified. All payments to be made following field verification by the Engineer of completed work, and submittal of:
1. Periodic Estimate for Partial Payment,
  2. Contractor Certification for Partial Payment,
  3. Revised Construction Schedule,
  4. Subcontractor and Major Suppliers Un/conditional Releases.

**1.3 WORK ITEMS BRIEF DESCRIPTION**

A. 015000-01 Temporary Facilities

1. Access to the project site is limited to streets and parking lots adjacent to the Trinity County Library. Temporary Traffic Control may be required for short durations to move materials and equipment to and from the work site.
2. Restroom facilities will need to be provided and maintained for the duration of the project.
3. Temporary fencing will need to be implemented for the site including the area for removed roofing material, stockpiled materials, and equipment.
4. Securable containers for tools remaining on site are highly recommended.
5. Electricity will need to be provided by the Contractor via portable generators or, temporary construction service from Trinity Public Utility District (TPUD). It is the Contractor's responsibility to coordinate with TPUD for temporary electricity.
6. Additional temporary facilities, as determined to be necessary by the Contractor must also be provided and paid for under this bid item. No allowance will be made for additional temporary facilities' cost following bidding unless such facilities are directly caused by a change in the contract scope and identified as such under an official change order approved by both the Contractor and the Owner.

B. 017100-01 Mobilization/Demobilization

1. Measurement and payment for mobilization/demobilization will be determined based on the percentage of all other completed tasks. Payment for this item will be in the same percentage as the invoiced percentage of the total original contract amount, as determined per invoice.
2. Final invoice and payment to include no less than ten percent (10%) of the total amount of this bid item.

3. Item to cover cost of mobilizing and demobilizing of all equipment, personnel, and materials to/from the site for the duration of the project and as needed in order to complete the project.
4. Mobilization/Demobilization cost is to be for primary activities. Subsequent mobilizations to the site not expressly caused by alterations or modifications to the contract Scope of Work, or otherwise justified by unforeseen causes will not be considered for additional compensation or extension of contract time.

C. 024000-01 Demolition

1. Demolition work to include: removal of existing roof material, sealers, penetrations, and damaged parapet caps. Immediately after demolition, and prior to roof system installation, the contractor must allow the owner to inspect the roof sheathing for structural integrity. The contractor must notify the owner 2 working days prior to inspection.

D. 055500-01 Metal Fabrication

1. Metal Fabrication to include: fabrication of damaged parapet caps. Parapet caps are to be removed and reinstalled where practical. This item is for caps that cannot be reused. Caps shall be fabricated to match existing systems shape, color, gauge, and texture.

E. 077410-01 Replace Roof System

1. A complete 'flat' roof system (approximately 3,750 sf) is to be provided for the building over the area shaded on the roof plan. The metal roof section of the building shall remain and is not part of this project. Typical roof system components include: install new underlayment, flashing, roof penetration curbs or boots, waterproof scuppers, install new flat roof membrane, and reuse or replace metal parapet caps. Immediately after demolition, and prior to roof system installation, the contractor must allow the owner to inspect the roof sheathing for structural integrity. The contractor must notify the owner 2 working days prior to inspection. If damage or rot is observed the owner may solicit the contractor for a proposed change order to perform the extra work. Extra cost must be approved by change order prior to performing extra work. Extra work will be per the California Department of Transportation cost-plus method for change order work as defined by the 2018 standard specifications.

**PART 2        PRODUCTS (NOT USED)**  
**PART 3        EXECUTION (NOT USED)**

**END OF SECTION 011000**

**SECTION 012500  
PRODUCT SUBSTITUTIONS**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - a. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - b. Divisions 02 through 48 for specific requirements and limitations for substitutions.

**1.3 DEFINITIONS**

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor.
  - a. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - b. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantages to the Contractor and/or the Owner.

**1.4 ACTION SUBMITTALS**

- A. Substitution Requests: Submit two (2) copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - a. Substitution Request Form: Use CSI Form 13.1A or approved alternate.
  - b. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - i. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - ii. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - iii. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- iv. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - v. Samples, where applicable or requested.
  - vi. Certificates and qualification data, where applicable or requested.
  - vii. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and Owners.
  - viii. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - ix. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - x. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - xi. Cost information, including a proposal of change, if any, in the Contract Sum.
  - xii. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - xiii. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- c. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Engineer will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within fourteen (14) calendar days of receipt of request, or seven (7) calendar days of receipt of additional information or documentation, whichever is later.
- i. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer's Supplemental Instructions for minor changes in the Work.
  - ii. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

## **PART 2 – PRODUCTS**

### **2.1 SUBSTITUTIONS**

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fourteen (14) calendar days prior to time required for preparation and review of related submittals.
- a. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
    - i. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - ii. Requested substitution provides sustainable design characteristics that specified product provided.
    - iii. Substitution request is fully documented and properly submitted.
    - iv. Requested substitution will not adversely affect Contractor's construction schedule.
    - v. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - vi. Requested substitution is compatible with other portions of the Work.
    - vii. Requested substitution has been coordinated with other portions of the Work.
    - viii. Requested substitution provides specified warranty.
    - ix. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Engineer will consider requests for substitution if received within thirty (30) calendar days of issuance of the Notice to Proceed. Requests received after that time may be considered or rejected at the discretion of the Engineer.
- a. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
    - i. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - ii. Requested substitution does not require extensive revisions to the Contract Documents.
    - iii. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - iv. Requested substitution provides sustainable design characteristics that specified product provided.

- v. Substitution request is fully documented and properly submitted.
- vi. Requested substitution will not adversely affect Contractor's construction schedule.
- vii. Requested substitution has received necessary approvals of authorities having jurisdiction.
- viii. Requested substitution is compatible with other portions of the Work.
- ix. Requested substitution has been coordinated with other portions of the Work.
- x. Requested substitution provides specified warranty.
- xi. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 012500**

**SECTION 012613  
REQUESTS FOR INTERPRETATION (RFI)**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Administrative and procedural requirements for handling and processing RFI.

1.2 SECTION INCLUDES

- A. Administrative and procedural requirements for handling and processing RFI.

1.3 DEFINITIONS

- A. Definitions used in this article are not intended to change or modify the meaning of other terms in the Contract Documents.
- B. Request for Interpretation (RFI): A request for information by the Contractor to the Owner/Engineer for clarification of intent of any portion of the Contract Documents after the Award of Contract and during the construction of the Project.
- C. The following are NOT Requests for Interpretation.
  - a. Change Orders.
  - b. Construction Change Directives.
  - c. Substitution Request.
  - d. Bulletin.
  - e. Field Order.
  - f. Shop Drawings.
  - g. Normal questions contained in a typical shop drawing submittal.
  - h. Clarifications during Bidding.

1.4 REQUESTS FOR INTERPRETATION (RFI's) DURING CONSTRUCTION

- A. RFI's are logged-in at the Engineer's Office, not necessarily with same date as indicated by the Contractor on RFI form. The response time will commence upon the date of receipt by the Engineer.
  - a. E-mail copies of RFI's sent by the Contractor and received on or after a Friday after 2:00 PM are to be dated the following Monday, holidays excepted.
- B. RFI: If clarification of any portion of Construction Documents is required, submit a RFI to the Engineer and the Owner's Representative in accordance with the following procedures:
  - a. RFI Format:
    - i. Submit on a standard form developed by the Contractor.
    - ii. RFI's shall be sequentially numbered; and include the following:
      - 1. Date
      - 2. Project name and number
      - 3. Contractor's name, address, telephone number and fax number.

4. Description of subject and discipline (trade) in question.
  5. Adequate space for Engineer to respond, sign, and date.
- iii. Contractor shall submit a copy of the format to the Engineer and Owner's Representative at start of Project for review, comment, and acceptance.
- C. RFI Inquiry:
- a. Clearly state and completely define the issue requiring interpretation. Provide drawing and detail numbers, specification section numbers and paragraphs, sketches and other reference information.
  - b. Provide potential solutions to issues when possible.
  - c. Provide cost and schedule implications, if any.
  - d. Ambiguous RFI's will be returned to Contractor without formal action.
- D. RFI Submission Process:
- a. The Contractor shall submit an RFI, in writing, to Engineer immediately with a copy to the Owner's Representative when any issue requiring clarification arises.
    - i. Unless specifically stated on RFI, the Engineer and the Owner will assume adjustment to the Contract Amount and the Project Schedule is not required.
    - ii. The Engineer will review and respond only to RFI's received in writing from the Contractor. When possible, email RFI's can be accepted given the Owner, Engineer, and Contractor agree and Contractor is able to verify delivery of RFI either email receipt, follow up phone call or alternate method.
    - iii. For paper RFI; submit one (1) copy of each RFI and Engineer response, including any supplemental drawings and additional instructions, to the Owner's Representative for recording purposes.
    - iv. Review and response of RFI by Owner/Engineer will be accomplished within seven (7) calendar days from the date of receipt.
    - v. RFI's submitted to the Engineer without following these submission procedures will result in rejection of the submission without review and comment.
- E. RFI Log:
- a. Contractor must maintain an RFI log indicating the RFI number, subject, date, response date and impact, if any on schedule, and cost.
  - b. Contractor is to provide the updated log, at least once a month, to the Engineer and Owner's Representative and at the request of the Engineer and/or Owner's Representative.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 012613**

**SECTION 013300**  
**SUBMITTALS**

**PART 1 GENERAL**

**1.1 SUBMITTAL PROCEDURES**

- A. Schedule submittals to expedite the Project. Transmit submittals in accordance with the currently approved Progress Schedule and in such a sequence as to avoid delays in the Work. Coordinate submission of related items with the progress schedule. Submit a Schedule of Submittals to the Project Coordinator prior to initial Application for Payment.
- B. Make and deliver all submittals to the Engineer Point of Contact.
- C. Provide space for General Contractor to review stamps.
- D. General Contractor must review and certify each submittal prior to submission to the Engineer. Mark certification on each submittal with permanent marking ink.
- E. Reproduce and distribute copies of reviewed submittals to all concerned/impacted parties. Instruct parties to promptly report any inability to comply with provisions. Pay all costs for reproduction, distribution, and materials.
- F. Submit items requiring color selection within thirty (30) calendar days of contract award. Colors will be selected after all color submittals are received by the Project Coordinator.
- G. Coordinate submittals into groupings containing all associated items to facilitate review of inter-related items:
  - a. Finishes, selection of colors, textures, or patterns.
  - b. Associated items which require correlation for efficient function or for installation.
  - c. Submit all Division 2 submittals at the same time. Failure to do so will delay processing and review by the Project Coordinator or Owner's Consulting Engineer. Review will not occur until submittal is complete.
- H. Identify, in writing, variations from Contract Documents. Identify, in writing, product or system limitations detrimental to successful performance of the completed Work.
- I. Accompany submittals with transmittal letter containing:
  - a. Date.
  - b. Project title and number.
  - c. Contractor's name and address.
  - d. Number of copies of Shop Drawings, Product Data, and Samples submitted.
  - e. Identification of submittal as it relates to:
    - i. Contractor/Supplier/Manufacturer.
      - 1. Name.
      - 2. Address.
      - 3. Telephone number.
      - 4. Representative's name.
  - f. Detail number and location in Construction Documents.
  - g. Specifications reference number and paragraph.
  - h. Applicable Standards.
  - i. Finishes.
  - j. Identification of deviations from Contract Documents.
- J. Additional Information Required:

- a. Relation to adjacent structure or materials.
  - b. Fabrication methods, assembly, special installation requirements, accessories, fasteners, and other pertinent information.
  - c. Field dimensions, clearly identified.
  - d. Coordination with other trades. Stamped and signed by affected trades.
- K. Distribution of Submittals:
- a. Project Coordinator will retain a minimum of two (2) copies of all submittals, with one (1) set of reviewed submittals retained as "Record Documents". Mark up with as-built information and provide to Owner as part of Project Record Documents.
  - b. General Contractor to maintain one (1) set of reviewed submittals at project site.

## 1.2 PROPOSED PRODUCTS LIST AND CONTRACTORS LIST

- A. Prior to submission of First Application for Payment, submit complete list of Contractors and suppliers to be used for the Work. Provide specification section identification number, addresses, and telephone numbers for each listed Contractor and supplier.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

## 1.3 SHOP DRAWINGS

- A. Prior to submission of First Application for payment, submit complete list of all shop drawings, product data and/or sample submittals as required by these specifications. List to include date columns showing anticipated and actual Submittal dates to General Contractor and Project Coordinator as well as return dates from General Contractor and Project Coordinator. Update this list for use at the Progress Meetings.
- B. Present in clear and thorough manner. Title each drawing with Project name and number; identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.
- C. Identify field dimensions; show relation to adjacent or critical features or Work or products.
- D. Minimum Sheet Size: 8½ x 11 inches.
- E. Do not submit freehand drawings.
- F. On shop drawings requiring Code Agency approval, submit on format and media required by Approval Agency. Include information required by Project Documents and Approval Agency.
- G. Submit four (4) copies to General Contractor for review. The General Contractor will return two (2) reviewed copies with comments. After review and correction the Contractor shall reproduce and distribute copies of the shop drawings as required for Contractor use and contractor's needs. Provide the copy of final Submittal to Owner for the Project records.
- H. Do not provide Submittals not required by these specifications. They will be returned to the Contractor and/or Factory/Engineering Firm without review.

## 1.4 PRODUCT DATA

- A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Paragraph number.

- Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
- B. Do not submit Material Safety Data Sheets (MSDS). MSDS are Contractor and Factory/Engineering Firm safety, means and methods responsibilities. MSDS will not be reviewed.
  - C. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
  - D. Submit four (4) copies of product data and manufacturer's instructions to General Contractor for review. The General Contractor will return two (2) reviewed copies with comments. After review and correction, the Contractor shall reproduce and distribute copies as required for Contractor use and contractor's needs. Provide the copy of final submittal to Owner and Project Coordinator for their records.

#### 1.5 SAMPLES

- A. Submit full range of manufacturer's standard and special finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Project Coordinator's selection.
- B. Submit samples which may be used in the Work as indicated in the Specification section.
- C. Label each sample with identification required for transmittal letter.
- D. Submit two (2) samples of each product requiring color or texture/finish selection unless specified otherwise in individual specification sections: one (1) sample will be retained by Project Coordinator, one (1) sample will be returned to the Contractor to be retained at the job site.
- E. Field samples are to be maintained at the site of the Work and are to be removed after substantial completion unless directed otherwise.
- F. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

#### 1.6 MANUFACTURER'S CERTIFICATES AND WARRANTIES

- A. When specified in individual specification Sections, submit manufacturer's certificate and/or warranty to Project Coordinator for review, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Project Coordinator.
- D. Provide certificate and/or warranty by manufacturer on company letterhead paper or forms signed by an officer of the manufacturer. On document name the Owner, project, project location, Contractor, and Contractor's address. Indicate product furnished, quantity furnished, and date of delivery.

#### 1.7 CONTRACTOR REVIEW

- A. Coordinate submittals with requirements of Work and of Contract Documents.
- B. Apply Contractor's stamp with signature. The submittal signed by the Contractor certifies that the Contractor has reviewed the submittal for accuracy, completeness, and compliance in accordance with the General Conditions. It also certifies that the

Contractor has verified product required, field dimensions, adjacent construction Work and Contract Documents. Submittals without Contractor's stamp and signature will be rejected. Notify Project Coordinator in writing at time of submittal of any deviations from requirements of Contract Documents.

#### 1.8 RESUBMITTALS

- A. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- B. Shop Drawings and Product Data:
  - a. Revise initial drawings or data, and resubmit as specified for the initial submittal.
  - b. Indicate any changes which have been made including those requested by the Project Coordinator.
- C. Samples: Submit new samples as required.

#### 1.9 PROJECT COORDINATOR REVIEW

- A. Project Coordinator will review shop drawings, product data, and samples and return submittals within twenty-one (21) calendar days.
- B. For Project Coordinator's color selection, allow thirty (30) calendar days from time all color samples for the Work have been delivered to the Project Coordinator.
- C. Project Coordinator review is only for general conformance and compliance with Project design concept and Contract Documents. Any action shown is subject to Contract Document's requirements. Contractor is responsible for dimensions (confirm and correlate at job site); fabrication processes; construction techniques; quantities; space requirements; coordination of work with that of all other trades; union jurisdiction; infringements of patent rights; possible cause of injury to persons or property; and satisfactory performance of the work.
- D. Project Coordinator's review of separate items does not constitute review of assembly in which it functions.

**END OF SECTION 013300**

## **SECTION 014500 QUALITY CONTROL**

### **PART 1: GENERAL**

#### **1.1 SUMMARY**

- A. This section includes administrative and procedural requirements for quality assurance and quality control.
- B. Contractor reserves the right to arrange and pay for a qualified independent testing agency to perform required testing for the project. Test reports shall be submitted to the Owner within forty-eight (48) hours of receipt by Contractor.
- C. Owner will retain its own third party independent firm to conduct field testing/inspections and provide for all necessary laboratory tests and reports.
- D. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with the contract Document requirements.
  - 1. Specified test, inspections, and related actions do not limit the Contractor's quality-control efforts as necessary to provide compliance with the Contract Document requirements.
  - 2. Requirements for the Contractor to provide quality-control services required by the Designer, the Owner, or authorities having jurisdiction are not limited by the provisions of this section.

#### **1.2 DEFINITIONS**

- A. **Quality-Assurance Services:** activities, actions, and procedures performed before and during execution of the work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. **Quality-Control Services:** tests, inspections, procedures, and related actions before, during, and after execution of the work to evaluate completed construction complies with contract and construction industry requirements. Quality control services do not include contract enforcement activities performed by the Owner or the Designer of record.
- C. **Testing Agency:** an entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

### 1.3 DELEGATED DESIGN

- A. Performance and Design Criteria: where professional design services or certifications by a design professional are specifically required of the Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to the Owner.

### 1.4 SUBMITTALS

- A. Qualification Data: for testing agencies specified in “Quality Assurance” Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: in addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to the Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Contractor’s Daily quality Control reports: the contractor shall designate an individual responsible for maintaining control over the quality of the work. For each day on which work is scheduled to be performed, the Contractor’s Quality Control Representative shall prepare and submit certified written reports that include the following:
1. Date of report preparation and date work was performed.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples, tests, or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the work performed that day, and the reasons for non-work.
  7. Item of work tested or inspected. Test and inspection methods.
  8. Identification of products delivered/installed and corresponding specification sections.
  9. Complete test or inspection data.

10. Test and inspection results and an interpretation of test results.
  11. Weather conditions. Ambient conditions at time of sample taking, testing and inspecting.
  12. Comments or professional opinion on whether tested or inspected work complies with the Contract Document requirements.
  13. name and signature of Quality Control Representative, and laboratory inspector.
  14. Recommendations on retesting and re-inspecting.
- D. Permits, licenses, and certificates: for the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, documents, established for compliance with standards and regulations bearing on performance of the work.

#### 1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: a firm experienced in producing products similar to those indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized service Representative Qualifications: an authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this project.
- C. Installer Qualifications: a firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: a firm experienced in manufacturing products or systems similar to those indicated for this project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: a professional engineer who is legally qualified to practice in jurisdiction where project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this project in material, design, and extent.
- F. Specialists: certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations.

Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and similar regulations governing the work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

G. Testing Agency Qualifications: an agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in the types of tests and inspections to be performed.

## 1.6 QUALITY CONTROL

A. Owner Responsibilities: the Owner may engage a qualified testing agency to perform additional testing services.

1. The Owner will furnish the Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to the Contractor, and the Contractor shall cover the expense of such retesting and re-inspection at no additional cost to the Owner.
3. The presence or absence of the Owner's inspector or testing agency does not relieve the Contractor of the sole responsibility for compliance with the Contract Documents.

B. Contractor Responsibilities: the Contractor is solely responsible for controlling the work to comply with the Contract Documents. Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.

1. Where testing or inspection services are not indicated the Owner's responsibility, engage a qualified testing agency to perform these quality-control services.
  - i. The Contractor shall not employ the same entity engaged by the Owner, unless agreed to in writing by the Owner.
2. Notify the Owner's testing agencies, Inspector of Record, and Contractor's testing agencies at least forty-eight (48) hours in advance of time when work that requires testing or inspecting will be performed.
3. Where testing or inspection services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each testing or inspection service.

4. Testing and inspecting requested by the Contractor and not required by the Contract Documents are the Contractor's responsibility.
- C. Special Tests and Inspections: the Contractor will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction.
1. The testing agency will notify the Owner and the Contractor promptly of irregularities and deficiencies observed in the work during performance of its services.
  2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to the Owner with a copy to the Contractor and to authorities having jurisdiction.
  3. Testing agency will submit a final report of special tests and inspections at substantial completion, which includes a list of unresolved deficiencies.
  4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  5. Testing agency will retest and re-inspect corrected work.
- D. Manufacturer's Field Services: where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- E. Re-testing/Re-inspecting: regardless of whether original tests or inspections were the Contractor's responsibility, provide quality-control services, including re-testing and re-inspecting, for construction that revised or replaced work that failed to comply with requirements established by the Contract Documents.
- F. Testing Agency Responsibilities: cooperate with the Owner and the Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify the Owner and the Contractor promptly of irregularities or deficiencies observed in the work during performance of its services.
  2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through the Contractor.

4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the work.
  5. Do not perform any duties of the Contractor.
- G. Associated Services: cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following.
1. Access to the work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at the project site.
- H. Coordination: coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

**PART 2: PRODUCTS (not used)**

**PART 3: EXECUTION**

**3.1 REPAIR AND PROTECTION**

- A. General: on completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other sections of these specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 014500**

**SECTION 015000**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. The Contract Documents, Drawings and Individual Specification Sections; apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. General: Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the Owner, the Design Professionals, occupants of the Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Contractor is responsible for payment of sewer service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Contractor is responsible for payment of water service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Contractor is responsible for payment of electric power service use charges for electricity used by all entities for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion and Sedimentation Control Plan: Show compliance with requirements of stormwater erosion and sediment control including Storm Water Pollution Prevention Plan (if applicable).
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage; including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.

- a. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- D. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
- a. Locations of dust-control partitions at each phase of the work.
  - b. HVAC system isolation schematic drawing.
  - c. Location of proposed air filtration system discharge.
  - d. Other dust-control measures.
  - e. Waste management plan.

## 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations and requirements of authority having jurisdiction for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in ADA-ABA Accessibility Guidelines and ANSI A117.1.

## 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before the Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 0.148-inch thick, galvanized steel, chain-link fabric fencing; minimum 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top rails.
- B. Portable Chain-Link Fencing: Minimum 0.148-inch thick, galvanized steel, chain-link fabric fencing; minimum 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide galvanized steel bases for supporting posts.

- C. Wood Enclosure Fence: Plywood, 8 feet high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.
- D. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.
- E. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.
- F. Insulation: Un-faced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

## 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Owner's-Use Field Office: Of sufficient size to accommodate needs of the Owner and construction personnel office activities and to accommodate project meetings. Keep office clean and orderly. Furnish and equip offices as follows:
  - a. Furniture required for the Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - b. Conference room of sufficient size to accommodate meetings of 20 individuals. Provide electrical power service and 120-V ac duplex receptacles, with not less than 1 receptacle on each wall. Furnish room with conference table, chairs, and 4-foot square tack and marker boards.
  - c. Drinking water and private toilet.
  - d. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
  - e. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - a. Store combustible materials apart from building.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

- B. HVAC Equipment: Unless the Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - a. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - b. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
  - c. Permanent HVAC System: If the Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. General: Install temporary service or connect to existing service.
  - a. Arrange with utility company, the Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - a. Connect temporary sewers to municipal system as directed by authorities having jurisdiction. Obtain all required permits.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction. Obtain all required permits.
- D. Water Service: Connect to the Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - a. Toilets: Use of the Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
  
- F. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
  
- G. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  - a. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with approved coordination drawings.
    - i. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    - ii. Maintain negative air pressure within work area using HEPA-equipped air filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  - b. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust containment devices.
  - c. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
  
- H. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
  - a. Provide dehumidification systems to maintain the facilities RH when required to reduce substrate moisture levels to level required to allow installation or application of finishes per manufacturer's requirements and recommendations.
  
- I. Electric Power Service: Connect to the Owner's existing electric power service. Maintain equipment in a condition acceptable to the Owner. Obtain all required permits.

- J. Electric Power Service: Provide electric power service and distribution system of sufficient size, number of phases, capacity, and power characteristics required for construction operations and testing of all installed equipment.
  - a. Install electric power service underground, unless otherwise indicated.
  - b. Connect temporary service to the Owner's existing power source, as directed by the Owner.
- K. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - a. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  - b. Install lighting for the Project identification sign.
- L. Telephone Service: Provide temporary telephone service in Owner's-use facilities for use by all construction personnel. Install two telephone lines for each field office.
  - a. Provide additional telephone lines for the following:
    - i. Provide a dedicated telephone line for each facsimile machine in each field office.
  - b. At each telephone, post a list of important telephone numbers.
    - i. Police and fire departments.
    - ii. Ambulance service.
    - iii. Contractor's home office.
    - iv. Design Professional's office.
    - v. Testing Consultant's offices.
    - vi. Owner's office.
    - vii. Principal subcontractors' field and home offices.
  - c. Provide superintendent with cellular telephone for use when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - a. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  - b. Maintain support facilities until Substantial Completion inspection date is scheduled. Remove before Substantial Completion. Personnel remaining after

Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

- B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
  - a. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
  - b. Prepare subgrade and install sub-base and base for temporary roads and paved areas specified in Individual Specification Sections.
  - c. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - a. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - b. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Provide temporary parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain the Project site, excavations, and construction free of water.
  - a. Dispose of rainwater in a lawful manner that will not result in flooding the Project or adjoining properties nor endanger permanent Work or temporary facilities.
  - b. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - a. Identification Signs: Provide Project identification signs as specified in the Contract Documents.
  - b. Temporary Signs: Provide other signs as required to inform public and individuals seeking entrance to the Project.
    - i. Provide temporary, directional signs for construction personnel and visitors.
  - c. Maintain and touchup signs so they are legible at all times.

- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - a. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Temporary Elevator Use: Use of elevators is not permitted.
- J. Existing Elevator Use: Use of the Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
  - a. Do not load elevators beyond their rated weight capacity.
  - b. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- K. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- L. Existing Stair Usage: Use of the Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore stairs to condition existing before initial use.
  - a. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- M. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to authorities having jurisdiction.
  - a. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
  - b. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
  - c. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from the project site during the course of the project.
  - d. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Site Enclosure Fence: Before construction operations begin furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - a. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - b. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to the Owner.
- F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- I. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction.

- a. Construct covered walkways using scaffold or shoring framing.
  - b. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
  - c. Paint and maintain appearance of walkway for duration of the Work.
- J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather-tight enclosure for building exterior.
- a. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- K. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by the Owner from fumes and noise.
- a. Construct dustproof partitions with fire rated gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
  - b. Where fire-resistance-rated temporary partitions are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - c. Insulate partitions to control noise transmission to occupied areas.
  - d. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  - e. Protect air-handling equipment.
  - f. Provide walk-off mats at each entrance through temporary partition.
- L. Fire Safety During Construction: Comply with all requirements identified herein as well as the more stringent requirements of the applicable codes (New York State Building and Fire Codes or New York City Building and Fire Codes).
- a. No smoking: Smoking shall be prohibited throughout the project/construction site. “No Smoking” signs shall be conspicuously posted at all entrances and throughout the site.
  - b. The Contractor shall designate a Fire Prevention Program Superintendent/ Fire Safety Manager who shall be responsible for all fire safety efforts until completion and acceptance of the Work described in the Contract Documents that include but are not limited to the following:
    - i. Prefire Plans. Develop in cooperation with the local Fire Chief and Fire Code Official. Any changes affecting the utilization of information

contained in the plan shall result in notification to the local Fire Chief and Fire Code Official.

- ii. Training. Job site personnel shall be trained in fire safety practices and procedures and the proper use of fire protection equipment, including hand-held fire extinguishers, hose lines, fire alarm and sprinkler systems.
  - iii. Fire Protection Devices. Fire protection and detection equipment shall be maintained and serviced.
  - iv. Hot Work Operations. Welding, cutting, open torches, torch-applied roof system activities, and other hot work operations shall be conducted under a permit system. A fire watch and fire extinguishers shall be provided.
  - v. Impairment of Fire Protection Systems. Coordinate planned, emergency or accidental impairments of fire protection systems to include tagging of impaired systems and notification of Fire Department, Alarm Company, Building Owner/Operator, and Contractors.
  - vi. Temporary Covering of Fire Protection Devices. Coverings placed on or over fire protection devices for protection from damage shall be immediately removed upon the completion of the Work in the room or area in which the devices are installed.
- c. Provide readily accessible telephone service for fire calls at a location or locations approved by the Owner.
- i. The Contractor shall pay all costs thereof until completion and acceptance of the Work or as otherwise directed by the Owner.
  - ii. Provide/post the street address of the construction site and the emergency telephone number of the Fire Department adjacent to the telephone.
- d. Provide or maintain a Temporary or Permanent Standpipe system for Fire Department use in accordance with the following:
- i. Buildings subject to the New York State Building Code: In buildings that require a standpipe system, such standpipe shall be installed when the progress of construction reaches a height of 40 feet.
  - ii. Buildings subject to the New York City Building Code: In buildings that require a standpipe system, such standpipe shall be installed when the progress of construction reaches a height of 75 feet. The standpipe shall be equipped with an air pressurized alarm system.
  - iii. Buildings being demolished: An existing standpipe system shall be maintained in operation on all floors, starting one floor directly below the floor being demolished. The existing standpipe can be converted to a dry standpipe if freezing conditions exist.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - a. Protect porous materials from water damage.
  - b. Protect stored and installed material from flowing or standing water.
  - c. Keep porous and organic materials from coming into prolonged contact with concrete.
  - d. Remove standing water from decks.
  - e. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - a. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  - b. Keep interior spaces reasonably clean and protected from water damage.
  - c. Periodically collect and remove waste containing cellulose or other organic matter.
  - d. Discard or replace water-damaged material.
  - e. Do not install material that is wet.
  - f. Discard, replace or clean stored or installed material that begins to grow mold.
  - g. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - a. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - b. Use permanent HVAC system to control humidity.

- c. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
  - i. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
  - ii. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record daily readings over a forty-eight hour period. Identify materials containing moisture levels higher than allowed. Report findings in writing to the Design Professional.
  - iii. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - a. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - a. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves right to take possession of the Project identification signs.
  - b. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

- c. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in the Contract Closeout Requirements.

**END OF SECTION 015000**

**SECTION 017100  
MOBILIZATION & DE-MOBILIZATION**

**PART 1: GENERAL**

1.1 Description

- A. This section includes mobilization and demobilization to and from the jobsite.

**PART 2: PRODUCTS (not used)**

**PART 3: EXECUTION**

3.1 PREPARATION

- A. Make arrangements to contact all public works departments prior to mobilizing to the job site and secure all necessary permits prior to performing work.
- B. Notify Owner a minimum of forty-eight (48) hours in advance of mobilization to job site location.
- C. Secure all required bonds and insurance and submit to the owner prior to mobilization.
- D. The Contractor shall not mobilize until after the Owner has issued the Notice to Proceed.

3.2 MOBILIZATION

- A. Move materials, equipment, and laborers as necessary to job site location with minimal disturbance. No separate payment will be made for subsequent mobilizations to the jobsite.

3.3 DE-MOBILIZATION

- A. Remove all materials, equipment, laborers, solid waste and debris created by construction activities from job site location.
- B. Maintain minimal disturbance to site upon departure.

**END OF SECTION 017100**

**SECTION 017400  
CLEANING AND WASTE MANAGEMENT**

**PART 1: GENERAL**

1.1 Summary

- A. Includes administrative and procedural requirements for Cleaning and Waste Management as described in the Contract Documents.

1.2 Description

- A. Dispose of waste, debris, and rubbish resulting from the construction of the project.
- B. If excess excavation spoils cannot be suitably disposed of on site, as directed by the Engineer, it shall be hauled away at the Contractor's expense. All excess spoils are to be disposed of offsite in strict accordance with applicable laws and regulations. Release of ownership shall be submitted for all materials and or spoils disposed.

**PART 2: PRODUCTS (not used)**

**PART 3: EXECUTION**

3.1 Requirements

- A. Remove waste materials, debris, and rubbish from the site and legally dispose of at a public or private dumping area(s) off of site property.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - a. Do not burn or bury rubbish and waste materials on the project site.
  - b. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  - c. Do not dispose of wastes into streams or waterways.

3.2 Progress Cleaning

- A. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
- B. Keep premises broom clean during progress of the Work.
- C. During handling and installation, protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from soiling, damage, or deterioration until Substantial Completion.

- D. Supervise construction activities to ensure that no part of construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.
- E. Clean exposed surfaces and protect as necessary to avoid damage and deterioration.
- F. Construction Waste Management And Disposal:
  - 1. Remove waste materials and rubbish caused by employees, Subcontractors, and contractors under separate contract with Owner and dispose of legally.
  - 2. Do not deposit waste into storm drains, sanitary sewers, streams, or waterways. Do not discharge volatile, harmful, or dangerous materials into drainage systems.

### 3.3 Final Cleaning

- A. Immediately before Substantial Completion, thoroughly clean the area where The Work was performed.
- B. Comply with individual manufacturer's cleaning instructions.

**END OF SECTION 017400**

**SECTION 017800  
CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Individual Product Sections: Specific requirements for operation and maintenance data.
- B. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - i. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise Owner of pending insurance change-over requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
  - 5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
  - 6. Deliver tools, spare parts, extra stock, and similar items.
  - 7. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
  - 8. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary

facilities from the site, along with construction tools, mock-ups, and similar elements.

9. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfulfilled requirements. The Engineer will prepare:

1. The Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
2. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
3. Results of the completed inspection will form the basis of requirements for final acceptance.

C. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and the list has been endorsed and dated by the Engineer.
3. Submit consent of surety to final payment.

#### 1.04 SUBMITTALS

A. Project Record Documents: Submit documents to Owner with claim for final Application for Payment.

B. Operation and Maintenance Data:

1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Owner will review draft and return one copy with comments.
2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within fourteen (14) calendar days after acceptance.
3. Submit one copy of completed documents fourteen (14) calendar days prior to final inspection. This copy will be reviewed and returned after final inspection, with Owner comments. Revise content of all document sets as required prior to final submission.

4. Submit two sets of revised final documents in final form within fourteen (14) calendar days after final inspection.

C. Warranties and Bonds:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within fourteen (14) calendar days after acceptance.
2. Make other submittals within fourteen (14) calendar days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within fourteen (14) calendar days after acceptance, listing the date of acceptance as the beginning of the warranty period.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.1 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
1. Drawings.
  2. Specifications.
  3. Addenda.
  4. Change Orders and other modifications to the Contract.
  5. Reviewed shop drawings, product data, and samples.
  6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Changes made by Addenda, change order, substitution, and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish first floor datum.

2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

### 3.2 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### 3.3 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
  1. Product data, with catalog number, size, composition, and color and texture designations.
  2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

### 3.4 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
  1. Description of unit or system, and component parts.
  2. Identify function, normal operating characteristics, and limiting conditions.
  3. Include performance curves, with engineering data and tests.
  4. Complete nomenclature and model number of replaceable parts.
- B. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

- C. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- D. Provide servicing and lubrication schedule, and list of lubricants required.
- E. Include manufacturer's printed operation and maintenance instructions.
- F. Include sequence of operation by controls manufacturer.
- G. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- H. Additional Requirements: As specified in individual product specification sections.

### 3.5 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.
- C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
- F. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Owner, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - i. Significant design criteria.
    - ii. List of equipment.
    - iii. Parts list for each component.

- iv. Operating instructions.
  - v. Maintenance instructions for equipment and systems.
  - vi. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
- i. Shop drawings and product data.

### 3.6 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within fourteen (14) calendar days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

**END OF SECTION 017800**

**SECTION 024000  
DEMOLITION**

**PART 1 GENERAL**

1.1 Description

- A. Includes demolition of existing developments, facilities, and improvements as required to accommodate new construction. Also includes supplementary clearing and grubbing requirements.

**PART 2 PRODUCTS (not used)**

**PART 3 EXECUTION**

3.1 Infrastructure Removal

- A. Existing infrastructure, developments, and site improvements scheduled for removal must be addressed in strict compliance with applicable laws and regulations.
- B. Contractor to secure authorized facility(ies) for disposal of generated rubble and demolition debris. Facility authorization must be submitted to the Owner and approved for use prior to beginning work.
- C. Dust and other airborne particles generated by demolition activities must be controlled and reduced to acceptable air quality levels. Airborne particle retardant practices in strict accordance with erosion and pollution requirements are to be administered.
- D. Noise pollution is to be minimized during demolition activities. Excessive noise generating activities are to be scheduled between 0900 and 1600 hours, Monday through Friday to reduce the potential impact to adjacent property owners and occupants.

3.2 Protection

- A. Locate, identify, and protect existing facilities (scheduled to remain) from damage.
- B. Identify and protect trees, plant growth, and features designated to remain as final landscaping.
- C. Protect benchmarks from damage and displacement.

3.2 Clearing

- A. Clear only those areas required for access to site and execution of Work as depicted in construction plans and described in scope of work.

3.3 Removal

- A. Remove paving, brush, trees, and other debris as required and dispose of off-site in strict accordance with applicable laws and regulations and only at facilities approved and authorized for such disposal.

**END OF SECTION 024000**

**SECTION 055500**  
**METAL FABRICATIONS**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Shop fabricated steel items.

1.02 RELATED REQUIREMENTS

- A. Section 099100 - Paints and Coatings: Paint finish.

1.03 SUBMITTALS

- A. See Section 013300 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
- C. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.

**PART 2 PRODUCTS**

2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36 / A36M.
- B. Steel Tubing: ASTM A500, Grade B cold-formed structural tubing.
- C. Plates: ASTM A283.
- D. Pipe: ASTM A53 / A53M, Grade B Schedule 40, hot-dip galvanized finish.
- E. Bolts, Nuts, and Washers: ASTM A325 (ASTM A325M), Type 1, galvanized to ASTM A153 / A153M when connecting galvanized components.
- F. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- G. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- H. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.02 FABRICATION

- A. Fit and shop assemble items in largest practicable sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured, per AISC specifications.
- C. Continuously seal joined members by intermittent welds and plastic filler.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FINISHES - STEEL

- A. Prime paint all steel items.
  - 1. Exceptions: Do not prime surfaces in direct contact with concrete, where field welding is required, and items to be covered with sprayed fireproofing.
- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- D. Prime Painting: One coat.
- E. Finish Painting: Two coats flat black.
- F. Steel fabrications are to be Galvanized steel as indicated on the drawings.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated.
- D. Perform field welding in accordance with AWS D1.1 / D1.1M.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed or galvanized, except surfaces to be in contact with concrete.

**END OF SECTION 055000**

**SECTION 073113  
ROOFING**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. This section specifies 2 ply SBS modified Bitumen Heat Welded Roof System.

**1.2 SUMITTALS**

- A. Submit in accordance with Section 013300, shop drawings, product data, and samples.
- B. Samples: each type, color and texture.
- C. Manufacturer's Literature and Data:
  - 1. Product data
  - 2. Installation instructions
  - 3. Warranty

**1.3 QUALITY ASSURANCE**

- A. Perform work in strict accordance with the manufacturer recommendations.
- B. 30 year Minimum Warranty
- C. Wind: 110 MPH
- D. Hale: 2" Diameter

**ENVIRONMENTAL REQUIREMENTS**

- A. Do not install roof material if the ambient temperature or moisture is out of the recommended range of the product manufacturer.

**1.4 DELIVERY AND STORAGE**

- A. Deliver materials in manufacturer's unopened bundles or containers with the manufacturer's brand and name clearly marked thereon.
- B. Wrapping shall bear the label of the Underwriters Laboratories, Inc.
- C. Store material in accordance with the manufacturer's printed instructions. Store rolled goods on end in an upright position.
- D. Keep materials dry, covered completely and protected from the weather.

## 1.5 APPLICABLE PUBLICATIONS

A. Publications listed below form a part of this specification to the extent referenced. Publications are referenced in the text by the basic designation only.

B. American Society for Testing and Materials (ASTM):

D226-09 .....	Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing
D1970-11 .....	Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection
D2178-04 .....	Asphalt Glass Felt used in Roofing and Waterproofing
D3018-11 .....	Class A Asphalt Shingles Surfaced with Mineral Granules
D3462-10 .....	Asphalt, Shingles Made from Glass Felt and Surfaced with Mineral Granules
F1667-11 .....	Driven Fasteners: Nails, Spikes, and Staples

C. Underwriter's Laboratories Inc. (UL):

UL790-08 .....	Fire Tests of Roof Covering
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## PART 2 - PRODUCTS

### 2.1 SBS 2-PLY HEAT-WELD MODIFIED BITUMEN ROOFING

A. Firestone, Johns Manville, on approved equal

### 2.2 BASE FELT

A. Fiber Glass-Reinforced SBS Base or Ply Felt - ASTM D 6163, Type 1, Grade S

### 2.3 CAP SHEETS

A. Fiber Glass-Reinforced SBS Roof Cap - ASTM D 6163, Type 1, Grade G

### 2.4 FLASHING

A. Non-corrosive sheet metal. Use flashing at all roof penetrations. Apply non-peel paint application to all visible surfaces in color of complementary or similar roof color. Color to be selected and officially approved by the Owner prior to purchase or use.

## PART 3 EXECUTION

### 3.1 PREPARATION

- A. Roof surfaces shall be sound, reasonably smooth and free from defects which would interfere with roofing installation.
- B. Roof accessories, vent pipes and other projections through the roof must be in place and roof flashing installed or ready for installation before laying shingles.

### 3.2 LAYING

- A. Lay base felt over entire roof in accordance with manufacturer's published directions.
- B. Lay top layer over entire roof in accordance with manufacturer's published directions.

### 3.3 METAL DRIP EDGES

- A. At rakes, install metal drip edges made of stainless steel or hot dipped galvanized steel. Apply the metal drip edge directly over the underlayment along the rakes.
- B. Secure metal drip edges with compatible nails spaced not more than 250 mm (10 inches) on center along the inner edges.

### 3.4 FLASHINGS

- A. Provide metal flashings at the intersections of roofs, adjoining walls, parapets, and projections through the deck such as chimneys and vent stacks. Give careful attention to the installation of all flashings.

### 3.6 WARRANTY

- A. 30 year manufacturer warranty against leaks, manufacturing defects, and premature aging.

**End of Section 073113**

EXHIBIT D

STANDARD FORM PERSONAL SERVICES CONTRACT  
COUNTY OF TRINITY  
AND  
**(CONTRACTOR)**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and **(NAME OF CONTRACTOR AND TYPE OF ENTITY THE PARTY IS, IE: sole proprietor, partnership, corporation)** hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.
- II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this contract or services but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
  - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
  - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.
- III. COUNTY FURNISHED SERVICES: The County agrees to:
  - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

- B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Contractor and as set forth in Exhibit "A".
  - C. Make available all pertinent data and records for review.
- IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of this contract.
- V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$\_\_\_\_\_, including direct non-salary expenses.
- VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt by County of an invoice covering the service(s) rendered to date.

For any services involving a public works or construction project the County shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the work or termination of this Contract.

With respect to any additional services provided under this Contract as specified in paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit "B".

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

- VII. CONTRACT PERFORMANCE TIME: All the work required by this contract shall be completed and ready for acceptance no later than \_\_\_\_\_. Time is of the essence with respect to this Contract.

VIII. **INSURANCE: (CONTACT RISK MANAGEMENT PRIOR TO ROUTING FOR SPECIAL CONTRACT SITUATIONS, IE: pollution, cyber liability, construction, environmental services, etc.)** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy [Insurance Services Office Form CG 00 01] covering CGL on an occurrence basis, including products and completed operations, property damage bodily injury and personal & advertising injury with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County  
PO Box 2700  
Weaverville, CA 96093

- B. Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County  
PO Box 2700  
Weaverville, CA 96093

- C. The Contractor shall be required to carry: professional/ malpractice/ errors & omissions coverage in the amount of \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- IX. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease, shall be provided to County prior to commencement of work, or a signed County Workers' Compensation Exemption form.
- X. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national

origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

- XI. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XII. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- XIII. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XIV. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.
- XV. TERM OF AGREEMENT: This Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_.
- XVI. CONFIDENTIALITY: All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVII. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the

Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XVIII. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

XIX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XX. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.

XXI. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXII. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Trinity County, California.

XXIII. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages,

or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

XXIV. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract.

XXV. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXVI. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

**(TRINITY COUNTY DEPARTMENT)**  
**(ADDRESS)**  
**(ADDRESS)**  
**(PHONE AND/OR EMAIL)**

Notices shall be given to Contractor at the following address:

**(CONTACT NAME)**  
**(NAME OF BUSINESS/CONTRACTOR)**  
**(ADDRESS)**  
**(ADDRESS)**  
**(PHONE AND/OR EMAIL)**

XXVII. PUBLIC WORKS PROJECTS: No contractor or subcontractor may be listed on a bid proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.2. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

CONTRACTOR:

By \_\_\_\_\_  
Judy Morris, Chairman  
Trinity County Board of Supervisors

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title.: \_\_\_\_\_

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

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

Approved as to form:

RISK MANAGEMENT APPROVAL

\_\_\_\_\_  
MARGARET E LONG  
County Counsel

By: \_\_\_\_\_  
Shelly Nelson  
Human Resources/Risk Management Director

Approved as to form:

RISK MANAGEMENT APPROVAL

\_\_\_\_\_  
MARGARET E LONG  
County Counsel

By: \_\_\_\_\_  
Shelly Nelson  
Human Resources/Risk Management Director

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONTRACTOR

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR



